Torres Rojas, Genara

From: jsg@cohmlaw.com
Sent: Monday, October 27, 2014 12:07 PM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: John
Last Name: Groarke
Company: Colleran OHara Mills
Mailing Address 1: 100 Crossways Park Drive West
Mailing Address 2: Suite 200
City: Woodbury
State: NY
Zip Code: 11797
Email Address: jsg@cohmlaw.com
Phone: 5162485757
Required copies of the records: Yes

List of specific record(s):
I would like a copy of the contract for sign installation work being performed at the One World Trade Center by SIGNS DECAL CORP.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

November 3, 2014

Mr. John Groarke
Colleran Ohara Mills
100 Crossways Park Drive West, Suite 200
Woodbury, NY 11797

Re: Freedom of Information Reference No. 15431

Dear Mr. Groarke:

This is in response to your October 27, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the contract for sign installation work being performed at the One World Trade Center by SIGNS DECAL CORP.

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/115431-WTC.pdf. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are 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

Attachment

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

TISHMAN

August 13, 2010

RECEIVED
AUG 16 2010

Mr Bruce Fox
Project Executive
1 WTC, LLC
c/o The Port Authority of New York and New Jersey
115 Broadway – 11th Floor
New York, New York 10006

RE: **1 WORLD TRADE CENTER**
NEW YORK, NEW YORK

TRADE: **SIGNAGE**
CONTRACT WTC-1001.09-40

Dear Bruce

Enclosed, please find two (2) originals of the Lump Sum Contract with **SIGNS AND DECAL CORP.**, dated March 15, 2010, and executed on August 6, 2010

Very truly yours,

TISHMAN CONSTRUCTION CORPORATION

Martin Adelman
Vice President

MA cs
Enclosure

Cc J. Tookmanian (1WTC, LLC – Letter Only)

RECEIVED
AUG 16 2010

1 WORLD TRADE CENTER

SIGNAGE LUMP SUM CONTRACT

CONTRACT WTC-1001.09-40

March 15, 2010

HA REVIEW ADD C

INITIAL HERE

PROJECT	**1 WORLD TRADE CENTER** **NEW YORK, NEW YORK**
TRADE·	**SIGNAGE**
OWNER:	**1WTC, LLC** **225 Park Avenue South** **New York, New York 10003** (herein called **"1WTC"**)
CONSTRUCTION MANAGER:	**TISHMAN CONSTRUCTION CORPORATION** **666 Fifth Avenue** **New York, New York 10103** (herein called the **"Construction Manager"** as Agent for the **"Owner")**
CONTRACTOR:	**SIGNS AND DECAL CORP.** **410 Morgan Avenue** **Brooklyn, New York 11211** (herein called the **"Contractor"**)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written

ACCEPTED.

SIGNS AND DECAL CORP.

(Contractor)

BY. _____

(Signature)

ALI KHALFAN PRESIDENT

(Print Name & Title)

DATE: JULY 09, 2010

CONSTRUCTION MANAGER:

TISHMAN CONSTRUCTION CORPORATION
(as Agent for the "Owner")

BY: _____

Martin Adelman, Vice President

DATE AUGUST 6, 2010

TABLE OF CONTENTS

INSTRUCTIONS FOR BIDDERS AND BID PROPOSAL FORM		PAGE
1	FORM AND SUBMISSION OF PROPOSALS	1
2	PAPERS ACCOMPANYING PROPOSALS	2
3	QUALIFICATION INFORMATION	4
4	ACCEPTANCE OR REJECTION OF PROPOSAL	5
5	INTENTIONALLY DELETED	5
6	DISPOSAL OF CONTRACT DOCUMENTS	5
7	AVAILABLE DOCUMENTS	6
8	MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE)	6
9	INSPECTION OF SITE	13
10	QUESTIONS BY BIDDERS	13
11	AUTHORITY SECURITY REQUIREMENTS	14
11A	PROTECTION OF SECURITY INFORMATION	15
11B	PREVAILING RATE OF WAGE CERTIFICATION	16
11C	CERTIFICATION OF NO INVESTIGATION	17
12	NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE	19
13	BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS – DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS	21
14	CONSTRUCTION SKILLS 2000 – APPRENTICESHIP PROGRAM	21
15	CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM	22
BID PROPOSAL FORM		23

FORM OF CONTRACT

CHAPTER I: GENERAL PROVISIONS

16	DEFINITIONS	29
17	GENERAL AGREEMENT	32
18	ACCESS TO RECORDS	32
19	AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT AND PURCHASE OF MATERIALS NOT INCORPORATED IN PERMANENT CONSTRUCTION	33
20	EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES	34
20A	PERFORMANCE AND PAYMENT BOND	37

CHAPTER II: ADJUSTMENTS AND PAYMENTS

21	ADJUSTMENTS OF LUMP SUM	39
22	COMPENSATION FOR EXTRA WORK	39
23	COMPENSATION FOR EMERGENCY DELAYS	42
24	PROGRESS PAYMENTS	42
25	FINAL PAYMENT	43
26	WITHHOLDING OF PAYMENTS	44

CHAPTER III PROVISIONS RELATING TO TIME

27	TIME FOR COMPLETION AND DAMAGES FOR DELAY	46
28	IDLE SALARIED WORKERS AND EQUIPMENT	48
29	DELAYS TO CONTRACTOR	49
30	CANCELLATION FOR DELAY	50

CHAPTER IV· CONDUCT OF CONTRACT

31	SUSPENSION, TERMINATION AND ALTERNATIVE DISPUTE RESOLUTION OF ALL DISPUTES	51
32	AUTHORITY AND DUTIES OF CONSTRUCTION MANAGER	51
33	NOTICE REQUIREMENTS	52
34	EQUAL EMPLOYMENT OPPORTUNITY	53
35	AFFIRMATIVE ACTION REQUIREMENTS – EQUAL EMPLOYMENT OPPORTUNITY	55
36	PREVAILING RATE OF WAGE	60
37	EXTRA WORK ORDERS	62
38	PERFORMANCE OF EXTRA WORK	62
39	TITLE TO MATERIALS	63
40	ASSIGNMENTS AND SUBCONTRACTS	63
41	CLAIMS OF THIRD PERSONS	64
42	CERTIFICATES OF PARTIAL COMPLETION	64
43	CERTIFICATE OF FINAL COMPLETION	64
44	NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC	65

CHAPTER V: WARRANTIES MADE AND LIABILITY ASSUMED BY THE CONTRACTOR

45	CONTRACTOR'S WARRANTIES	66
46	RISKS ASSUMED BY THE CONTRACTOR	67
47	NO THIRD PARTY RIGHTS	69
48	INSURANCE PROCURED BY CONTRACTOR	69

CHAPTER VI RIGHTS AND REMEDIES

49	RIGHTS AND REMEDIES OF 1 WTC	71
50	RIGHTS AND REMEDIES OF CONTRACTOR	72
51	PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR	72
52	NO ESTOPPEL OR WAIVER	72

CHAPTER VII: MISCELLANEOUS

53	SUBMISSION TO JURISDICTION	74
54	PROVISIONS OF LAW DEEMED INSERTED	74
55	INVALID CLAUSES	74
56	NON-LIABILITY OF THE CONSTRUCTION MANAGER REPRESENTATIVES	74
57	SERVICE OF NOTICES ON THE CONTRACTOR	74
58	MODIFICATION OF CONTRACT	75
59	PUBLIC RELEASE OF INFORMATION	75
	PERFORMANCE AND PAYMENT BOND	76

SPECIFICATIONS

DIVISION 1 GENERAL PROVISIONS

60	CONSTRUCTION REQUIRED BY THE SPECIFICATIONS	80

61	AVAILABLE PROPERTY	81
62	OPERATIONS OF OTHERS	81
63	LABOR ACTIONS	81
64	CONTRACTOR'S MEETINGS	81
65	CONTRACT DRAWINGS	82
66	INTENTIONALLY DELETED	82
67	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	82
68	SUBSTITUTION	85
69	WORKMANSHIP AND MATERIALS	86
70	INSPECTIONS AND REJECTIONS	88
71	MANUFACTURERS' CERTIFICATION	90
72	NO RELEASE OF CONTRACTOR	90
73	ERRORS AND DISCREPANCIES	91
74	ACCIDENTS AND FIRST AID PROVISIONS	91
75	SAFETY PROVISIONS	91
76	DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS	93
77	LAWS AND ORDINANCES	93
78	IDENTIFICATION	93
79	SIGNS	93
80	CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE	93
81	SURVEYS	94
82	TEMPORARY STRUCTURES	94
83	PERMIT AND REQUIREMENTS FOR WELDING	95
84	FINAL INSPECTION	95
85	WARRANTIES	95
86	UTILITY RECORD DRAWINGS	95
87	TEMPORARY UTILITY SERVICES	96
88	TEMPORARY SANITARY FACILITIES	96
89	PROGRESS SCHEDULE	96
90	ANALYSIS OF BID	96
91	CONDITIONS AND PRECAUTIONS	96
92	HOURS OF WORK AND CONSTRUCTION STAGING	96
93	MAINTENANCE OF TRAFFIC AND WORK AREA PROTECTION	96

LIST OF RIDERS

Rider "A", General Addendum, dated March 12, 2010

Rider "B", List of Drawings and Specifications, dated November 17, 2009

Rider "C", Alternatives & Unit Prices, dated March 12, 2010 (Revision #1)

Rider "D", Insurance Rider, dated November 30, 2006

Rider "DX", Owner Controlled Insurance Program (or OCIP), including Attachment DX-1, dated May 18, 2007

Rider "E", [Intentionally Deleted]

Rider "F", Non-Disclosure and Confidentiality Agreement, dated October 15, 2008 (incl Exhibits A,B,C)

Rider "G", Sustainable Construction Requirements, dated May 11, 2007 (Revision #6)

Rider "H", [Intentionally Deleted]

Rider "I", Sales And Use Tax Requirements, dated October 23, 2007

Rider "J", Temporary Services For Construction Purposes, dated May 29, 2008

Rider "K", Project Corruption Prevention Program, dated January 30, 2009

Rider "L", Payment Procedures, dated December 14, 2006

Rider "M", Tishman Construction Safety Guidelines, dated November 2, 2005

Rider "N", Port Authority of New York & New Jersey WTC Site Rules and Regulations, dated January 1, 2006

Rider "O", Available Documents, undated

Rider "P", [Intentionally Deleted]

Rider "Q", Above and Below Grade Site Logistics Plans, dated October 17, 2007

Rider "R", [Intentionally Deleted]

Rider "S", Site Security Requirements, dated April 9, 2008

Rider "T", Milestone Dates and Liquidated Damages, dated June 18, 2009

Rider "U", Additional Provisions [Used Only for Certain Trades], dated March 12, 2010

INSTRUCTIONS FOR BIDDERS AND BID PROPOSAL FORM

1. FORM AND SUBMISSION OF PROPOSALS

Tishman Construction Corporation, a Delaware corporation, having an office at 666 Fifth Avenue, New York, New York 10103 ("Construction Manager"), as agent for 1 World Trade Center LLC, a Delaware Limited Liability Company, having an office c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 ("1 WTC"), invites Proposals in the annexed form Proposals will be received at a date and time designated by Construction Manager at Construction Manager's office located at 170 Broadway, New York, New York 10038 Each Proposal must be contained in the envelope furnished by the Construction Manager, which shall be sealed and conspicuously endorsed with the bidder's name and the number of this Contract in the space provided This Contract booklet shall not be unstapled or taken apart

The Proposal must be submitted upon the blank form bound herewith and must give all information required [1] The Proposal must be signed and the acknowledgment taken on the appropriate form following the Proposal

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect All Bid Proposal information (i e , Lump Sum, unit price, alternates, etc) is to be formatted on a spreadsheet prepared for the bid opening and available from Construction Manager The spreadsheet should be prepared in a Lotus or Excel format and the computer file accessible to only the Construction Manager and approved personnel Information to be contained on the spreadsheet may include, at the discretion of the Construction Manager, the following (or other additional items)

a Project date, trade

b Contractor's name, address, phone number

c Contact

d Lump Sum

e Budget (Adjusted to reflect bid package)

f Unit Prices

g Alternates

h Bidder's Alternates

i Schedule Duration

j Qualifications

k Exclusions

All revised information is to be documented on a new spreadsheet and denoted as revised

---

[1] While two or more copies of this booklet may be furnished to each prospective bidder, only one should be submitted The extra copies are for the bidder's use

Bidder shall assume for purposes of its Proposal that no New York State sales, use or other tax applies to any materials or equipment purchased in connection with the performance of the Bidder's Work Therefore, Bidder represents that any prices in its Proposal including, but not limited to, the Lump Sum, Unit Prices and Alternates do not include any such tax For more detailed information, please see the tax provisions in this Agreement, including, without limitation, Sections 19 and 20 herein

2. PAPERS ACCOMPANYING PROPOSALS

Each Proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal

A If the bidder be a corporation, a statement of the names and residences of its officers, which should be included on the page following the Proposal

If the bidder be a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, which should be included on the page following the Proposal

If the bidder be an individual, a statement of his residence, which should be included on the page following the Proposal

B

1) If requested, Contractor may be required, within seven (7) days of such request, 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

2) Where such certified financial statements are not available, then either reviewed or compiled statements from an independent accountant setting forth the information described in paragraph 1, above

3) Where neither certified financial statements nor financial statements from an independent accountant are available, then financial statements containing the information described in paragraph 1, above, prepared directly by the bidder However, such financial statements must be accompanied by a signed copy of the bidder's most recent federal income tax return and a statement in writing, signed by a duly authorized representative of the bidder, that such statements accurately reflect the current financial condition of the bidder

Where statements submitted pursuant to either paragraph 1 or 2, above, show the position of the bidder as of a date more than forty-five (45) days prior to the date on which Proposals are opened, the bidder shall also submit a statement in writing signed by a duly authorized representative of the bidder, that the present financial condition of the bidder is at least as good as that shown on the statements submitted

4) A statement of work which the bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the dollar value, the location by city and state, the current percentage of completion and the expected date for completion

5) Fill in below the name and address of the bidder's chief banking representative handling the bidder's account

Banking Institution _____

Address _____

_____

Bank Representative _____

Telephone Number _____

6) Fill in below 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

_____

Federal Employer Identification No

_____

Dun and Bradstreet No

_____ _____

Other Credit Service Account No

7) A letter from bidder's surety (a letter from a broker is unacceptable) confirming that such bidder shall be capable of providing a payment and performance bond in the full amount of the bidder's bid

8) Bidder shall complete and submit the certifications and all necessary disclosure forms required under **Rider K** (Project Corruption Prevention Program) to this Contract

C With the bid, the bidder's analysis of bid filled in on the form furnished herewith The Contractor will be required to furnish a more detailed analysis of bid at a later date in accordance with the requirements of the Section of Division 1 of the Specifications referring to the Analysis of Bid

D The Form of Contract bound herewith, with the bidder's Lump Sum inserted in the clause thereof entitled "General Agreement " The amount must be given both in figures and in writing and, in case of discrepancy, the writing shall control One copy of each addendum, if any, issued during the bidding period shall be initialed and attached to the Proposal, but any Proposal submitted without such addendum initialed and attached will nevertheless be construed as though such addendum had been initialed and attached

3. QUALIFICATION INFORMATION

At any time after the opening of Proposals, the Construction Manager may give oral or written notice to one or more bidders to attend a pre-award meeting and to furnish the Construction Manager with information relating to his qualifications to perform the Work, including the following, which information shall be furnished within seven (7) days thereafter

A The bidders MBE/WBE Participation Plan submitted in accordance with Section 8, "Minority and Women's Business Enterprises Program," and a detailed list of the plant and equipment which the bidder proposes to use, indicating which portions it already possesses

B Detailed information relating to work which the bidder has completed for others, including personal and corporate references, sufficient to the Construction Manager to determine the Contractor's responsibility, experience and capacity to perform the Work If required by the Construction Manager, the foregoing information shall include information to demonstrate to the satisfaction of the Construction Manager that the contractor has within the past five years been a contractor on at least one contract of the same general type, extent and complexity as the Contract on which the Proposal has been submitted, and completed the work skillfully, in a satisfactory manner and on time

C Information to supplement a) data shown in the financial statements and the statement of work on hand required to be submitted with the Proposal, and b) any statement submitted under the clause hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, etc, Disclosure of Other Required Information", Certification of Participation in a State-Registered Apprenticeship Program or "Non-Collusive Bidding and Code of Ethics Certification, Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee"

D Moreover, in the event that the bidder's performance on a past Construction Manager or Authority or PATH contract or contracts has been rated less than satisfactory, the Construction Manager may give oral or written notice to the bidder to furnish information demonstrating to the satisfaction of the Construction 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 the Contract, and that such performance will be satisfactory

E If the bidder has performed a contract for the States of New York or New Jersey, or any governmental entity within such States and has filed a questionnaire or other document required to be submitted in order for the bidder to qualify to perform the contract, the bidder may be requested by the Construction Manager to submit the most recent completed questionnaire or other such document, or if the most recent completed questionnaire or other such document is not available, to submit a written statement indicating the approximate date of the contract and the name of the governmental entity which awarded them the contract

F Any additional information relevant to the bidder's Proposal including information to supplement the bidder's initial analysis of bid

In the event that any of the foregoing is requested and is not furnished within seven days thereafter or within such additional time as the Construction Manager, in his sole discretion, may allow, the Construction Manager may not be in a position to determine whether the bidder is qualified, whether the bidder understands the requirements of the contract or whether the bid is responsive and may, in its sole discretion, reject the bidder's Proposal

The giving of such notice to the bidder in connection with any of the foregoing lists, statement or information shall not be construed as an acceptance of his Proposal However, the Construction Manager reserves the right in its sole and absolute discretion, to accept the Proposal of a bidder despite the fact that said bidder has not submitted any information, list or statement required pursuant to this Section within the above-stated time period

4. ACCEPTANCE OR REJECTION OF PROPOSAL

Within one hundred eighty (180) days after the opening of the Proposals, the Construction Manager may, in its discretion, accept one of the Proposals, if Construction Manager accepts any The acceptance of a Proposal will be only by mailing to or delivering at the office designated in the Proposal a notice in writing specifically indicating acceptance signed by Construction Manager No other act of the Construction Manager shall constitute acceptance of a Proposal Such notice will state whether or not the Construction Manager elects to require the bidder to furnish a Performance and Payment Bond Rejection of a Proposal will be only by either (a) a notice in writing specifically stating that the Proposal is rejected, signed by Construction Manager and mailed to or delivered at the office designated in the Proposal or (b) omission of the Construction Manager to accept a Proposal within one hundred eighty (180) days after the opening of Proposals, and no other act of the Construction Manager shall constitute rejection of a Proposal, including any counter offer or other act of the Construction Manager

The Construction Manager reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, seek modifications to one or more Proposals, or to accept that Proposal if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any Proposal

In the event that a successful bidder defaults upon the Contract by failing to furnish a satisfactory Performance and Payment Bond, if required, and the Construction Manager terminates the Contract, the Construction Manager reserves the option to accept the Proposal of any other bidder within one hundred eighty (180) days after the opening of Proposals, in which case such acceptance shall have the same effect as to such other bidder as though he were the originally successful bidder

5. INTENTIONALLY DELETED

6. DISPOSAL OF CONTRACT DOCUMENTS

All recipients of Contract documents, including bidders and those who do not bid and their prospective Subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal Documents may also be returned for disposal purposes to the Construction Manager

7. AVAILABLE DOCUMENTS

Certain documents, specified in **Rider O** (Available Documents), are available for reference and examination by bidders by contacting Construction Manager at Construction Manager's office to review such documents during regular business hours These documents were not prepared for the purpose of providing information for bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract The Construction Manager makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom They are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Construction Manager, whether or not such information may be accurate, complete or pertinent or of any value to the bidders Bidders accept all risks of inaccurate or incomplete information

8. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE)

The Construction Manager and 1 WTC adopt the Authority's long-standing practice of making its contract opportunities available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it

"Minority-owned business" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned and controlled by one or more members of 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

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

"Minority group" means any of the following racial or ethnic groups

A Black (all persons having origins in any of the black African racial groups not of Hispanic origin),

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

C Asian and Pacific Islander (all 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 (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

To ensure meaningful participation of MBEs and WBEs on this Project, 1 WTC has set goals of twelve percent (12%) for firms owned and controlled by minorities, and five percent (5%) for firms owned and controlled by women The MBE/WBE Participation Plan, described below, should meet or exceed these goals If such goals are not met, Contractor shall be responsible for demonstrating its "good faith" efforts to achieve the goals

Each Bidder's Proposal shall be accompanied by a complete Minority Business Enterprises/Women Business Enterprises Participation Plan ("MBE/WBE Participation Plan") on a form approved by Construction Manager The MBE/WBE Participation Plan must be approved by Construction Manager before award of the Contract The MBE/WBE Participation Plan shall include the following information

A Name and telephone number of designated MBE/WBE contact person,

B Names and addresses of proposed MBE/WBE contractors, the proposed MBE/WBE contractors must be approved as described below in this Section 8,

C Description of work and approximate dollar value of work to be performed by each MBE/WBE contractor,

D Percent of participation in relationship to the cost of the overall Project for each MBE/WBE contractor

Subsequent to contract award, the Contractor shall use and document every good faith effort to comply with its MBE/WBE Participation Plan and to permit its MBE/WBE Subcontractors to perform Participation percentages shall be monitored throughout the performance of this Contract Such good faith efforts shall include at least the following

A Attendance at pre-bid meetings, if any, scheduled by the Construction Manager,

B Utilization of the Authority's Directory of certified MBE/WBEs available on-line (see MBE/WBE Directory Letter in back of Contract Book) and/or proposing for certification other MBE/WBEs which appear to meet the Authority's criteria for MBE/WBE certification and which are technically competent to perform the Work which the bidder plans to subcontract,

C Active and affirmative solicitation of bids for subcontracts from MBE/WBEs,

D Advertisement in general circulation media, trade association publications and minority-focused media for a reasonable period before bids or Proposals are due,

E Dividing the work to be subcontracted into smaller portions or encouraging the formation of joint ventures, partnerships or similar arrangements among Subcontractors in order to increase the likelihood of achieving the MBE/WBE goals,

F Providing a sufficient supply of plans and specifications of prospective work to MBE/WBEs and providing appropriate materials to each in sufficient time to review,

G Utilizing the services of available minority and women's community organizations, contractor's groups, local, state and federal business assistance/development offices and other organizations that provide assistance to MBE/WBEs,

H Ensuring that progress payments are made in a timely fashion in accordance with the requirements of this Contract,

I Not requiring bonds from and/or providing bonds and insurance for Subcontractors where appropriate,

J Soliciting specific recommendations on methods for enhancing MBE/WBE participation from Construction Manager's staff responsible for such participation,

K Nominating Subcontractors for participation in business assistance programs sponsored by the Authority or the Regional Alliance of Small Contractors such as the Loaned Executive Assistance Program (L E A P),

L Establishment of impress funds to facilitate MBE/WBE cash flow, and

M Directing other contractors to solicit MBE/WBE subcontractor participation

Subsequent to contract award, the Contractor shall also provide the Construction Manager, at its request, with a trade breakdown schedule showing when the Contractor's MBE/WBE Subcontractors are scheduled to perform The Contractor shall also submit to the Construction Manager, on a monthly basis, the Statement of Subcontractor's Payments in a form approved by Construction Manager

In order to assure that the planned goals are being met, a monthly Statement of Payments Reports reflecting the actual payments to MBE/WBE contractors must be submitted throughout the duration of performance of the Contract

In calculating the progress toward meeting the goal, Contractor shall receive credit for only sixty percent (60%) of the amounts paid to materialmen/suppliers who are MBE/WBE firms, except in the case of firms who manufacture materials Contractor shall receive one hundred percent (100%) credit for suppliers who manufacture products or make material changes to products before sale

In the event that, prior to contract award and following review of the MBE/WBE Participation Plan submitted by the bidder pursuant to the clause hereof entitled "Qualification Information", the Construction Manager determines that the Contractor has not made a good faith effort to meet the MBE/WBE participation goals set forth above and that the Contractor has not demonstrated that a full or partial waiver of such goals is appropriate, the Construction Manager may advise the bidder that it is not responsible and may reject the bidder's Proposal

If, during the performance of the Contract, the Contractor fails to demonstrate good faith in carrying out its MBE/WBE Participation Plan and in permitting its MBE/WBE Subcontractors to perform and the Contractor has not demonstrated that a full or partial waiver of the above referenced MBE/WBE participation goals is appropriate, then, upon receipt of a future Proposal or Proposals from the Contractor, the Construction Manager may advise the Contractor that it is not a responsible bidder and may reject such Proposal(s)

Either prior or subsequent to acceptance of the bidder's Proposal, the bidder may request a full or partial waiver of the above described MBE/WBE participation goals by providing a reasonable demonstration to the Construction Manager that its good faith efforts will not result in compliance with the goals set forth above because participation by eligible MBE/WBEs could not be obtained at a reasonable price or that such MBE/WBEs were not available or refused to perform as Subcontractors The bidder shall provide such documentation to support its request as the Construction Manager may require

Once approved, the MBE/WBE Participation Plan submitted by the bidder may be modified only with the written approval of the Construction Manager

Following approval by the Construction Manager under the clause entitled "Assignments and Subcontracts" of one or more Subcontractors who are either MBEs or WBEs and listed in the MBE/WBE Directory or determined to be "eligible" by the Construction Manager in accordance with this numbered clause, 1 WTC may, at its sole option, provide to said approved MBE/WBEs, without charge, whatever appropriate consultant services may be available under the L E A P Program, provided, however, that such consultant services will only be furnished pursuant to a request in writing from the Contractor to the General Manager, Small Business Programs, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, 233 Park Avenue South - 4th Floor, New York, NY 10003

Such services will be discontinued following a written request from the Contractor to the General Manager, Small Business Programs, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, to discontinue them

The L E A P services include advising on scheduling, purchasing, planning and other aspects of construction to firms to mitigate business or management problems which could negatively impact on their performance These services do not include engineering or legal advice The determination as to whether or not to follow the advice given lies solely with the MBE/WBE Subcontractor Prior to being accepted as a participant in the L E A P Program, the MBE/WBE Subcontractor will be required to release the Construction Manager, 1 WTC and the individuals furnishing consultant advice of all liability and responsibility in connection therewith

The Authority has compiled and made available on-line an MBE/WBE Directory which specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated in the Directory The Construction Manager makes no representation as to the financial responsibility of such firms or their ability to perform Work required under this Contract Subject to the following paragraph, only MBEs/WBEs listed in the Directory will count toward the required MBE/WBE participation

If the Contractor wishes to perform a portion of the Work through a firm not listed in the Directory [2] but which the Contractor believes should be eligible because it is (1) an MBE/WBE, as defined above and (2) technically competent to perform portions of the Work or the Contractor believes it is such a firm, the Contractor shall submit to the General Manager, Small Business Programs, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, a written request for a determination that the proposed firm is eligible This shall be done by completing and forwarding a) the form labeled "Schedule A" and, if appropriate, "Schedule B" which are annexed hereto and form a part hereof and b) technical references of jobs completed of similar scope and complexity on the form annexed hereto and made a part hereof labeled "MBE/WBE Approval Request" and such other information as may be necessary to permit the Construction Manager to determine whether the firm is in fact an MBE/WBE and technically competent to perform portions of the Work

1 Queens Air Services Development Office
JFK International Airport
Building #141
Federal Circle, First Floor
Jamaica, NY 11430
(718) 244-6852
Fax (718) 244-7371

2 Hispanic American Chamber of Commerce of Essex County
P O Box 9146
Newark, NJ 07104
(973) 484-5441
Fax (973) 350-9238

3 Association of Minority Enterprises of NY, Inc
135-20 Liberty Avenue
Richmond Hill, NY 11419
(718) 291-1641
Fax (718) 297-2986

4 Statewide Hispanic Chamber of Commerce of New Jersey
150 Warren Street, Suite 110
Jersey City, NJ 07302
(201) 451-9512
Fax (201) 451-9547

5 Newark Opportunity Center
17 Academy Street, Suite 501
Newark, NJ 07102
(973) 622-4537
Fax (973) 622-3914

6 Jamaica Business Resource Center
90-33 16th Street
Jamaica, NY 11432
(718) 206-2255
Fax (718) 206-3693

---

[2] The following organizations may be able to refer the Contractor to MBEs/WBEs who are technically competent to perform portions of the Work Any referrals which are not listed in the Directory shall be submitted to the Construction Manager for a determination as to eligibility as provided above

7 Council for Airport Opportunity
90-04 161st Street Jamaica,
NY 11432
(718) 523-7100
Fax (718) 526-3472

8 Urban Business Assistance Corp
New York University Stern School of Business
44 West 4th Street, Suite 5-61
New York, NY 10012
(212) 995-4404
Fax (212) 995-4255

9 Greater Jamaica Development Corp
90-04 161st Street
Jamaica, NY 11432
(718) 291-0282
Fax (718) 291-7918

10 NYS Assn Of Minority Contractors
Brooklyn Navy Yard
Building 280, 4th Floor, Suite 414
Brooklyn, NY 11205
(212) 246-8380
Fax (718) 246-8376

11 Professional Women in Construction
315 E 56th Street, Suite 202
New York, NY 10022
(212) 486-7745
Fax (212) 486-0228

12 NY/NJ Minority Purchasing Council
205 East 42nd Street
New York, NY 10017
(212) 573-2385
Fax (212) 522-4004

13 Jamaica Chamber of Commerce
90-25 161st Street, Room 505
Jamaica, NY 11432
(718) 657-4800
Fax (718) 658-4642

14 Queens Overall Economic Development Office
120-55 Queens Boulevard, Suite 309
Kew Gardens, NY 11424
(718) 263-0546
Fax (718) 263-0594

15 York College Small Business Development Center

94-50 159th Street

York College,

Room S 107

Jamaica, NY 11451

(718) 262-2880

Fax (718) 262-2881

16 Small Business Development Center - Rutgers University, University Heights 49 Bleeker Street

Newark, NJ 07102

(973) 353-1927

Fax (973) 353-1110

17 Small Business Development Center - Kean University

East Campus, Room 242

Union, NJ 07083

(908) 527-2946

Fax (908) 527-2960

18 New Jersey Air Services Development Office

Newark Liberty International Airport Building #80 - Second Floor

Newark, NJ 07114

(973) 961-4278

Fax (973) 961-4282

19 Caribbean-American Chamber of Commerce

Brooklyn Navy Yard Brooklyn,

NY 11205

(718) 834-4544

Fax (718) 834-9774

20 Manhattan Hispanic Chamber of Commerce

P O Box 3494

Grand Central Station

New York, NY 10163

(212) 683-5955

Fax (212) 683-5999

21 Asian Women in Business

358 Fifth Avenue, Suite 504

New York, NY 10001

(212) 868-1368

Fax (212) 868-1373

22 Asian American Business Development Center

80 Wall Street, Suite 418

New York, NY 10005

(212) 966-0100

Fax (212) 966-2786

23 New York State Federation of Hispanic Chambers of Commerce

2710 Broadway

New York, NY 10025

(212) 222-8300

Fax (212) 222-8412

All such requests shall be in writing addressed to the Construction Manager If any such firm is determined to be eligible it shall only be by a writing over the name of the Construction Manager In the event that such firm is found not to be eligible, the Construction Manager will only consider as a substitute for such firm, a firm listed in the Authority's MBE/WBE Directory available on-line

Please note that the Contractor must submit the names of proposed MBEs/WBEs for work on this Contract if their names do not appear in the Authority's MBE/WBE Directory available on-line in accordance with the requirements of this clause and all other requirements of this Contract MBEs/WBEs proposed as lessors of equipment or Materialmen shall be deemed "Subcontractors" for the purpose of this numbered clause and the clause hereof entitled "Assignments and Subcontracts" but shall not be deemed Subcontractors for any other purpose However only sixty percent (60%) of the amounts paid by the Contractor to such Materialmen who are MBEs/WBEs, except in the case of firms who themselves manufacture materials for use under the Contract, shall be allowed in computing the percentages of the Lump Sum required to be paid to MBEs/WBEs hereunder

Nothing herein shall be deemed to supersede or to otherwise modify the clause of the Form of Contract entitled "Assignments and Subcontracts"

9. INSPECTION OF SITE

Each bidder or his authorized representative must make proper arrangements with the Construction Manager at the construction site before inspecting the construction site To make such arrangements call Construction Manager at 212 748 1001

10. QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to Construction Manager, who, however, is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves Neither Construction Manager nor any other employee or representative of the Construction Manager is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum, which addendum shall be considered part of this Contract Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Construction Manager, or 1 WTC its Directors, officers, agents, representatives or employees shall impair or limit the effect of the warranties of the Contractor contained in the clause of the Form of Contract entitled "Contractor's Warranties" or elsewhere in this Contract The provisions of this clause shall apply to questions addressed by prospective bidders both before and after their receipt of Contract documents

11. AUTHORITY SECURITY REQUIREMENTS

Bidder shall comply with the security requirements set forth herein both pre- and post-contract award, including, without limitation, the requirements set forth in **Rider S** (Site Security Requirements)

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures 1 WTC and Construction Manager reserve the right to impose multiple layers of security requirements on the Contractor, its staff and Subcontractors and their staffs depending upon the level of security required, as determined by 1 WTC This includes the Contractor's responsibility to perform Contractor/Subcontractor identity checks and background screening, including, but not limited to 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, multi-year check of personal, employment and/or credit history The Contractor shall, and shall instruct its Subcontractors, to cooperate with Construction Manager's staff in adopting security requirements These security requirements may include, but are not limited to the following

a Access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like,

b Issuance of photo identification cards

No person will be permitted on or about the construction site without a photo identification badge approved by the Construction Manager The Construction Manager will provide such identification badges for Contractor and Subcontractor staff, and Materialmen, if necessary All employees of the Contractor, Subcontractors and Materialmen shall wear identification badges in a conspicuous and clearly visible position whenever they are working at the construction site

c Access control, inspection, and monitoring by security guards

The Construction Manager may provide for construction site access control, inspection and monitoring by Construction Manager retained security guards However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the construction site at its own expense

d Neither the Contractor nor any Subcontractors shall issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to 1 WTC or the Authority or the Work performed in connection with this Contract without first obtaining the written approval of 1 WTC Such approval may be withheld if for any reason 1 WTC believes that the publication of such information would be harmful to the public interest or is in any way undesirable

e Under no circumstances shall the Contractor nor any Subcontractor communicate in any way with any consultant, department, board, agency, commissioner or other organization or any person whether governmental or private in connection with the Work to be performed hereunder, unless required by Law, except upon prior written approval and instructions of 1 WTC, provided, however that data from manufacturers and suppliers of material may be obtained when such data is necessary to the performance of the Work

f Neither the Contractor nor any Subcontractors shall provide access to the construction site to anyone other than their employees and others who are approved by 1 WTC to be directly involved in performing Work at the construction site

g Neither the Contractor nor any Subcontractor is permitted to take photographs or video recordings or make sketches at the construction site, except when necessary to perform the Work under this Contract Upon request, any photograph, video recording or sketch taken at the construction site shall be submitted to 1 WTC to ascertain compliance with this paragraph

The Contractor shall be required to have its staff and that of its Subcontractors undergo a criminal history background check and shall furnish proof to 1 WTC, in a form acceptable to 1 WTC, that such check has been performed No employee of the Contractor or any Subcontractor will be permitted at the construction site without proof that such check has been performed

In addition, 1 WTC or Construction Manager may increase and/or upgrade security requirements for the Contractor, its staff and Subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations

Should 1 WTC or Construction Manager increase and/or upgrade security requirements after acceptance of the Contractor's Lump Sum Proposal, the Contractor will be compensated for the additional cost of such increase and/or upgrade in accordance with the clause of the Contract entitled, "Extra Work "

11A. PROTECTION OF SECURITY INFORMATION

1 The Contractor, Subcontractors and others requiring access to Confidential and Privileged (C&P) security information and Sensitive Security Information (SSI) shall also be required to implement uniform security procedures regarding the identification, handling, care and storage of C&P security information belonging to 1 WTC or Construction Manager, and SSI as defined in 49 CFR Parts 15 and 1520 1 WTC or Construction Manager C&P security information is information that, if subject to unauthorized disclosure, access, alteration, loss or misuse would be detrimental to the public interest and/or might adversely affect, or compromise, public safety or security as it relates to Authority or 1 WTC property, facilities, systems and/or operations, or which might otherwise adversely affect homeland security

The Authority has developed requirements and other safeguards that are necessary both to prevent unauthorized disclosure of C&P security information and to control the authorized disclosure of this information for use internally within the Authority and when released by the Authority to outside entities for legitimate business purposes These requirements and safeguards may be found in the Handbook for Protecting Security Information (July 8, 2005) and the Sub-Project's Security Information Practices and procedures manual, both of which will be made available to the Contractor and each Subcontractor Each Contractor, Subcontractor and their staffs shall follow and implement the requirements and safeguards set forth in the aforementioned Handbook Further, the staffs of the Contractor, Subcontractors and others requiring access to C&P security information and SSI shall also be required to sign a Non-Disclosure/Confidentiality Agreement (NDA), or an Acknowledgement thereof where an executed NDA is in place, prior to performing work activities in connection with this Contract, the form of which is set forth in **Rider F** (Non-Disclosure and Confidentiality Agreement)

2 The Contractor, each Subcontractor and others requiring access to C&P security information and SSI, shall appoint a senior management level employee to be the company's Security Information Manager (SIM) The SIM is responsible for implementing and maintaining the firm's

Program For Protecting C&P security information and/or SSI A deputy SIM (DSIM) shall also be appointed in case the SIM is unavailable for any reason

3 The SIM shall prepare an Authorized Personnel Agreement Sub-Project List - a list of employees who are authorized to access C&P security information and the date each executed the NDA A copy of this list shall be provided to 1 WTC and the Construction Manager and updated monthly This list will be used to verify that individuals have been briefed into the program and are certified for access to C&P security information

Protection of C&P security information and SSI is a material obligation of the Contractor hereunder and failure to do so is grounds for termination for cause

In addition, an individual's access to C&P security information and SSI may be contingent upon the satisfactory completion of a security background check for such individual and proof of the implementation of satisfactory procedures for safeguarding such C&P security information and/or SSI

Unauthorized disclosure of SSI may be grounds for a civil penalty and/or other enforcement or corrective action by the United States Department of Transportation and/or the United States Department of Homeland Security against individuals or entities they deem appropriate including but not limited to the Contractor, its Subcontractors and their staffs

Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure

4 The Contractor shall include and require the inclusion of this numbered provision in all subcontracts and contracts for Work, services or supplying materials required for this Contract of every tier

11B. PREVAILING RATE OF WAGE CERTIFICATION

The bidders' attention is directed specifically to the clause of the Form of Contract entitled "Prevailing Rate of Wage" and to the fact that the Construction Manager requires a certification in writing from the successful bidder, in such form as may be required pursuant to such clause, that he has paid and caused his Subcontractors to pay at least the prevailing rate of wage and supplements required by such clause This certification is required prior to his receipt of any payment from the Construction Manager hereunder as provided in the clauses of the Form of Contract entitled "Monthly Advances" and "Final Payment" or at any other time

11C. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED 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 contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards, (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction, (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above, (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal, (f) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract, (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes, (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government, (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation, and (k) shared space, staff, or equipment with any business entity

The foregoing certification as to "(a)" through "(k)" shall be deemed to have been made by the bidder as follows if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder 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 certification, 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 certification, 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 certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to complete **Rider K** (Project Corruption Prevention Program) as part of its bid, require all Subcontractors and Materialmen to complete **Rider K** (Project Corruption Prevention Program) and to immediately notify the Construction Manager in writing of any change in circumstances during the period of irrevocability, or any extension thereof

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Construction Manager and that the Construction Manager will rely on its truth and accuracy in awarding this Contract In the event that the Construction Manager determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification, willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect. or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Construction Manager may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of 1 WTC" 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 Construction Manager will evaluate the reasons therefor provided by the bidder

Under certain circumstances the bidder may be required as a condition of this 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 1 WTC Said Monitor shall 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 1 WTC and the Authority

As used in this clause, the following terms shall mean

Affiliate - An entity in which the parent of the bidder owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the bidder also owns more than fifty percent (50%) of the voting stock

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others

Employer Identification Number - The tax identification number assigned to firms by the federal government for tax purposes

Investigation - Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, 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 fifty percent (50%) of the voting stock of the bidder

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the bidder and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the bidder or if such services are provided on an alternating or interchangeable basis between the bidder and the other business(es) or not-for-profit organization(s) "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory This type of sharing may include, but is not limited to, individuals who provide the following services telephone answering, receptionist, delivery, custodial, and driving

Equipment Sharing - Equipment shall be considered to be shared whenever the bidder shares the ownership and/or the use of any equipment with any other business or not-for-profit organization Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment Equipment shall not be considered to be shared under the following two circumstances when, although the equipment is owned by another business or not-for-profit organization, the bidder has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment, or when the bidder owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the bidder has relinquished all right to the use of such leased equipment

12. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION; CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE

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 given or agreed to give anything of value (see definition of "anything of value" appearing in the clause of the Form of Contract entitled "No Gifts, Gratuities, Offers of Employment, etc ") 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 and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions by Bidders"), nor does this organization have any knowledge of any act on the part of an Construction Manager employee or former Construction Manager 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, 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 certification as to "(a)", "(b)", "(c)", "(d)" and "(e)" shall be deemed to have been made by the bidder as follows if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each parent, affiliate, director and officer of the bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the bidder with an ownership interest in excess of ten percent (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 certification, 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 certification, 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 certification, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty

Notwithstanding that the bidder may be able to make the foregoing certification at the time the bid is submitted, the bidder shall immediately notify the Construction Manager in writing during the period of irrevocability of bids on this Contract or any extension of such period, of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Construction Manager and that the Construction Manager will rely on its truth and accuracy in awarding this Contract In the event that the Construction Manager 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 certification 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 certification required to be disclosed, the Construction Manager may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids on Construction Manager or 1 WTC contracts and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of 1 WTC"

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 Construction Manager will evaluate the reasons therefor provided by the bidder

Under certain circumstances the bidder may be required as a condition of this 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 Authority Said Monitor shall 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 1 WTC and the Authority

13. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS – DETERMINATIONS 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, which Construction Manager and 1 WTC adopt as set forth herein, 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 Authority 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 Authority contract and then to establish that it is eligible to be awarded the 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 agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law

The full text of the resolution adopting the Authority policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993

14. CONSTRUCTION SKILLS 2000 – APPRENTICESHIP PROGRAM

The Authority is a participant in Construction Skills 2000, a cooperative program among New York City schools, unions and public agencies Construction Skills 2000 creates career opportunities in the construction industry for high school graduates by providing a systematic pathway into union-sponsored, skilled trade apprenticeship programs The Authority encourages Contractors and their Subcontractors to maximize the use of apprentices under the applicable collective bargaining agreements or as contained in the applicable program approved by the New York State Department of Labor The Contractor's plan for utilizing apprentices will be discussed at the pre-construction meeting

Each Subcontractor proposed for approval under the Contract whose total amount of subcontracts under this Contract is greater than $1 Million Dollars and each bidder (except as set forth in the certification below) will be required to certify as to their participation in a New York State-registered apprenticeship program

15. CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM

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 participates in an apprenticeship program registered by the New York State Department of Labor Participation in such an apprenticeship program shall mean that the bidder either (a) is a signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered with the New York State Department of Labor or (b) individually sponsors an apprenticeship program registered by the New York State Department of Labor and, in the case of both (a) and (b) above, such apprenticeship program shall be in the trade(s) in which Work is to be performed This clause shall not apply to bidders who will perform all Work at the construction site through the use of Subcontractors

The foregoing certification, 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 certification, 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 certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Construction Manager in writing of any change in circumstances during the period of irrevocability, or any extension thereof

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Construction Manager and that the Construction Manager will rely on its truth and accuracy in awarding this Contract In the event that the Construction Manager determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification, willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect, or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Construction Manager may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of 1 WTC " 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)

PLEASE SEE ATTACHED
APPENDIX 'A'
BID PROPOSAL FORM

FORM OF CONTRACT
CHAPTER I
GENERAL PROVISIONS

16. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Contract or any of the other papers forming a part of the Contract shall be construed as follows

"1 WTC" shall mean 1 World Trade Center LLC, a Delaware Limited Liability Company, having an office c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York, 10003 ("1 WTC") Any reference to 1 WTC in the context of performing any duty, conducting any action, rendering a decision, or having any discretion shall be performed by the 1 WTC Representative 1 WTC shall have all rights and benefits of Construction Manager as set forth herein

"1 WTC Indemnitee Group" shall mean 1 WTC, Authority, Construction Manager, Silverstein Freedom Tower Development LLC and all other Additional Insureds referred to in **Rider D** (Insurance Rider)

"1 WTC Representative" shall mean the Director of the World Trade Center Construction Department or his designee 1 WTC Representative is the only authorized representative to act, or receive, on behalf of 1 WTC with respect to any duty, obligation, notice or other action set forth in this Contract

"Authority" shall mean the Port Authority of New York and New Jersey

"Construction Manager" shall mean Tishman Construction Corporation, a Delaware corporation, having an office at 666 Fifth Avenue, New York, New York 10103, acting as agent for 1 WTC hereunder, and shall be generally responsible for the managing, supervision, coordination, and direction of all contractors in regards to the Work

"Contract" shall mean, in addition to this Form of Contract, the Instructions for Bidders and Bid Proposal Form, Sections 1-15, the Proposal, all Riders listed herein under "List of Riders," the Construction Manager's acceptance, the Specifications and the Contract Drawings (including written addenda issued over the name of the Construction Manager), all of which are made part hereof as though herein set forth in full The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance However, the Riders may be unilaterally amended from time to time by 1 WTC, which amendments constitute terms and conditions of the Contract To the extent there is any conflict between documents forming the Contract, the provisions of the Riders shall control over all other provisions, followed by the terms of this Form of Contract followed by all other terms and conditions that form the Contract All Riders that include blanks or forms shall be filled in or completed by Contractor, who shall also obligate Subcontractors and Materialmen to fill in such blanks and complete such forms

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays and holidays, included

"Design Team" shall mean all of the design professionals hired by 1 WTC, either directly or indirectly to provide professional services with respect to the Project including without limitation Architect of Record, Engineer of Record and Design Consultants

The term "construction site" or words of similar import shall mean the World Trade Center, New York, New York

"Work" shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Construction Manager) and other facilities and all other things necessary or proper for or incidental to performing the construction at the World Trade Center site, and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things

"Work required by the Contract Drawings in their present form" or words of similar import shall include all Work required by or reasonably inferable from the Specifications in their present form (whether or not shown upon the Contract Drawings), all Work shown upon or reasonably inferable from the Contract Drawings in their present form (whether or not mentioned in the Specifications), and all Work involved in or incidental to the accomplishment of the results intended by the Specifications and Contract Drawings in their present form (whether or not mentioned therein or shown thereon) "

"Equipment" and "plant" shall include construction equipment and plant rented as agent for the Construction Manager

"Extra Work" shall mean Work required by the Construction Manager pursuant to the clause hereof entitled "Extra Work Orders" which is in addition to that required by the Contract Drawings in their present form

"Contract Drawings" shall mean the drawings and specifications designated in **Rider B** (List of Drawings and Specifications), and, except as used in the phrase "Contract Drawings in their present form", shall include any future alterations and revisions to such drawings and specifications Any reference herein to Specifications shall mean specifications contained within the Contract Drawings

"Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Construction Manager to illustrate some portion of the Work The terms "shop drawings", "placing drawings" and "working drawings" are used interchangeably in this Contract

"Catalog Cuts" shall mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or the Construction Manager to illustrate some portion of the Work

"Chief Engineer" shall mean the Chief Engineer of the Authority for the time being, or his successor in duties, acting personally

"Engineer" shall mean the Chief Engineer, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them

"Architect of Record" shall mean Skidmore Owings & Merrill LLP

"Engineer(s) of Record" shall mean the engineers hired by 1 WTC to perform professional engineering services for the Project who have provided professional stamps to one or more of the Contract Drawings

"Design Consultant" shall mean members of the Design Team who are not the Architect of Record or the Engineer of Record

"Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him

"Integrity Monitor" shall have the meaning set forth in Section 18 (Access to Records) of this Form of Contract

The term "permanent construction" shall include all construction, installation, structures, equipment and materials (including materials and equipment, if any, furnished by the Construction Manager to be constructed, installed or left by the Contractor at or about the construction site (or elsewhere in the possession of the Construction Manager after the completion of the Work (whether or not they are yet delivered or installed), even though they are subsequently to be removed by others The terms, "permanent installation", "permanent structure", "permanent materials", and words of similar import shall have the same meaning as the term "permanent construction"

"Subcontractor" shall mean anyone who performs Work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or in 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 or who performs Work which consists only of the operation of construction equipment of which he is the lessor

"Materialman" shall mean anyone who furnishes materials, plant or equipment to the Contractor or any Subcontractor for use at or about the construction site in the performance of Work

"Materialman" or "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 or 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 himself

"Workingman" or "workman" shall mean any employee of the Contractor or of a Subcontractor who performs personal labor or personal services at the construction site

"Lump Sum" shall mean the amount stipulated in the clause hereof entitled "General Agreement"

"Notice" shall mean a written notice

Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required permitted, ordered, designated or prescribed by the Construction Manager, and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Construction Manager, and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Construction Manager

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words

17. GENERAL AGREEMENT[3]

The Contractor agrees to perform the construction at the World Trade Center site and to furnish all structures, equipment, plant, labor, materials and other facilities and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the Contract Drawings designated in **Rider B** (Contract Drawings and Specifications) and any future changes therein, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract The furnishing of equipment and plant, however, shall be subject to the provisions of the clause hereof entitled "Agency for Rental of Construction Equipment"

The Construction Manager agrees to pay to the Contractor and the Contractor agrees to accept from the Construction Manager, in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, a compensation of

One Million One Hundred Ninety-Three Thousand One Hundred Fifty-Three Dollars ($1,193,153.00) (throughout this Contract called the "Lump Sum"), and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Construction Manager, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done, but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract Drawings, whatsoever Work may be required in addition to that required by the Contract Drawings in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered

18. ACCESS TO RECORDS

The Construction Manager and 1 WTC shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims it should be compensated, by the Construction Manager by payment determined on any basis other than by payment of a lump sum or unit price amount agreed upon in writing by the Contractor and the Construction Manager, provided, however, such access shall extend to certified payroll records as described in the clause of the Form of Contract entitled "Prevailing Rate of Wage" regardless of the method by which the Contractor is compensated under this Contract The Contractor shall obtain for the Construction Manager and/or 1 WTC similar access to similar records and documents of Subcontractors Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor, provided, however, that if within the aforesaid three (3) year period the Construction Manager or 1 WTC has notified the Contractor in writing of a pending claim by the Construction Manager or 1 WTC under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his Subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved

---

[3] For sales tax exemptions, if any, see clause entitled "Exemptions from New York State and New York City Sales Taxes"

In the event that the Authority hires an integrity monitor in connection with the Project ("Integrity Monitor"), then the Contractor, and all Subcontractors and Materialmen of any tier, will cooperate fully with the Integrity Monitor, 1 WTC and the Authority, including but not limited to providing complete access to all personnel and records related to the performance of this Contract Failure to comply with this provision shall be a material breach of this Contract

No provision in this Contract giving the Construction Manager and/or 1 WTC a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Construction Manager and/or 1 WTC and would have in the absence of such provision

19. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT AND PURCHASE OF MATERIALS NOT INCORPORATED IN PERMANENT CONSTRUCTION

With respect to the performance of Work in the State of New York

A General Provisions

In light of the fact that the Authority has designated 1 World Trade Center LLC as its agent for certain purposes, the Contractor further agrees to act as the agent of the Authority, subject to the provisions of this numbered clause relating to such agency *(i)* for the rental of all construction equipment necessary or desirable for or incidental to the performance of the Contract (other than construction equipment owned and also used by the Contractor or owned and also used by any subcontractor) *and (ii) for the purchase of materials not to be incorporated in the Permanent Construction but to be used or consumed in the performance of the Contract as provided in the clause in the Form of Contract entitled "Exemption From New York State and New York City Sales Taxes"* and, in the exercise of such agency, to assume all the obligations and duties imposed upon him by this Contract The Contractor may authorize any subcontractor to act as his subagent for *such* rental *or purchase,* subject to all the provisions of this Contract "Construction equipment" as used in this numbered clause shall include plant

The Authority will pay the *(i)* rental charges for said equipment directly to the lessors thereof, *and (ii) purchase prices for said materials directly to the vendors thereof,* but the charges so paid shall be deducted from the compensation payable to the Contractor under the Contract, provided, however, that the Authority will pay such charges, and the Contractor is authorized by the Authority to act as such agent, to the extent only that the charges or prices payable for such rental *or purchase, as the case may be,* do not exceed the compensation payable to the Contractor under the Contract, and provided further that the Contractor performs all the obligations relating to said agency imposed upon him by this Contract

The Authority will provide the Contractor with a statement or other documentation to be furnished by him and the subcontractors to such lessors *and materialmen* who will identify this Contract as the one under which the Contractor is authorized to rent said equipment *or purchase said materials* and which will identify the site to which delivery must be made The Contractor shall arrange for delivery of said equipment *or materials* directly to the construction site Payment of the rental charges *or purchase prices* shall be made by the Authority on the basis of invoices made out to the Authority in which is contained the place of delivery and on which the Contractor has certified by endorsement that such construction equipment *or materials* is or are being or has or have been used in the performance of the Contract, said invoices to be submitted through the Contractor to the Authority at the time said equipment *or materials* is used at the construction site In the event said invoices are not submitted promptly, at the time stated above, but are submitted at a time when, by reason of prior advances and payments to the Contractor or for his account, the amounts still payable to the Contractor in connection with the Contract are

insufficient to pay said invoices, then the Authority shall not be liable to the lessors *or vendors* for any amounts in excess of said amounts still payable to the Contractor which remain in the possession of the Authority

Notwithstanding the above agency arrangement, the Authority shall not be liable to lessors of construction equipment for any amounts except rental charges based on time of use of such equipment, nor shall the Authority be liable to vendors of construction materials for any amounts except the purchase price thereof, and the Contractor's agency is limited accordingly All obligations incurred by the Contractor or subcontractors for any other expenses, including repairs and damages for breach of the rental agreement, shall be obligations incurred by the Contractor or subcontractors as principal not as agent of the Authority Moreover, as between the Authority and the Contractor, the Contractor shall be responsible for all amounts due to lessors of construction equipment *and vendors of construction materials* notwithstanding the above agency arrangement

The Contractor shall indemnify the Authority against any claim of any kind whatsoever made against the Authority by a lessor of construction equipment *or vendor of construction materials*, and the Contractor assumes the risk of all claims against him by any lessor of construction equipment *or vendor of construction materials*, including claims in connection with a subcontractor

The agency provided for under this numbered clause shall not relieve the Contractor of any of his duties and obligations elsewhere provided for under this Contract

B Option Not to Act as Agent

Notwithstanding the provisions of A above, the Contractor shall have the right to elect not to act as agent of the Authority for the *(i)* rental of any particular item or items of said construction equipment, *or (ii) purchase of any construction materials,* in which event, with regard to any such rentals *or purchases* by the Contractor as principal and not agent, the provisions of A of this numbered clause shall be inapplicable as well as those provisions of the clause of the Form of Contract entitled "Exemption From New York State and New York City Sales Taxes", which relate to rental of construction equipment *and purchase of materials not incorporated in the Permanent Construction*

20. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES

A Materials Incorporated in Permanent Construction

The attention of the Contractor is directed to the following provision of the New York Tax Law

"§1115 Exemptions from sales and use taxes (a) Receipts from the following shall be exempt from the tax on retail sales imposed under subdivision (a) of section eleven hundred five and the compensating use tax imposed under section eleven hundred ten

* * *

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in (i) erecting a structure or building (A) of an organization described in subdivision (a) of section eleven hundred sixteen, * * * or (ii) adding to, altering

or improving real property, property or land (A) of such an organization, * * * as the terms real property, property or land are defined in the real property tax law, provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property "

The Authority is an exempt organization of the type described in subdivision (a) of section eleven hundred sixteen

In view of the foregoing, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such tangible personal property

If (i) any claim is made against the Contractor by the State of New York or City of New York for such sales or compensating use taxes, or (ii) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialman or subcontractor by the State of New York or City of New York for such sales or compensating use taxes, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that

1) the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all the forms and certificates required by the applicable laws, rules and regulations in connection therewith,

2) the Authority is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that the Authority may choose and to settle or satisfy said claim and such attorney as the Authority may designate is authorized to act for the purpose of contesting, settling and satisfying said claim, and

3) the Contractor, or the Contractor and any such subcontractor, as the case may be, give immediate notice to the Authority of any such claim, cooperate with the Authority and its designated attorney in contesting said claim and furnish promptly to the Authority and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six years

If the Authority elects to contest any such claim, it will bear the expense of such contest

B B Rental of Construction Equipment

The rental by the Contractor or a subcontractor of construction equipment not owned by the Contractor or a subcontractor for use in the performance of the Contract will also not be subject to New York State or New York City sales or compensating use taxes, provided that

1) the Contractor's and any subcontractor's use of construction equipment rented from others, and any agreement for such rental, is based upon the agency arrangement provided for in the clause hereof entitled "Agency for Rental of Construction Equipment *and Purchase of Materials Not Incorporated in Permanent Construction*" and the Contractor and subcontractors have performed all their obligations under said clause,

2) delivery of said equipment is to the construction site,

3) the Contractor or subcontractor has furnished to the lessor the statement or other documentation from the Authority identifying this Contract as the one under which the Contractor or subcontractor has been authorized to rent said equipment and identifying the construction site to which delivery must be made,

4) the invoice for said equipment is made out to the Authority and prescribes the place of delivery, and

5) the amounts payable for rental of said equipment do not exceed the amount of compensation payable in connection with the Work

In view of the above, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such rentals of equipment

If (i) any claim is made against the Contractor by the State of New York or the City of New York for sales or compensating use taxes on such rental of construction equipment or (ii) any claim is made against the Contractor by a materialman, lessor or a subcontractor on account of a claim against such materialman, lessor or subcontractor by the State of New York or the City of New York for sales or compensating use taxes on rental of said equipment, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that the provisos listed above in this numbered clause as A 1 through A 3 and B 1 through B 5 are complied with

If the Authority elects to contest any such claim, it will bear the expense of such contest

C Materials Not Incorporated in Permanent Construction

The *purchase* by the Contractor or a subcontractor of *materials not incorporated in the Permanent Construction, but used or consumed* in the performance of the Contract, *including but not limited to, tangible personal property for use in (i) maintaining, installing, repairing or servicing tangible personal property or (ii) the Permanent Construction, excluding tools and equipment, and construction supplies or otherwise taxable services used or consumed by the Contractor or subcontractors at the construction site, excluding tools and equipment,* will also not be subject to New York State or New York City sales or compensating use taxes provided that

1 the Contractor's and any subcontractor's *purchase* of *materials* is based upon the agency arrangement provided for in the clause hereof entitled "Agency for Rental of Construction Equipment *And Purchase of Materials Not Incorporated in Permanent Construction*" and the Contractor and subcontractors have performed all their obligations under said clause,

2 delivery of said *materials* is to the construction site,

3 the Contractor or subcontractor has furnished to the *vendor* the statement or other documentation from the Authority identifying this Contract as the one under which the Contractor or subcontractor has been authorized to *purchase said materials* and identifying the construction site to which delivery must be made,

4 the invoice for said *materials* is made out to the Authority and prescribes the place of delivery, and

5 the amounts payable for said purchase of *materials* do not exceed the amount of compensation payable in connection with the Work

In view of the above, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such *purchases of materials* If (i) any claim is made against the Contractor by the State or City of New York for sales or compensating use taxes on such *purchases of materials* or (ii) any claim is made against the Contractor by a materialman, or a subcontractor on account of a claim against such materialman, or subcontractor by the State or City of New York for sales or compensating use taxes on *purchases of said materials*, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that the provisions listed above in this numbered clause as A 1 through A 3 and *C* 1 through *C* 5 are complied with

If the Authority elects to contest any such claim, it will bear the expense of such contest

20A. PERFORMANCE AND PAYMENT BOND

At the time of accepting a Contractor's Proposal, Construction Manager shall notify Contractor if payment and performance bonds will be required If bonds are so required, Contractor shall furnish any required bond for the faithful performance of all obligations imposed upon Contractor by the Contract and also for the payment of all lawful claims of Subcontractors, Materialmen, and workers arising out of the performance of the Contract Such bond shall be in the form bound herewith entitled, "Performance and Payment Bond", shall be in a penal sum equal to the Lump Sum and such bond shall be signed by one or more sureties[4] satisfactory to the Construction Manager, and shall include both Construction Manager and 1 WTC as dual Obligees The bond may be executed on a separate copy of such form not physically attached to this Contract booklet In any case, both the form of bond bound herewith and any unattached executed copy thereof shall form a part of this Form of Contract as though herein set forth in full

If the Construction Manager elects to require the Contractor to furnish a bond, he shall deliver such bond to the Construction Manager within seven days after receipt by him of the acceptance of his Proposal, and the sureties thereon shall be as proposed by him, provided, that if the Construction Manager has theretofore given notice to him that his proposed sureties or any of them are not satisfactory, the bond shall be executed by other sureties satisfactory to the Construction Manager

The Construction Manager shall give notice to the Contractor within ten (10) days after receipt of the Performance and Payment Bond as to whether or not such bond is satisfactory

---

[4] Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to the Construction Manager as acceptable as sureties to the Treasury Department In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of the Treasury Department of the sureties shall equal or exceed the penal sum of the Performance and Payment Bond

In the event of a default by the Contractor in its obligation to furnish a satisfactory bond within seven (7) days after he received an acceptance of his Proposal, such default shall entitle the Construction Manager in its discretion to terminate this Contract at any time within forty-five (45) days after the acceptance of the Proposal, without any liability on the part of the Construction Manager or 1 WTC Inasmuch as the damages to the Construction Manager resulting from a termination by it upon the failure of the Contractor to furnish a satisfactory bond will include items whose accurate amount will be difficult or impossible to compute, such damages shall be liquidated in the sum of the following amounts

A The excess, if any, of the Lump Sum in the Proposal finally accepted over that in the Proposal of the Contractor, and

B The expense of such new solicitation of the Contract and related costs, e g costs of printing, if any, as may be deemed necessary by the Construction Manager, and

C The sum of Five Thousand Dollars ($5000) for each day after the receipt by the Contractor of the acceptance of his Proposal that the performance of the Contract is not commenced by reason of the failure of the Contractor to furnish the required bond

If the Contractor furnishes a bond in accordance with the requirements of the Construction Manager under this numbered clause, the Construction Manager shall reimburse the Contractor for the net amount actually paid by him to the surety or sureties as the premium on such bond The Contractor shall deliver to the Construction Manager receipts from the surety or sureties evidencing such payment and the amount thereof Within fifteen days after receipt of such evidence satisfactory to the Construction Manager, the Construction Manager shall pay to the Contractor by check the amount provided in this numbered clause

If at any time the Construction Manager shall be or become dissatisfied with any surety or sureties, then, upon any bond furnished in accordance with the requirements of the Construction Manager, or if for any other reason such bond shall cease to be adequate security, the Contractor shall, within five (5) days after notice from the Construction Manager so to do, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of the Construction Manager to constitute adequate security

CHAPTER II
ADJUSTMENTS AND PAYMENTS

21. ADJUSTMENTS OF LUMP SUM

If any Work required by the Contract Drawings in their present form shall be countermanded or reduced, the Construction Manager shall have full authority on behalf of both parties to make such adjustment by way of reduction in the Lump Sum as he may in his sole discretion deem equitable and reasonable, and in making such adjustment, no allowance to the Contractor shall be made for anticipated profits

The Construction Manager shall have authority to agree in writing with the Contractor for adjustments by way of reduction in the Lump Sum in lieu of those for which provision is heretofore made in this numbered clause

22. COMPENSATION FOR EXTRA WORK

Contractor shall not perform or receive compensation for Extra Work without prior written authorization to perform such Extra Work from Construction Manager The Construction Manager shall have authority to agree in writing with the Contractor upon lump sum, in accordance with **Rider C** (Alternatives and Unit Prices) or such other compensation for Extra Work in lieu of the compensation for which provision is hereinafter made in this numbered clause

If such agreement on compensation is not made, and Extra Work be performed, the Contractor's compensation shall be increased by the following amounts and such amounts only

> In the case of Extra Work performed by the Contractor personally, or by a Subcontractor of any tier or a Materialman, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus fifteen percent of such net cost in the aggregate for such Extra Work, plus such rental for equipment (other than small tools) required for such Extra Work as the Construction Manager deems reasonable plus the net increase in premiums for Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance charged on the basis of the compensation for labor and materials for such Extra Work

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

"Labor" means foremen, surveyors, laborers, mechanics and other employees below the rank of superintendent, exclusive of timekeepers, directly employed at the construction site, whether employed by the Contractor or by the Subcontractors, subject to the Construction Manager'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) premiums, if any, actually paid by the employer for Workers' Compensation Insurance upon the basis of such wages, (b) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (c) taxes actually paid by the employer pursuant to law upon the basis of such wages "Employees" as used above means only the employees of one employer

"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 construction site 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

"Work day" in reference to an item of equipment means a day other than a Saturday, Sunday or legal holiday except that if the particular item of equipment is actually utilized at the construction site by the Contractor or Subcontractors under this Contract or any other contract with the Construction Manager, 1 WTC or the Authority on a Saturday, Sunday or legal holiday said day shall be deemed a work day The rental for equipment, whether owned by the Contractor or Subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Construction Manager on the basis of the following

A

1) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95131-2398), (hereinafter called "the Blue Book") shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below) except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Extra Work No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Extra Work (i e standby rental time) None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section

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

B When utilizing the rental rates appearing in the Blue Book, the Construction Manager shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria

1) The rate to be applied for an item of equipment used on a particular Extra Work order shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of equipment or substitute item of equipment is at the construction site for use by the Contractor or Subcontractors whether under this Contract or any other contract with the Authority Included within this period will be (i) work days of idleness of the equipment at the construction site whether such idleness results from acts or omissions of the Contractor, Construction Manager, 1 WTC consultants or third persons, breakdowns in the equipment or any other cause, (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of equipment from the construction site for repairs and the delivery to the construction site of the same or substitute equipment The number of work days in the period for each rate shall be as indicated below

Three work days or less	Daily Rate
More than three work days but not more than fifteen work days	Weekly Rate
More than fifteen work days	Monthly Rate

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

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of weekly rental from Blue Book
Hourly rate based on monthly rental	1/176 of monthly rental from Blue Book

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

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

C In the case of equipment utilized only for Extra Work (a) in addition to amounts determined as provided in subparagraphs A and B above, there will be added to the rental as computed above the reasonable cost of transporting such equipment to and from the construction site, and (b) notwithstanding the number of hours during which such equipment is utilized, the minimum rental therefor will be for a period of eight hours

In computing the Contractor's compensation insofar as it is based upon Extra Work, and notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or expense not expressly set forth above, it being expressly agreed that the costs and percentage additions hereinbefore provided cover items of cost and expense to the Contractor of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Contractor and small tools

Whenever any Extra Work is performed (whether by the Contractor directly or through a Subcontractor), the Contractor shall, at the end of each day, submit to the Construction Manager (a) daily time slips showing the name and number of each workman employed on such Work, the number of hours which he is employed thereon, the character of his duties, and the wages to be paid to him, (b) a memorandum showing the rates and amounts of Workers' Compensation Insurance premiums, if any, and state and federal taxes based on such wages, and vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages (c) a memorandum showing the amount and character of the materials furnished for such Work, from whom they were purchased and the amount to be paid therefor, and (d) a memorandum of equipment used in the performance of such Work, together with the rental claimed therefor Such memoranda and time slips are

for the purpose of enabling the Construction Manager to determine the amounts to be paid by the Construction Manager under this numbered clause, and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor to furnish them with respect to any Work shall constitute a conclusive and binding determination on his part that such Work is not Extra Work and shall constitute a waiver by the Contractor of claims for payment for such Work In the event that the Construction Manager and the Contractor shall agree in writing upon a lump sum or other compensation for Extra Work in lieu of compensation as provided in the second paragraph of this clause, the daily time slips and memoranda required by this paragraph shall not be required subsequent to the date on which such agreement has been reached

23. COMPENSATION FOR EMERGENCY DELAYS

If the Contractor is specifically directed by the Construction Manager to suspend his operations as stipulated in the Specifications entitled "Conditions and Precautions" or if the Contractor is specifically directed not to start his operations at a time when operations are permitted to start as stipulated in such Section, and if solely because of such suspension or direction not to start any of the Contractor's or Subcontractor's employees or equipment then engaged in or about to start such Work are necessarily kept idle at the construction site, during the hours when they would otherwise be engaged in the performance of the Work, then the Contractor's compensation shall be increased by an amount equal to the salaries and wages in amounts approved by the Construction Manager which the employer is required to pay and actually pays to such employees for the period or periods of such idleness, plus a proper proportion of (a) taxes actually paid by the employer pursuant to law upon the basis of such salaries and wages, and (b) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligations upon the basis of such salaries and wages, and in addition thereto such rental as the Construction Manager deems reasonable for such equipment during the period or periods of such idleness The rental for idle equipment shall be computed by the Construction Manager in accordance with the provisions of the clause of the Form of Contract entitled "Idle Salaried Men and Equipment"

In the event that the Contractor deems that any payment should be made pursuant to this numbered clause, he shall give prompt written notice to the Construction Manager stating the reasons why he believes such payments should be made and shall moreover, furnish to the Construction Manager at the end of each day, a memorandum showing the name, payroll title, salary rate and employer of each of the workingmen, and description, owner and claimed rental rate for each item of equipment claimed to have been kept idle Said notice and memorandum are for the purpose of enabling the Construction Manager to verify the Contractor's claim at the time Accordingly, notwithstanding any other provisions hereof, the failure of the Contractor to furnish such notice and memorandum shall constitute a conclusive binding determination on his part that he is not entitled to compensation as provided herein and shall constitute a waiver by the Contractor of all claims for such payment, such notice and memorandum being conditions precedent to payment under this numbered clause

24. PROGRESS PAYMENTS

Payment Applications shall be on the form and provide all information and documentation as required in **Rider L** (Payment Procedures), including without limitation all necessary certifications required herein for Prevailing Rate of Wage paid by Contractor and its Subcontractors

Using the Schedule of Values as a line-item accounting format, Payment Applications shall identify in detail the percent of Work completed less retention withheld

The percentage completion shall be the percentage of that portion of the Work that has actually been completed, as approved by Construction Manager and 1 WTC

Construction Manager shall retain ten percent (10%) retention from all Payment Applications Contractor may, upon its Work being fifty percent (50%) complete, seek Construction Manager's and 1 WTC's approval to reduce such retention 1 WTC shall have sole discretion to approve or reject such request, regardless of Construction Manager's recommendation

Each Payment Application period shall be one (1) calendar month ending on the last day of the month On the 20th of each month, Contractor shall submit to Construction Manager and 1 WTC a pencil draft of the Payment Application for the current month Contractor, Construction Manager, Design Team representatives and 1 WTC shall meet on or before the 25th to discuss the draft By the 1st (3rd for February Payment Application) of the following month, Contractor shall submit the official Payment Application in accordance with the approved pencil draft, along with all required information and documentation as set forth in **Rider L** (Payment Procedures) Construction Manager shall have ten (10) days thereafter to review and approve all or a portion of the Payment Application that shall be based upon the information in the approved pencil draft and associated required documentation, inform Contractor of missing required documentation or information, and issue the Certificate for Payment for the approved portion of the Payment Application Construction Manager shall provide an integrated monthly progress payment request to 1 WTC for all contractors on the Project simultaneously The approved portion of the Payment Application, subject to Construction Manager supplying all required documentation, shall be paid by 1 WTC to Construction Manager Construction Manager shall pay Contractor no later than three (3) business days, or later if directed by 1 WTC, after receipt of such payment

Notwithstanding the above, 1 WTC and Construction Manager reserve the right, in their sole discretion, to directly pay Subcontractors and Materialmen

25. FINAL PAYMENT

After the rendition of the Certificate of Final Completion and upon receipt from the Contractor of such information as may be required, the Construction Manager shall certify in writing to 1 WTC and to the Contractor the total compensation earned by the Contractor

If so required, the Contractor shall thereupon (i) certify to the Construction Manager in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that Contractor has paid and caused its Subcontractors of any tier to pay at least the prevailing rate of wage and supplements required by such clause and (ii) furnish to the Construction Manager a detailed sworn statement of all claims, just and unjust, of Subcontractors, Materialmen and other third persons then outstanding and which Contractor has reason to believe may thereafter be made on account of the Work (iii) furnish to the Construction Manager evidence of payment of all union fringe and employee benefit obligations, and (iv) furnish to the Construction Manager Final Waivers of Lien and Release from all Subcontractors and Materialmen of any tier

Within fifteen (15) days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required), the Construction Manager shall submit all required payment documents to 1 WTC 1 WTC shall pay to Construction Manager and Construction Manager shall pay to Contractor within three (3) business days, or later if directed by 1 WTC, after the receipt from 1 WTC, by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to the 1 WTC Indemnitee Group of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the Construction Manager or 1 WTC and others relating to or arising out of the Contract , including claims arising out of breach of contract and claims based on claims of third persons, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations in connection with this Contract or the Performance and Payment Bond

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous, but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective Such release shall include all claims, whether or not in litigation and even though still under consideration by the Construction Manager or the Engineer Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of six percent (6%) per annum for the period, if any, in which such interest is due

26. WITHHOLDING OF PAYMENTS

(1) If the Contractor fails to perform any of its obligations under this Contract or under any other agreement between the Contractor and 1 WTC (including Contractor's obligation to pay in accordance with the terms of any such contract or agreement any claim lawfully made against Contractor by any Materialman, Subcontractor of any tier, worker, or other person or entity, which claim arises out of or in connection with the performance of this Contract or any other agreement as so described, or (2) if any claim (just or unjust) which arises out of or in connection with this Contract, or any other agreement between the Contractor and 1 WTC, is made against the Authority, or 1 WTC or (3) if any Subcontractor with respect to this Contract, or with respect to any other agreement between the Contractor and 1 WTC, fails to pay any claim lawfully made against such Subcontractor by any Materialman, Subcontractor, worker, or other third person that arises out of or in connection with this Contract or any other agreement so described, or if in the opinion of the Chief Engineer, any of the aforesaid contingencies is likely to arise, then the Construction Manager shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Chief Engineer 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 Chief Engineer 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 Construction Manager 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 Construction Manager does not intend to exercise its right with respect to such contingency Neither the above provisions for rights of the Construction Manager to withhold and apply moneys nor any exercise or attempted exercise of, or omission to exercise, such rights by the Construction Manager shall create any obligation of any kind to such Materialmen, Subcontractors, workmen or other third persons

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Construction Manager or 1 WTC under this numbered clause

In the event that wages and/or supplements have been paid in an amount less than as required by this Contract, then the Construction Manager, 1 WTC or Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with 1 WTC or Authority, so much as may be necessary to pay to union fringe benefit funds, laborers, mechanics, architects, draftsmen, engineers and technical workers, and others employed on the Work, the difference between the sums such persons should have received as wages and/or supplements and the amounts they actually received, and to pay such sums over to such persons All such payments shall be deemed to be payments for the Contractor's account In addition, the Contractor shall be required to pay to 1 WTC or Authority an amount equal to the Construction Manager's, 1 WTC's or Authority's cost of any investigation conducted by or on behalf of the 1 WTC or Authority, that discovers a failure to pay wages and/or supplements as required by this Contract by the Contractor or its Subcontractors, the cost of such investigation to be determined by the Chief Engineer personally If the Contractor fails or refuses to pay for the cost of any such investigation after demand by the Construction Manager, 1 WTC or Authority, the Construction Manager may deduct from any amount payable to the Contractor by the Construction Manager, under the Contract or under any other open contract between the Contractor and 1 WTC or Authority, an amount equal to the cost of such investigation

If, however, the payment of any amount due to the Contractor shall be improperly delayed by the fault of 1 WTC or the Construction Manager, then the Construction Manager shall pay the Contractor interest thereon at the rate of six percent (6%) per annum for the period of 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

CHAPTER III

PROVISIONS RELATING TO TIME

27. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Contractor shall complete the performance of all Work under this Contract by the date or number of calendar days after acceptance of Proposal, as listed in **Rider T** (Milestone Dates and Liquidated Damages)

The Contractor shall not commence the performance of the Work until the later of the following dates

A If a Performance and Payment Bond is required, the date of receipt by it of notice from 1 WTC that the Performance and Payment Bond furnished by it is satisfactory,

B If Chapter V of the "Form of Contract" contains a clause entitled "Insurance Procured by Contractor", the date of receipt by it of notice from 1 WTC that the insurance procured by it pursuant to said clause is satisfactory, as evidenced by the certificate to be furnished in accordance with said clause

The time for completion shall not be extended on account of the time required to furnish the documents referred to in subparagraphs A and B above, but 1 WTC shall give notice to the Contractor within ten days after receipt of the Performance and Payment Bond or certificate of insurance as to whether or not such bond or insurance is satisfactory

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 The Contractor guarantees that it can and will complete the performance of the Work within the time hereinbefore stipulated or within the time as extended in accordance with the clause hereof entitled "Extensions of Time" Inasmuch as the damage and loss to 1 WTC which will result from delay in completing the performance of the Work within the time herein stipulated will include items of loss whose amount will be incapable or very difficult of accurate estimation, the parties agree that the damages to 1 WTC for each calendar day by which the Contractor does not complete performance of the Work within the time or times above stipulated or within such time or times as extended in accordance with the clause hereof entitled "Extensions of Time" shall be liquidated in the sum as set forth in **Rider T** (Milestone Dates and Liquidated Damages) for every calendar day of delay

EXTENSIONS OF TIME

TIME IS OF THE ESSENCE IN REGARDS TO CONTRACTOR'S OBLIGATIONS PURSUANT TO THIS CONTRACT, including without limitation Contractor's obligation to complete its Work in by the date or number of calendar days after acceptance of Proposal, as listed in **Rider T** (Milestone Dates and Liquidated Damages)

The time above provided for completion of any part of the Contract shall be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Construction Manager, the Contractor is necessarily delayed in completing such part by such time solely and directly by a cause which meets the conditions set forth in A and B below

A Such cause is beyond the Contractor's control and arises without his fault,

B Such cause comes into existence after the opening of Proposals on this Contract and neither was nor could have been anticipated by investigation before such opening

Variations in temperature and precipitation shall be conclusively deemed to have been anticipated before opening of such Proposals on this Contract except to the extent that the actual monthly average temperature varies from a temperature which is ten percent (10%) above or below the monthly normal temperature and except to the extent that the actual number of days of precipitation (of 0 1 inch or more) per month exceeds a number equal to two plus the normal number of days of precipitation per month

In any case, the variations in temperature and precipitation described in the immediately preceding sentence will be cause for an extension of time only if occurring between the actual time of commencement of the Work at the construction site and the time for completion stipulated in the clause hereof entitled "Time for Completion and Damages for Delay" (or such time as extended as provided for herein) In the case of portions of months the number of days will be pro-rated by the Construction Manager Temperature and precipitation shall be as recorded by the U S Weather Bureau in its publications, including that entitled "Local Climatological Data with Comparative Data", which is applicable to the area in which the Work is to be performed, and in the case of precipitation, the normal number of days of precipitation (of 0 1 inch or more) per month as abstracted from the aforementioned publications are as follows

Month	**Normal number of days per month on which precipitation exceeds 0.1 inch**
January	7
February	7
March	8
April	7
May	6
June	6
July	5
August	7
September	6
October	6
November	7
December	7

In any event, even though a cause of delay meets the above conditions, in the opinion of the Construction Manager, an extension shall be granted only to the extent that (i) the performance of the Work is actually and necessarily delayed and (ii) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling), whether before or after the occurrence of the cause of delay, and an extension shall not be granted for a cause of delay which would not have affected the performance of the Contract were it not for the fault of the Contractor or for other delay for which the Contractor is not entitled to an extension of time

Any reference herein to the Contractor shall be deemed to include Subcontractors and Materialmen, whether or not in privity of contract with the Contractor, and employees and others performing any part of the Contract and all the foregoing shall be considered as agents of the Contractor

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for the portion of the Contract actually delayed

As a condition precedent to an extension of time, the Contractor shall give written notice to the Construction Manager within forty-eight (48) hours after the time when he knows or should have known of any cause which might under any circumstances result in delay for which he claims or may claim an extension of time (including those causes which the Construction Manager is responsible for or has knowledge of), specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the various portions of the Contract Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Construction Manager, and since, with sufficient opportunity, the Construction Manager might if it so elects attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, **the giving of written notice as above required shall be of the essence of the Contractor's obligations** and failure of the Contractor to give written notice as above required shall be a conclusive waiver of an extension of time

It shall in all cases be presumed that no extension, or further extension, of time is due unless the Contractor shall affirmatively demonstrate to the satisfaction of the Construction Manager that it is To this end the Contractor shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, the foregoing presumption shall be deemed conclusive

28. IDLE SALARIED WORKERS AND EQUIPMENT

If any salaried workers or equipment of the Contractor or any Subcontractor are necessarily kept continuously idle and wholly unoccupied at the construction site for a full day on each of two or more full days on which they would be engaged in the performance of the Work but for causes due solely to acts or omissions of Construction Manager and 1 WTC occurring after the opening of Proposals on this Contract, and if such idleness is not due to any cause within the control of the Contractor or of any of his Subcontractors or Materialmen or its or their employees, then the Construction Manager shall pay to the Contractor and the Contractor shall accept (in addition to any sums otherwise payable under this Contract, and in full satisfaction of and in liquidation of all claims for damages because of such act or omission of the Construction Manager or 1 WTC) an amount equal to that which the employer actually pays such salaried employees during such full days of idleness, plus a proper proportion of vacation allowances and union dues and assessments actually paid by the employer pursuant to contractual obligations on the basis of such salaries, and a proper proportion of the taxes actually paid by the employer pursuant to law upon the basis of such salaries and plus such rental for such idle equipment as the Construction Manager deems reasonable The rental for idle equipment shall be computed by the Construction Manager in accordance with the provisions of the clause of the Form of Contract entitled "Compensation for Extra Work", provided, however, that the provisions of subparagraph C of said clause shall not be applicable to such idle equipment

The Contractor shall give written notice to the Construction Manager before the end of the second of the above mentioned two (2) or more full days (whether or not the Construction Manager is aware of the existence of any circumstances which might constitute a basis for payment under this numbered clause), specifically stating that salaried men or equipment have been kept idle under circumstances which might result in payment under this numbered clause, and he shall furnish with such notice, for all the days that have occurred, and shall in addition furnish at the end of each additional day of the above mentioned two (2) or more full days, (a) a memorandum showing the name, payroll title, salary rate and employer of each of the salaried men claimed to have been kept idle at the construction site, and taxes based upon their salaries and the holiday and vacation allowances and union dues and assessments which the employer must actually pay pursuant to contractual obligations based on their salaries, and (b) a memorandum of the equipment claimed to be kept idle, together with the amount claimed as rental therefor Said notice and memoranda are for the purpose of enabling the Construction Manager to verify the Contractor's claim at the time, and of enabling him to take such steps as may be necessary to remedy the conditions upon which the claim is based The furnishing of such notice and memoranda shall be a condition precedent to payment under this numbered clause, so that the day on which notice is given shall be counted as not later than the second of the above mentioned two (2) or more full days and no subsequent day shall be counted for which the above memoranda are not furnished at the end of such day

29. DELAYS TO CONTRACTOR

As between the Contractor and the Construction Manager, the Contractor assumes the risk of all suspensions of or delays in performance of the Contract, regardless of the length thereof, arising from all causes whatsoever, whether or not relating to this Contract, including wrongful acts or omissions of any member of the 1 WTC Indemnitee Group, except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and except to the extent, if any, that compensation may be agreed to by the Construction Manager in writing pursuant to the clause hereof entitled "Compensation for Extra Work" for impact costs incurred by the Contractor in connection with the performance of Extra Work Subject only to such exceptions, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties

Notwithstanding any provisions of this Contract, whether relating to time of performance or otherwise, the Construction Manager make no representation or guaranty as to when the construction site or any part thereof will be available for the performance of the Contract or as to whether conditions at the construction site will be such as to permit the Contract to be performed thereon without interruption or by any particular sequence or method or as to whether the performance of the Contract can be completed by the time required under this Contract or by any other time

Wherever in connection with this Contract it is required, expressly or otherwise, that the Construction Manager shall perform any act relating to the Contract, including making available or furnishing any real property, materials, or other things, no guaranty is made by the Construction Manager as to the time of such performance and the delay of the Construction Manager in fulfilling such requirement shall not result in liability of any kind on the part of the 1 WTC Indemnitee Group except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for elsewhere in this Contract

30. CANCELLATION FOR DELAY

If the performance of the Contract or any portion of it shall, in the opinion of the Construction Manager, be materially delayed, whether or not through the fault of the Contractor, by any cause which affects the Contractor's ability to perform the Contract without affecting to the same degree the Construction Manager's own ability to perform it, either directly or through others, the Construction Manager shall have the right at any time during the existence of such delay to cancel this Contract as to any portion not yet performed, without prejudice to the rights, liabilities and obligations of the parties under this Contract arising out of portions already performed, provided, however, that such right of cancellation shall not exist if the delay be due to any wrongful act or omission of any member of the 1 WTC Indemnitee Group In the event of such cancellation, no allowance shall be made for anticipated profits

CHAPTER IV
CONDUCT OF CONTRACT

31. SUSPENSION, TERMINATION AND ALTERNATIVE DISPUTE RESOLUTION OF ALL DISPUTES

If at any time it shall be, from the viewpoint of 1 WTC or Construction Manager, determined to be impracticable or undesirable to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of 1 WTC or Construction Manager, Construction Manager shall have authority to suspend performance of any part or all of the Contract until such time as Construction Manager may deem it practicable or desirable to proceed Moreover, if at any time it shall be, from the viewpoint of 1 WTC or Construction Manager, determined to be impracticable or undesirable to proceed with or continue the performance of the Contract or any part thereof whether or not for reasons beyond the control of 1 WTC or Construction Manager, Construction Manager shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed, but no allowance shall be made for anticipated profits Contractor shall be entitled to compensation only for the portion for Work performed less any damages incurred by the 1 WTC Indemnitee Group or reasonably foreseeable to be incurred or resulting from any breach of Contract by Contractor

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

All such questions shall be submitted in writing by either party to the Chief Engineer for his decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made In any action against the Construction Manager or 1 WTC relating to any such question the Contractor must allege in his complaint and prove such submission, which shall be a condition precedent to any such action No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Chief Engineer

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

32. AUTHORITY AND DUTIES OF CONSTRUCTION MANAGER

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which 1 WTC and Construction Manager deems best, the Construction Manager, subject to 1 WTC's opinion, shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Contract Drawings shall be deemed merely his present determination on this point In the exercise of this authority, Construction Manager shall have power to alter the Contract Drawings, to require the performance of Work not required by them in their present form, even though of a totally different

character from that now required, and to vary, increase and diminish the character, quantity and quality of, or to countermand, any Work now or hereafter required Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Construction Manager and shall perform the Contract to the satisfaction of the Construction Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection The Construction Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Contract Drawings and any orders for Extra Work The Contractor shall employ no equipment, materials, methods or men to which the Construction Manager objects, and shall remove no materials, equipment or other facilities from the construction site without permission Upon request, the Construction Manager shall confirm in writing any oral order, direction, requirements or determination

The Contractor is requested to orally advise the Construction Manager of questions as they arise Although such advice will not substitute for the written notice and information for which requirements are set forth elsewhere herein, it is anticipated that it will facilitate prompt decisions on the part of the Construction Manager and others

The enumeration herein or in the Specifications of particular instances in which the opinion, judgment, discretion or determination of the Construction Manager shall control or in which the Contract shall be performed to his satisfaction or subject to his inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed

33. NOTICE REQUIREMENTS

No claim against the Construction Manager and 1 WTC shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice of the information with respect to such claim as provided in this numbered clause The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim As used herein "claim" shall include any claim arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) for damages, payment or compensation of any nature or for extension of any time for performance of any part of this Contract

The requirements as to the giving of written notice and information with respect to claims shall be as follows

A In the case of any claims for Extra Work, extension of time for completion, idle salaried men and equipment, or any other matter for which requirements are set forth elsewhere in this Contract as to notice and information, such requirements shall apply

B In the case of all other types of claim, notice shall have been given to the Construction Manager and 1 WTC, personally, as soon as practicable, and in any case, within forty-eight (48) hours, after occurrence of the act, omission, or other circumstance upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made, which records shall be submitted to the Construction Manager and 1 WTC, personally

The above requirements for notices and information are for the purpose of enabling the Construction Manager to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstances as they occur, and the requirements herein for such notice and information are essential to this Contract and are in addition to any notice required by statute with respect to suits against the Construction Manager and 1 WTC

The above referred to notices and information are required whether or not the Construction Manager or 1 WTC are aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Construction Manager or 1 WTC have indicated it will consider a claim

No act, omission, or statement of any kind shall be regarded as a waiver of any of the provisions of this numbered clause or may be relied upon as such waiver except only either a written statement signed by the Construction Manager or 1 WTC expressly stating that a waiver is intended as to any particular provision of this numbered clause, and more particularly no discussion, negotiations, consideration, correspondence, or requests for information with respect to a claim by any officer, employee or agent of the Construction Manager or 1 WTC shall be construed as a waiver of any provision of this numbered clause or as authority or apparent authority to effect such a waiver

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Construction Manager to receive it may not be sufficient to come to the attention of the representative of the Construction Manager with the knowledge and responsibility of dealing with the situation only notice and information complying with the express provisions of this numbered clause shall be deemed to fulfill the Contractor's obligation under this Contract

All notice requirements for Construction Manager or 1 WTC shall be deemed to be made if sent to the following (i) Milo Riverso or his successor in duty, Project Executive of 1 WTC, 115 Broadway 10th floor, New York, NY 10006, and (ii) Mike Mennella or his successor in duty, Executive Vice President, Tishman Construction Corporation, 666 Fifth Avenue, New York, NY 10103

34 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows

A The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin Such action shall be taken with reference, but not be limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training

B The Contractor shall send to each labor union or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through H (hereinafter called "non-discrimination clauses") If the Contractor was directed to do so by the Authority as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal

C The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine

D The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin

E The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and shall permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law

F This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Construction Manager upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State, 1 WTC, the Authority or other public authority or agency of the State, until he has satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor by the Commission and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human

Rights or his designee Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law

G The Contractor shall include the provisions of clauses A through F in every subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Construction Manager may direct, including sanctions or remedies for non-compliance If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the Construction Manager, the Contractor shall promptly so notify the Construction Manager, requesting him to intervene and protect the interests of the Construction Manager

H The provisions of this numbered clause which refer to the State Commission for Human Rights, the Attorney General and the Industrial Commissioner are inserted in this Contract for the benefit of such parties, as well as for the benefit of the Authority, and said Commission, Commissioner and the Attorney General shall have a direct right of action against the Contractor to effectuate the intent of this clause

35. AFFIRMATIVE ACTION REQUIREMENTS – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with the provisions set forth hereinafter These provisions are modeled on the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance in 1978

Each bidder, Contractor or Subcontractor (hereinafter called the Contractor) must fully comply with the clause entitled "Equal Employment Opportunity" and these bid conditions The Contractor commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions

A The goals for minority and female participation, expressed in percentage terms, for the Contractor's workforce at the construction site under this Contract are as follows

Minority, except laborers	30%
Minority, laborers	40%
Female, except laborers	6 9%
Female, laborers	6 9%

These goals are applicable to all construction Work performed at the construction site under the Contract

The Contractor's compliance with this Section shall be based on its implementation of the clause entitled "Equal Employment Opportunity," and specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the Contract and in each trade The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract Compliance with the goals will be measured against the total work hours performed

B

1) The Contractor shall provide written notification to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, within ten (10) working days of award of any construction subcontract in excess of Ten Thousand Dollars ($10,000) at any tier for construction work under this Contract The notification shall list the name, address and telephone number of the Subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the subcontract is to be performed

2) The Contractor shall submit a Workforce Projection Schedule, which shall be correlated to the progress schedule, within thirty (30) days after acceptance of the proposal, for the approval of the Construction Manager The Contractor shall maintain and periodically update it at intervals as required by the Construction Manager The Workforce Projection Schedule shall include the time period in which each trade shall be utilized, the average number of workers required per trade on a weekly basis, the peak period for each trade, and the number of workers required per trade for the peak period on a weekly basis

C

1) As used in these specifications

a Omitted

b "Manager" means General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Authority,

c "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U S Treasury Department Form 941,

d "Minority" includes

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin),

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

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

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

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of Ten Thousand Dollars ($10,000) such provisions as are necessary for the Contractor to achieve the aggregate goals set forth above

3) Omitted

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p hereof The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in the total workforce at the construction site under the Contract including employees of the Contractor and the Subcontractors The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified These goals may be achieved through utilization of journeyworkers and apprentices In the event they are not achieved through the utilization of journeyworkers, the maximum number of apprentices provided for in the applicable collective bargaining agreement may be utilized to achieve said goals

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities Trainees must be trained pursuant to training programs approved by the U S Department of Labor

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity The evaluation of the Contractor's compliance with these provisions shall be based upon its effort to achieve maximum results from its actions The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following

a Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses

b Develop maximum job opportunities for apprentices appropriate to the conditions of the Work and subject to the applicable collective bargaining agreement, in conjunction with training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor The Contractor shall provide notice of these programs to the sources compiled under 7a above

c Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken

d Provide immediate written notification to the Manager when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations

e Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work The Contractor, where possible, will assign two or more women to each construction project The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities

f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc , by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed

g Review, at least annually, the company's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc , prior to the initiation of construction work at any job site A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter

h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business

i Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process

j Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth

k Tests and other selection requirements shall comply with 41 CFR Part 60-3

l Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc , such opportunities

m Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out

n Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes

o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations

p Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p) The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p hereof provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance

9) Goals for minorities and for women have been established The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is under-utilized)

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin

11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246

12) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the clause entitled "Equal Employment Opportunity", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Construction Manager Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof

13) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity If the Contractor fails to comply with the requirements of these provisions, the Construction Manager shall proceed accordingly

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports, including the Monthly Employment Utilization Report, relating to the provisions hereof as may be required and to keep records Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e g mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records

15) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish standards of compliance or upon the application of requirements for the hiring of local or other area residents (e g , those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

36. PREVAILING RATE OF WAGE

The Contractor shall pay or provide (and shall cause all Subcontractors to pay or provide) to his or their workmen, laborers and mechanics (who are employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction site) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation at the time and in the locality in which the Work is being performed as determined by the Construction Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of Proposals

For purposes of this Contract, the Construction Manager has determined that the prevailing rates of wage and supplements are those established by the Commissioner of Labor of the State of New York for the locality and for the period of time in which the Work is performed The currently prevailing rates of wage and supplements are set forth in the Prevailing Rate Schedule annexed hereto and made a part hereof These rates are subject to annual adjustment effective July 1st of each year and a Prevailing Rate Schedule reflecting all adjustments will be available for the Contractor's inspection on or about July 15th of each year on the 3rd Floor, 3 Gateway Center, Newark, New Jersey 07102 during regular business hours

The provisions of this numbered clause are inserted in this Contract for the benefit of such workmen, laborers and mechanics as well as for the benefit of the Construction Manager, and if the Contractor or any Subcontractor shall pay or provide any such workman, laborer or mechanic less than the rates of wages and supplements above described, such workman, laborer or mechanic shall have a direct right of action against the Contractor or such Subcontractor for the difference between the wages and supplements actually paid or provided and those to which he is entitled under this clause If such workman, laborer or mechanic is employed by any Subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the Subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action against the Contractor Neither the Construction Manager nor 1 WTC shall be a necessary party to any action brought by any workman, laborer or mechanic to obtain a money judgment against the Contractor or any Subcontractor pursuant to this numbered clause

Nothing herein contained shall be construed to prevent the Contractor or any Subcontractor from paying higher rates of wages or providing higher supplements than the minimum hereinbefore prescribed, and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any Subcontractor can obtain workmen, laborers and mechanics for the minimum herein before prescribed

The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its Subcontractors during the daily time period that the Contractor and/or Subcontractor performs Work at the site, the appropriate prevailing wage and supplement schedules The Contractor must inform all employees, including those of its Subcontractors, that they may obtain a copy of the prevailing wage and supplement schedule from the Contractor

The Contractor and every Subcontractor shall make and maintain weekly payroll records during the course of the Work and for the period set forth in the clause hereof entitled "Construction Manager Access to Records" for all employees employed in the Work Such records shall contain the name, address and social security number of each such employee, the employee's correct payroll classification, rate of pay and supplements, daily and weekly number of hours worked, deductions made and actual wages and supplements paid The Contractor shall submit these weekly payroll records to the Construction Manager (on forms furnished by the Construction Manager) of all his payroll records and those of each of his Subcontractors as the Construction Manager may require with the Contractor's monthly Payment Application, together with an affidavit by the Contractor and by each Subcontractor to the effect that such payroll records are correct and complete, the wage and supplement rates contained therein are not less than those required by the provisions of this Contract, and the classifications set forth for each employee conform with the work performed Such copies and summaries and the original payroll records shall be available for inspection by the Construction Manager (including its Inspector General), and the Contractor and its Subcontractors shall permit such representatives to interview employees during working hours on the job site

The Construction Manager may at any time request the Contractor to prepare a daily report on the Construction Manager form entitled *Contractor Daily Sign-In Sheet*, copies of which can be obtained from the Construction Manager, The *Contractor Daily Sign-In Sheet* shall be completed as follows

1) At the beginning of each workday the Contractor shall

   a fill in the top of the *Contractor Daily Sign-In Sheet*, including the location, date, contractor/Subcontractor name and contract number,

   b ensure that each employee, including those of Subcontractors, has printed and signed his or her name and indicated his or her work classifications, the last four digits of his or her social security number, and his or her starting time,

2) At the end of each workday, the Contractor shall

a ensure that each employee, including those of Subcontractors, has signed out and indicated his or her ending time,

b sign the Certification Statement at the bottom of the form to indicate that the information contained in the *Contractor Daily Sign-In Sheet* is true and accurate, and

c submit the original completed form to the Construction Manager

In an area of his office at the site of the Work which is accessible to his employees, the Contractor shall display such printed material as may be provided by the Construction Manager setting forth information for the employees of the Contractor and his Subcontractors concerning the wage and supplemental benefit requirements set forth in this numbered clause The Contractor shall also cause each of his Subcontractors to display such material in a similarly accessible place in any office which the Subcontractor maintains at the site of the Work

The Contractor's failure to comply with any provision of this numbered clause shall be deemed a substantial breach of this Contract

37. EXTRA WORK ORDERS

No Extra Work of any amount shall be performed except pursuant to written orders of the Construction Manager expressly and unmistakably indicating his intention to treat the Work described therein as Extra Work

In the absence of such an order signed by the Construction Manager, if the Construction Manager shall direct, order or require any Work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith, but shall within twenty-four (24) hours give written notice thereof to the Construction Manager, stating why he deems it to be Extra Work, and shall moreover furnish to the Construction Manager time slips and memoranda as required by the clause hereof entitled "Compensation for Extra Work" Said notice, time slips and memoranda are for the purpose of affording to the Construction Manager an opportunity to verify the Contractor's claim at the time and (if he desires so to do) to cancel promptly such order, direction or requirement of the Construction Manager, of affording to the Construction Manager an opportunity of keeping an accurate record of the materials, labor and other items involved, and generally of affording to the Construction Manager an opportunity to take such action as it may deem desirable in light of the Contractor's claims Accordingly, the failure of the Contractor to serve such notice or to furnish such time slips and memoranda shall be deemed to be a conclusive and binding determination on his part that the direction, order or requirement of the Construction Manager does not involve the performance of Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, such written notice, time slips and memoranda being a condition precedent to such claims

38. PERFORMANCE OF EXTRA WORK

The provisions of this Form of 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 Extra Work performed other than in accordance with Article 37 ("Extra Work Orders") shall be deemed performed at Contractor's own risk and expense and without any compensation

39. TITLE TO MATERIALS

All materials to become part of the permanent construction and those other materials purchased under the clause of the Contract entitled, "Agency for Rental of Construction Equipment and Purchase of Materials Not Incorporated in Permanent Construction", shall be and become the property of *the Authority* (a) upon delivery at the construction site or upon being especially adapted for use in or as a part of the permanent construction, whichever may first occur in the case of materials to become part of the permanent construction and (b) in the case of those other materials purchased under the clause of the Contract entitled, "Agency For Rental of Construction Equipment and Purchase of Materials Not Incorporated in Permanent Construction" at the time of purchase, subject however to the Contractor's assumption of risk under the clause hereof entitled "Risks Assumed by the Contractor", subparagraph A

The Contractor shall promptly furnish to the Construction Manager such bills of sale and other instruments as may be required by it properly executed, acknowledged and delivered, assuring to the Authority title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of *the Authority*

40. ASSIGNMENTS AND SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any moneys due or to become due hereunder and any delegation of any of his duties hereunder without the express consent in writing of the Construction Manager shall be void and of no effect as to the Construction Manager, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Construction Manager may, from time to time, expressly approve in writing For each individual, partnership or corporation proposed by the Contractor as a Subcontractor, the Contractor shall submit to the Construction Manager a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Instructions for Bidders and Bid Proposal Form" entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc, Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification, Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee" and "Certification of Participation in a State-Registered Apprenticeship Program" The Certification of Participation in a State-Registered Apprenticeship Program shall only be applicable to each Subcontractor whose total amount of subcontract under this Contract is greater than $1 Million Dollars For each agreement in an amount greater than $100,000 entered into by Contractor with a Subcontractor or Materialman, or for each agreement greater than $100,000 with a Subcontractor or Materialman of any tier, the Contractor shall obtain the certifications and all necessary disclosure forms from each such Subcontractor or Materialman of any tier, all as set forth in **Rider K** (Project Corruption Prevention Program) to this Contract All further subcontracting by any Subcontractor shall also be subject to such approval of the Construction Manager Approval of a Subcontractor may be conditioned on (among other things) the furnishing, without expense to the Construction Manager, of a surety bond guaranteeing payment by the Subcontractor of claims of Materialmen, Subcontractors, workmen and other third persons arising out of the Subcontractor's performance of any part of the Work No consent to any assignment or other transfer, and no approval of any Subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations, no subcontract, no approval of any Subcontractor and no act or omission of the Construction Manager shall create any rights in favor of such Subcontractor and against the Construction Manager, and as between the Construction Manager and the Contractor, all assignees, Subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor Moreover, all subcontracts and all approvals of Subcontractors shall be and, regardless of their form, shall be deemed to be conditioned upon performance by the Subcontractor in

accordance with this Contract, and if any Subcontractor shall fail to perform the Contract to the satisfaction of the Construction Manager, the Construction Manager shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved Subcontractors

In the event 1 WTC terminates Construction Manager or enters into agreement with a third party or third parties, for such party or parties to assume management and operation of some or all of the World Trade Center, 1 WTC shall have the right to assign this Contract in whole or in part to such third party or parties following advance written notice to the Contractor, or, to substitute such third party as Construction Manager in this Contract

41. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by Subcontractors, Materialmen and workmen, and all claims lawfully made against him 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

42. CERTIFICATES OF PARTIAL COMPLETION

If at any time prior to the rendition of the Certificate of Final Completion, any portion of the permanent construction has been satisfactorily completed, and if in the judgment of the Construction Manager such portion of the permanent construction is not necessary for the operations of the Contractor but will be immediately useful to and is needed by the Construction Manager for other purposes, the Construction Manager may render to the Construction Manager and to the Contractor a certificate in writing to that effect (herein called a Certificate of Partial Completion), and thereupon or at any time thereafter the Construction Manager may take over and use the portion of the permanent construction described in such Certificate and exclude the Contractor therefrom

The rendition of a Certificate of Partial Completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates in the event that he has failed to complete the same in accordance with the terms of this Contract Moreover, the acceptance of a Certificate of Partial Completion by the Construction Manager shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond

43. CERTIFICATE OF FINAL COMPLETION

After the satisfactory completion of all Work whatsoever required and the making of such tests and inspections as may be necessary or desirable, the Engineer shall render to the Construction Manager and to the Contractor a certificate in writing (herein called the Certificate of Final Completion) certifying that in his opinion all Work under this Contract, including Extra Work, has been completed in accordance with the Contract Drawings and the requirements of the Engineer, and certifying the date as of which it was so completed

The rendition of the Certificate of Final Completion shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work in accordance with the terms of this Contract Moreover, the acceptance of the Certificate of Final Completion by the Construction Manager shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond

44. 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 Construction Manager, any 1 WTC or Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing such entities, 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, or other person or firm representing such entities of duties involving transactions with the Contractor on behalf of such entities, whether or not such duties are related to this Contract or any other 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 Authority contract), etc , which might tend to obligate the Construction Manager 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 Authority contract

Where used in this clause, the term "Authority" shall be deemed to include all subsidiaries of the Authority Currently, those subsidiaries are 1 WTC, the Port Authority Trans-Hudson Corporation (PATH), the Newark Legal and Communications Center and the New York and New Jersey Railroad Corporation

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 as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority)

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract

CHAPTER V

WARRANTIES MADE AND LIABILITY ASSUMED BY THE CONTRACTOR

45. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants

A That he is financially solvent, that he is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract,

B That he has carefully examined and analyzed the provisions and requirements of this Contract and inspected the construction site, that from his own investigations he has satisfied himself 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 him for such examination, analysis, inspection and investigations was adequate,

C That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements,

D That no Commissioner, Director, officer, agent or employee of the Construction Manager, the Authority or 1 WTC is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder, and

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 Construction Manager, 1 WTC or the Authority, its Commissioners, Directors, 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, existence or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at the construction site, (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract, (4) the general or local conditions which may in any way affect this Contract or its performance, (5) the price of the Contract, or (6) any other matters, whether similar to or different from those referred to in (1) through (5) 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 construction site as they may eventually be found to exist and warrants and represents that he 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 his own cost and expense, anything in this Contract to the contrary notwithstanding

Nothing in the Contract Drawings or any other part of the Contract is intended as or shall constitute a representation by the Construction Manager or 1 WTC as to the feasibility of performance of this Contract or any part thereof Moreover, the Construction Manager or 1 WTC does not warrant or represent either by issuance of the Contract Drawings or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this paragraph was requested by the Construction Manager to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance, that he 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 he 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 1 WTC's consent to enter into this Contract and that without such provisions, the Construction Manager would not have entered into this Contract as agent for 1 WTC

46. RISKS ASSUMED BY THE CONTRACTOR

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, of the Construction Manager, 1 WTC, or of third persons or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise solely from affirmative acts done by the Construction Manager and 1 WTC subsequent to the opening of Proposals on this Contract with actual and willful intent to cause the loss, damage and injuries describe in subparagraphs A through D below

A The risk of loss or damage to the permanent construction prior to the rendition of the Certificate of Final Completion (other than loss or damage to the portions of the permanent construction with respect to which Certificates of Partial Completion have been issued), and the Contractor shall forthwith repair, replace and make good any such loss or damage to the permanent construction without cost to the Construction Manager or 1 WTC,

B The risk of loss, damage to or alterations of the structures to be demolished occurring prior to completion of demolition by the Contractor (such structures being still included, however, in the term "Work") In the event of such loss, damage or alterations, the Contractor shall nevertheless complete the performance of the Work, including the demolition, without additional cost to the Construction Manager or 1 WTC and without compensation for lost salvage value,

C The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the Contractor or the Construction Manager or 1 WTC on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site or 1 WTC premises, including claims against the Contractor or the Construction Manager or 1 WTC for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss and liability are sustained at any time both before and after the rendition of the Certificate of Final Completion,

D The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Construction Manager or 1 WTC for loss or damage to any property of Subcontractors, Materialmen, workmen and others performing the Work, occurring at any time prior to completion of removal of such property from the construction site or 1 WTC premises or the vicinity thereof

The Contractor shall, indemnify the 1 WTC Indemnitee Group against all claims described in subparagraphs C and D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by New York State General Obligations Law, Section 5-322 1 or by other applicable law If so directed, the Contractor shall defend against any claim described in subparagraphs C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority Unless a claim is one which the Contractor is not required to indemnify the Authority against as described in the first sentence of this paragraph, such defense shall be at the Contractor's cost

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority , so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that the Authority or 1 WTC by action of its Board of Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation

Neither the issuance of a Certificate of Completion nor the making of Final Payment shall release the Contractor from his obligations under this numbered clause Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations

47. NO THIRD PARTY RIGHTS

Except with respect to the Authority as set forth below, nothing contained in this Contract is intended for the benefit of other third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action," or except to the extent indemnitee or insurance obligations provide for third party rights in this Contract

For the avoidance of doubt, the relationship of the Authority to this Contract and the Project is set forth below in this Section

A The Authority is hereby deemed an intended third-party beneficiary of this Contract Contractor acknowledges and agrees that the performance of the Work is for the benefit of the Authority, and that the Authority shall have the right to enforce the obligations of Contractor under this Contract against Contractor directly and enjoy the benefits and rights in the entire Contract including, without limitation, Sections 26, 28, 29, and 46

B The Authority, from time to time and on behalf of 1 WTC, either (i) may perform certain obligations of 1 WTC, or (ii) may supply or loan to 1 WTC employees of the Authority for the performance of the obligations of 1 WTC

C Contractor shall have no direct claim, right, or cause of action against Authority (i) by virtue of Authority's rights under this Section 47 (ii) for any acts, errors or omissions of its employees when engaged or acting on behalf of 1 WTC, or (iii) otherwise in connection with this Contract

D Contractor shall look solely to 1 WTC for payment of any amount due and owing Contractor under this Contract or for any claim, cause of action or damages in connection with the Project Notwithstanding anything to the contrary, Contractor shall have no recourse in connection with this Contract or the Project against (i) the Authority, or (ii) any present or future Commissioner, officer, director, trustee, employee, agent or volunteer of the Authority Such exculpation of liability is absolute and without any exception, and shall survive any termination, expiration or assignment of this Contract

E From time to time, direct references to the Authority are made in this Contract Such references are for emphasis only, and no negative inference should be drawn from any omission or absence of a reference to the Authority in a specific provision

48. INSURANCE PROCURED BY CONTRACTOR

Contractor is obligated to provide coverage as in the attached Insurance Specifications, **Rider D** (Insurance Rider)

The liability policies shall name the entities listed in **Rider D** (Insurance Rider) as Additional Insureds

In the event, however, that 1 WTC, in its sole discretion, elects at any time to provide an owner-controlled insurance program, such program shall be described more specifically in **Rider DX** ("Owner Controlled Insurance Program" or "OCIP")

If 1 WTC implements an OCIP, Contractor shall take all steps necessary (i) to conform its insurance program to the OCIP, (ii) to exclude from calculation of the Lump Sum or the cost of any Extra Work, including the compensation of any Subcontractor of any tier, or any other person or entity performing any portion of the Work or Extra Work, any insurance premiums or other charges for any insurance to the extent such coverage is provided under the OCIP, (iii) to comply with the requirements of Rider DX and the OCIP and, in turn, cause all Subcontractors of any tier to conform their insurance programs to the OCIP, (iv) to avoid any duplication of coverage provided by, under or through the OCIP, and any other savings of any other costs associated with such insurance, and (v) to assist in the orderly transition of insurance programs

If requested by 1 WTC, Contractor shall furnish reasonable evidence confirming the amount of any exclusion or reduction in premiums and the total credit received by Contractor, Subcontractors of any tier, or any other person or entity performing any portion of the Work or Extra Work, and any other costs associated with such insurance

CHAPTER VI
RIGHTS AND REMEDIES

49. RIGHTS AND REMEDIES OF 1 WTC

1 WTC shall have the following rights in the event the Construction Manager shall deem the Contractor 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 Other Contractors

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 other appropriate equitable remedy

D The right to money damages

For the purpose of this Contract, breach shall include but not be limited to the Contractor's failure to procure insurance satisfactory to the Construction Manager within the time limit specified in the Clause hereof entitled "Insurance Procured By The Contractor" and 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 Construction Manager indicating that he cannot or will not perform any one or more of his obligations under this Contract, any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his 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 he will be able to perform any one or more of his obligations under this Contract, any false certification at any time by the Contractor as to any material item certified pursuant to the clauses of the Instructions for Bidders and Bid Proposal Form entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc, Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification, Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee", and "Certification of Participation in a State-Registered Apprenticeship Program", any false certification at any time by the Contractor or a Subcontractor pursuant to the clause "Prevailing Rate of Wage Certification" set forth in the Instructions for Bidders and Bid Proposal Form, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect, or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Construction Manager shall not be deemed to limit any other rights or remedies which the Construction Manager would have in the absence of such enumeration, and no exercise by the Construction Manager 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

50. RIGHTS AND REMEDIES OF CONTRACTOR

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Construction Manager, the Contractor expressly agrees that no default, act or omission of any member of the 1 WTC Indemnitee Group shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Construction Manager shall so direct) to suspend or abandon performance Contractor agrees that under no circumstances shall it have any recourse against the Authority, its Commissioners, directors, employees, agents, successors and assigns for any claim, right or demand arising out of or related to the Contract or performance herein

51. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR

In the exercise of its right to take over and complete Work as agent for the Contractor, for which provision is made in the clause hereof entitled "Rights and Remedies of 1 WTC", the Construction Manager shall have the right to take possession of and use or permit the use of any and all plant, materials, equipment and other facilities provided by the Contractor for the purpose of the Work and the Contractor shall not remove any of the same from the site of the Work without express permission Unless expressly directed to discontinue the performance of all Work, the Contractor shall continue to perform the remainder thereof in such manner as in no way will hinder or interfere with the portions taken over by the Construction Manager

In the certificate of total compensation earned, for which provision is made in the clause hereof entitled "Final Payment", the Construction Manager will separately state the amount of Work performed by the Construction Manager as agent for the Contractor, credit to the Construction Manager the cost thereof, and credit to the Contractor the compensation earned thereby, and the difference between them shall be payable by the Contractor to the Construction Manager, or vice versa as the case may be If such difference is in its favor, the Construction Manager may deduct it from any moneys due the Contractor, and if such moneys be insufficient, the balance thereof shall be payable to it on demand, if in the Contractor's favor, it shall constitute part of the Final Payment

The exercise by the Construction Manager of its right to take over the Work shall not release the Contractor or his sureties from any of his or their obligations or liabilities under this Contract or the Performance and Payment Bond

52. NO ESTOPPEL OR WAIVER

1 WTC or the Construction Manager shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this Contract or otherwise issued or made by either of them, or any Director, officer, agent or employee of either of them, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made, and 1 WTC or the Construction Manager shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled

Neither the acceptance of the Work or any part thereof, nor any payment therefor, nor any order, approval or certificate issued under this Contract or otherwise issued by the Construction Manager, 1 WTC or any Director, officer, agent or employee of either of them, nor any permission or direction to continue with the performance of Work, nor any inspection or approval of any portion of the Work, nor any performance by the Construction Manager or 1 WTC of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Construction Manager in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Construction Manager or 1 WTC or their Directors, officers, agents or employees shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Construction Manager or 1 WTC may be entitled because of any breach thereof No cancellation, rescission or annulment hereof, in whole or as to any part of the Work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Construction Manager or 1 WTC may be entitled because of such breach Moreover, no waiver by the Construction Manager or 1 WTC of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach

CHAPTER VII
MISCELLANEOUS

53. SUBMISSION TO JURISDICTION

The Contractor hereby irrevocably submits himself to the jurisdiction of the Courts of the State of New York and to the jurisdiction of the Courts of the State of New Jersey in regard to any controversy arising out of, connected with, or in any way concerning the Proposal or this Contract The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Construction Manager, either by registered or certified mail addressed to the applicable office as provided for in the clause hereof entitled "Service of Notices on the Contractor", by registered or certified mail addressed to any office actually maintained by the Contractor or by actual personal delivery to the Contractor if the Contractor be an individual, to any partner if the Contractor be a partnership or to an 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

54. 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

55. 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

56. NON-LIABILITY OF THE CONSTRUCTION MANAGER OR 1 WTC REPRESENTATIVES

Neither the Construction Manager, 1 WTC, nor any Director, officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable to him under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof

57. SERVICE OF NOTICES ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Contractor at his office, or its delivery to his office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction" Until further notice to the Construction Manager the Contractor's office will be that stated in his Proposal Notices may also be served personally upon the Contractor, or if a corporation, upon any officer, director, or managing or general agent, or if a partnership upon any partner

58. MODIFICATION OF CONTRACT

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided

The authority of any person to order Extra Work or to alter the Contract Drawings does not include the power to cancel, modify or waive any provision of the Form of Contract, and no officer or other representative of the Construction Manager shall have the power so to do

59. PUBLIC RELEASE OF INFORMATION

The Contractor and all his Subcontractors shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to any member of the Construction Manager, 1 WTC or the Authority or the services performed in connection with this Contract, without first obtaining the written approval of the Construction Manager Such approval may be withheld if for any reason the Construction Manager believes that the publication of such information would be harmful to the public interest or is in any way undesirable This provision shall survive termination or expiration of this Contract

CONTRACT WTC-XXX.XXX

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned[5] Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor	Surety

[5] Insert names of the Contractor and surety company (or companies) in the appropriate columns If space is insufficient add rider

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____"

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____"

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____"

are hereby held and firmly bound unto Tishman Construction Corporation, a Delaware corporation, and 1 WTC, LLC ("Obligees") in the penal sum of

_____ Dollars

and _____ Cents ($ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum

Signed this _____ day of _____ 20__

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Obligees, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract WTC-XXX XXX - "World Trade Center - Lump Sum Sample Contract", and

WHEREAS, the Construction Manager and 1 WTC have required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of Subcontractors, Materialmen and workmen arising out of the performance of said Contract,

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of Subcontractors, Materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated

This undertaking is for the benefit the Obligees 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 Obligees) shall have a direct right of action upon this bond, but the rights and equities of such Subcontractors, Materialmen and workmen shall be subject and subordinate to those of the 1 WTC Indemnitee Group

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by 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 construction to be performed or any moneys due or to become due thereunder, and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and 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 said sureties as though done by or in relation to said principal

The sureties shall give the Construction Manager the following notices

A Written notice of an intent to pay any claim of a Subcontractor, Materialman or workman hereunder,

B Written notice within five (5) days of the institution of an action by a Subcontractor, Materialman or workman hereunder

The sureties shall not pay the claim of any Subcontractor, Materialman or workman hereunder until the expiration of thirty (30) days after receipt by said Construction Manager of notice under either subparagraph A or B above, describing the claim to be paid

IN WITNESS WHEREOF, the principal and the sureties have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

_____

Principal

(Seal) By [6] _____

_____

Surety

By[7] _____

APPROVED AS TO ACCEPTABILITY OF SURETIES

_____

Credit Manager

_____ 20

---

6 If bond is signed by an officer or agent, give title, if signed by a corporation, affix corporate seal

7 Add signatures of additional sureties, if any

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

_____ SS

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order

(Notary Seal) _____

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

_____ SS

County of _____

On this _____ day of _____, 20 , before me

personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm

(Notary Seal) _____

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

_____ SS

County of _____

On this _____ day of _____, 20 , before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same

(Notary Seal) _____

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

SPECIFICATIONS
DIVISION 1
GENERAL PROVISIONS

60. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing the construction at the World Trade Center site

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph, as shown on the Contract Drawings in their present form In addition, all things shown on the Contract Drawings even though not expressly mentioned in these Specifications, all things mentioned in these Specifications even though not shown on the Contract Drawings, and all things not specified either on the Contract Drawings, or in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned

In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the more stringent requirement shall apply

Some Sections of the Specifications make cross references to construction specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all construction which may be related to that under each Section of the Specifications whether or not expressly referred to

Some Sections of the Specifications contain a general description of the construction under such Sections Such description is merely a very general one and is not intended to outline the construction required by the Specifications and Contract Drawings Accordingly, such description shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the construction to be performed

The Contractor's compensation for all construction whatsoever referred to in the Specifications and Contract Drawings in their present form, even though the need for certain items of such construction may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the price(s) quoted by the Contractor in the Form of Contract unless the Specifications or Contract Drawings expressly state that compensation in addition to such price shall be payable for such items of construction The express statement in some cases to the effect that certain construction shall be without additional cost to the Construction Manager shall not impair the application of this paragraph in other cases

The distribution of various parts of the construction among the Divisions and Sections of the Specifications or among the Contract Drawings is not intended as a representation of the most effective or logical method of organizing, scheduling, or subcontracting the construction, and the Contractor shall ascertain for himself how to do so unless otherwise expressly prescribed in this Contract

In all cases the provisions of the second paragraph of this numbered Section shall control

61. AVAILABLE PROPERTY

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site, together with an area shown cross-hatched on Contract Drawing No G003 and designated "Area Available For Contractor's Use"

Any additional property which the Contractor desires for his operations shall be obtained by him at his own expense

The Contractor will be permitted to use only so much of the aforesaid areas as is necessary for the performance of the Contract, and he must at all times so conduct his operations as not to encroach upon or block the portions used by others The Construction Manager may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Construction Manager, are not required for the performance of the Contract

The Contractor shall daily clean up the areas made available to him so that they are free at all times of refuse, rubbish, scrap material or debris

62. OPERATIONS OF OTHERS

During the time that the Contractor is performing the Contract, other persons will be engaged in other operations on or about the construction site including the work of other Authority contracts all of which shall remain uninterrupted

The Contractor shall so plan and conduct his operations as to work in harmony with others engaged at the construction site and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned above), all to the best interests of 1 WTC, the Authority and the public and as may be directed by the Construction Manager

63. LABOR ACTIONS

Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, or of other Construction Manager, 1 WTC, Authority or PATH contracts, or the operation of any 1 WTC, Authority or PATH facility, or any operations at the World Trade Center site occurs at the World Trade Center site or at any other 1 WTC, Authority or PATH facility as a result of the Contractor's (or its Subcontractor's) utilization of particular means, methods or manpower to perform the Work required by the Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference

64. CONTRACTOR'S MEETINGS

The Contractor shall conduct job progress and coordination meetings with Subcontractors in his field office every week, or as frequently as job conditions require or the Construction Manager may request The Construction Manager shall be notified and, at his option, may attend these meetings The Contractor shall prepare and distribute minutes to the Construction Manager and the Subcontractors within forty-eight (48) hours of the day following the meetings

The Contractor shall attend separate job progress and coordination meetings with the Construction Manager every week, or at times otherwise requested by the Construction Manager

65. CONTRACT DRAWINGS

The Contract Drawings, referenced in **Rider B** (List of Drawings and Specifications), do not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed Accordingly, they may be supplemented during the performance of the Work by the Construction Manager or by the Contractor subject to the approval of the Construction Manager, to the extent necessary to further illustrate the Work

An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials does not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location, nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist

After the Contract has been executed, the Contractor will be furnished two (2) copies of the Specifications and Contract Drawings without charge

66. INTENTIONALLY DELETED

67. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

The Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Design Team or Construction Manager may issue in supplementing the Contract Drawings

The specific requirements elsewhere set forth in the Specifications for furnishing Shop Drawings, Catalog Cuts and samples for any particular portion of the Contract shall not limit the obligation of the Contractor to furnish Shop Drawings, Catalog Cuts and samples for any other portion when so required by the Construction Manager

The Contractor shall submit a general "Submittal Schedule" for the Construction Manager's review, and for approval by the appropriate member of the Design Team, listing the planned transmittal date and estimated number in each specification section category of Shop Drawings, Catalog Cuts, pages of calculations and samples within thirty (30) days after receipt by the Contractor of the acceptance of the Proposal A more detailed schedule shall be submitted no less than thirty (30) calendar days prior to the actual date of any submittal

After checking and verifying all field measurements and after complying with applicable procedures specified hereunder, the Contractor shall submit to the Construction Manager for review, and for approval by the appropriate member of the Design Team, in accordance with the approved schedule of Shop Drawing submissions, or for other action if so indicated by the Construction Manager, four (4) copies and two (2) reproducibles, unless otherwise requested, of all Shop Drawings which will bear a specific written indication that the Contractor has reviewed the submission for conformance to the requirements of the Contract Drawings

All submissions shall be identified as the Construction Manager may require The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Construction Manager to review the submittal as required

The Contractor shall also submit nine (9) copies to the Construction Manager for review, and for approval by the appropriate member of the Design Team, pursuant to the approved Submittal Schedule, of all Catalog Cuts and samples for conformance to the requirements of the Contract Drawings All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance with the Contract Drawings and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work

At the time of each submission, the Contractor shall give the Construction Manager specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Construction Manager, for review by Construction Manager and approval by the appropriate member of the Design Team of each such variation

The Construction Manager's review and the Design Team's approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Construction Manager's attention to each such variation at the time of submission as required hereunder and the Design Team has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings shall not be deemed to waive or change such requirements or to relieve the Contractor of its obligations to perform such requirements unless the Construction Manager shall expressly and specifically state that it is waiving or changing such requirements, as stated above

Where a Shop Drawing, Catalog Cut or sample is required, no related Work shall be performed prior to the Construction Manager's review and Design Team's approval of the submission

In preparing the Shop Drawings, the Contractor may adopt a sheet of any reasonable size which best suits its needs, but having adopted such size, all sheets thereafter of a similar nature shall be of the same size as that adopted Each drawing shall have a margin on the top, bottom and right-hand side of one-half inch and on the left hand side a margin of one and one-half inches Upon receipt of the submittal, the Construction Manager will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications Review by the Construction Manager and approval by the Design Team shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto The review and approval of a separate item will not in itself indicate approval of the assembly in which the item functions Any design shown on the Shop Drawings and prepared by the Contractor, its Subcontractors, their detailers, or their professional engineers is the complete responsibility of the Contractor

Within the number of working days hereinafter specified after receipt of the Shop Drawing prints, the appropriate member of the Design Team shall approve or not approve the same or require corrections or additions to be made thereon When a Shop Drawing is not approved or if additions or corrections are required, the Construction Manager shall return within this period one (1) of the four (4) copies submitted and the Contractor shall make the revisions, corrections or additions shown thereon to be made Contractor shall resubmit four (4) prints and one (1) brownline (reproducible) showing the drawing corrected as required The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Design Team on the previous submittal Each drawing shall be corrected as required until the approval of the Design Team is obtained After each resubmission, the Construction Manager shall have the number of working days hereinafter specified in which to approve revisions or corrections If the Design Team rejects any Shop Drawing, Catalog Cut, or sample three (3) times, then Contractor shall be backcharged for all costs incurred by 1 WTC and/or Construction Manager as a result of such rejections

The number of working days within which the Construction Manager shall advise the Contractor as to whether the Shop Drawings are approved, not approved, or require corrections or additions to be made thereto shall be as follows, except that twenty (20) working days shall be required for the Construction Manager to review Shop Drawings submitted with design calculations

No of Drawings Submitted Within 5 Consecutive Working Days for Each Discipline(*)	No of Working Days for Construction Manager and Appropriate Member of Design Team to Review Shop Drawings
Up to 50	12
51 to 75	17
More than 75	22
* Disciplines shall be defined as follows Structural, Architectural, Civil, Geotechnical, Mechanical, Electrical, Traffic and Environmental	

Failure of the Contractor to provide thirty (30) calendar days' advance notice to the Construction Manager of any submittal shall result in a five (5) working day extension of the number of working days stated in the chart above In no event shall an extension of the Construction Manager's review time provided for in this section relieve the Contractor from its duty to meet all contractual Milestone Dates

As soon as approval has been given to any Shop Drawing or Catalog Cut, the Contractor shall within five (5) days send to the Construction Manager six (6) prints, except that when the Construction Manager specifically so directs, nine (9) prints shall be sent After approval thereof, no change will be permitted thereon unless approved in writing by the Construction Manager Before Final Payment for the Work is made, the Contractor shall furnish to the Construction Manager one (1) set of Shop Drawings, which have previously been prepared by the Contractor in accordance with requirements elsewhere specified in these Specifications, all clearly revised, completed and brought up to date showing the permanent construction as actually made These drawings shall be in the form of mylar reproducibles, from which clear prints can be made

All drawings, data, calculations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared in connection with this Contract and submitted to the Authority and 1 WTC shall become the property of 1 WTC 1 WTC shall have the non-exclusive right to use or permit the use of all such drawings, data and other papers and any ideas or methods represented thereby for any purpose and at any time without additional compensation No such papers shall be deemed to have been given in confidence Any statement or legend to the contrary in connection with such drawings, data or other papers and in conflict with the provisions of this paragraph shall be void and of no effect

68. SUBSTITUTION

Where a proprietary item or make is specified or mentioned herein or called for or mentioned on the Contract Drawings and the phrases "similar and equal to" or "approved equal" are used in connection therewith, the utilization of any other item or make will be deemed a substitution Substitution for the proprietary item or make specifically named may be made only in accordance with the Section hereof entitled "Workmanship and Materials" and in accordance with the following

Whenever materials or equipment are specified or described in the Contract Drawings or Specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of another supplier or manufacturer may be accepted by the Construction Manager if sufficient information and proof is submitted by the Contractor to permit the Construction Manager to determine that the material or equipment proposed is equivalent or equal to that named and the Construction Manager approves the substitution The procedure for review by the Construction Manager will include the following Requests for review of substitute items of material and equipment will not be accepted by the Construction Manager from anyone other than the Contractor If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make a timely written application to the Construction Manager for approval thereof, certifying that the proposed substitution will perform at least the identical functions and achieve at least the identical results called for by the specified product and otherwise be equal to the specified product with regard to, but not limited to, durability, maintenance, strength, energy costs and record of proven performance The application shall state that the evaluation and approval of the proposed substitution shall not delay the Contractor's completion of the Work as required by the Contract, whether or not approval of the substitution will require a change in the construction and, in no event will the Contractor be granted an extension of time for completion of any portion of the Work for reasons related directly or indirectly to the evaluation of the proposed substitution or to the proposed substitution itself Any variations of the proposed substitution from that specified shall be identified in the application, and maintenance, repair and replacement services for the substitution shall be indicated The Construction Manager may require the Contractor to furnish at the Contractor's expense additional laboratory test data concerning the proposed substitution

Such submission to the Construction Manager shall be made only by including the requested substitution in the list of materials required to be submitted to the Construction Manager in accordance with the Section hereof entitled "Inspections and Rejections" within forty-five (45) calendar days after the receipt of the acceptance of the Contractor's Proposal After the approval of said list, no substitutions will be permitted, except that a brand or make named in the Specifications may be submitted for approval in lieu of a brand or make on said list Any such submission shall not imply, or impose on the Construction Manager, any obligation whatsoever to discuss, disclose or justify the reasons for his opinion, approval, acceptance or rejection

The Construction Manager shall be the sole judge of as to whether a proposed substitution will be approved, and no substitution shall be ordered or utilized without the Construction Manager's prior written approval The Construction Manager may require Contractor to furnish at Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor

Notwithstanding such approval, however, the Contractor assumes the risk that such approved substitute item or make is not equal to that shown or specified and if at any time the substitution shall appear not to be so equal he shall replace the substitution with that originally shown on the Contract Drawings or called for in the Specifications at his own cost and reimburse the Construction Manager for any loss occurring on account of the substitution failing to be equal, notwithstanding that it had been previously approved for use by the Construction Manager

The construction called for by the Contract Drawings may be adapted for a particular proprietary item or make of material or equipment Therefore, if any construction not required by the Contract Drawings or Specifications in their present form is necessary or desirable because of the use of substitute item or make of material or equipment (even though such other item or make is approved by the Construction Manager), such construction shall be furnished or performed by the Contractor at his expense and subject to the approval of the Construction Manager

69. WORKMANSHIP AND MATERIALS

Workmanship and materials shall in every respect be free from defects of any kind and shall be in accordance with the best modern practice and whenever the Contract Drawings, Specifications or directions of the Construction Manager admit of a doubt as to what is permissible or fail to note the quality of any construction the interpretation which calls for the best quality is to be followed Workmanship shall conform to applicable Specifications, manufacturer's instructions and recommendations for installation of products for the applications shown on the Contract Drawings, all of which shall be subject to the provisions of the Section of Division 1 GENERAL PROVISIONS entitled "Inspections and Rejections"

All items provided in this Contract that use dates in the recording, storing or processing of information shall use such dates correctly at all times including using such dates correctly in the recording, storing or processing of information after January 1, 2000 (Year 2000 Compliant)

Materials and Equipment incorporated into the Work shall be new except as may be otherwise herein specifically required, and shall comply with make, size, type and quality specified, or as specifically approved in writing by the Construction Manager in accordance with the Section of Division 1 GENERAL PROVISIONS entitled "Substitution"

Reference to standards of any society, institution, association, or governmental authority in the Specifications or on the Contract Drawings, whether specific or by implication, shall mean for such standards which are part of the building code in effect for Work of this Contract the edition date published in such code, and such references which are not part of the building code, shall mean the latest edition date in effect at the time of opening of Proposals upon the present Contract unless specifically stated otherwise

If required by the Construction Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be employed by the Contractor in performing the Work All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the approved instructions of the applicable supplier except as otherwise provided in the Contract Drawings or Specifications

In case of a discrepancy between a description or requirement in the Contract Drawings for any material or equipment and a catalog number or other designation for the same material or equipment (even though stated to be acceptable), the description or requirements shall control

In various paragraphs of these Specifications, references may be made to certain standard or tentative specifications or requirements of various organizations Unless otherwise stated, these references are to be construed as referring to the specifications and requirements in effect on the date set for opening bids upon the present Contract

All inventions, ideas, designs and methods contained in the Specifications and Contract Drawings in which 1 WTC has or may acquire patent, copyright or other property rights are hereby expressly reserved for the exclusive use of the Authority and/or 1 WTC The Specifications and Contract Drawings contain confidential information which is disclosed only to enable this Contract to be performed Said Specifications and Drawings must not be used for any purpose detrimental to the interest of 1 WTC and must not be produced or copied in whole or in part or used for furnishing information to others without the written consent of 1 WTC, provided, however, that the Contractor may, when the performance of the Contract so requires, furnish said information to others for the purpose of engaging or informing Subcontractors and Materialmen

If, in accordance with this Contract, the Contractor furnishes research, development or consultative services in connection with the performance of the Contract and if in the course of such research, development or consultation patentable subject matter is produced by the Contractor, its officers, agents, employees, Subcontractors or Materialmen, 1 WTC and/or the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by 1 WTC and/or the Authority Promptly upon request by the Construction Manager or 1 WTC, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to 1 WTC, but as between the Contractor and 1 WTC the license herein provided for shall nevertheless arise for the benefit of 1 WTC immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above Such license may be transferred by 1 WTC to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by 1 WTC, but such license shall not be otherwise transferable

The right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction required in connection with this Contract and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by the Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Contract

The Contractor shall defend, indemnify the 1 WTC Indemnitee Group against and save them harmless from all loss and expense, including, without limitation, attorneys' fees and costs, incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or other intellectual property right infringement arising out of or in connection with 1 WTC or Authority use, in accordance with the preceding two paragraphs of this numbered clause, of such subject matter or material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction to which a patent, copyright or other intellectual property right applies or may apply If requested by the Construction Manager or 1 WTC and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to 1 WTC or the Authority If 1 WTC or the Authority be enjoined from using any of the facilities which form the subject matter of this Contract and as to which the Contractor is to indemnify the 1 WTC Indemnitee Group against patent, copyright or other intellectual property right claims, 1 WTC may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any patent, copyright or other intellectual property right or to remove all such facilities and refund the cost thereof to 1 WTC or to take such steps as may be necessary to ensure compliance by 1 WTC with such injunction, all to the satisfaction of 1 WTC and all without cost or expense to any member of the 1 WTC Indemnitee Group

70. INSPECTIONS AND REJECTIONS

All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Construction Manager and/or Design Team, and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Construction Manager and/or Design Team shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected The Construction Manager and/or Design Team shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used Should they fail to meet the approval of the Construction Manager and Design Team, the Work, construction, processes of manufacture and methods of construction shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at its own expense Rejected material shall be removed immediately from the site The fact that the Construction Manager and/or Design Team have approved the materials and workmanship shall not relieve the Contractor from its obligation to supply other material and workmanship when so ordered by the Construction Manager

The Contractor, at its own expense, shall furnish such facilities and give such assistance for inspection as the Construction Manager and/or Design Team may direct In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Construction Manager may designate, the Contractor shall secure for the Construction Manager and/or Engineer, and their Inspectors, free access to all parts of such factories or plants and shall furnish to the Construction Manager and/or Design Team three (3) copies of purchase orders, two (2) copies of mill shipping statements and four (4) copies of shipping statements Moreover, in the case of such materials to be factory or plant inspected, the Contractor shall give at least ten (10) days' notice to the Construction Manager of his intention to commence the manufacture or preparation of such materials

Other than the materials and equipment specifically required to be inspected at the manufacturer's factory or plant, all materials will be inspected at the construction site and any portions thereof which are rejected by the Construction Manager and/or Design Team shall be immediately removed from the construction site by the Contractor and shall be replaced with new materials by the Contractor at his own expense

In the case of materials to be inspected at the construction site, the Contractor shall submit a list of all such materials in triplicate to the Construction Manager for transmittal to the Design Team for its approval prior to ordering same The list shall be submitted within forty-five (45) calendar days after receipt of the notice of acceptance and shall contain the following information

A Classification of submittal in accordance with the following

Class I - A submittal for record of an expressly specified item

Class II - A submittal of an item which conforms to an express generic specification or a submittal which is deemed by the Contractor to be identical to an expressly specified item

Class III - A submittal which is deemed by the Contractor to be functionally equivalent but not identical to a specified item

B In the case of Class II and Class III, the Contractor shall supply adequate information to the Construction Manager to enable the Construction Manager to compare the specified item and the proposed substitution Information shall include, but need not be limited to, technical specifications, Catalog Cuts, drawings, references to existing installations and test data, or any other data required by the Construction Manager

C In the case of fabricated materials for which Shop Drawings are to be prepared, a brief description of the material and the statement "see Shop Drawings"

D In the case of materials or equipment listed in manufacturer's catalogs, the list shall contain the vendor's name, the manufacturer's name, brand name, style designation, catalog number and, where the Specifications require Catalog Cuts, the statement "see Catalog Cut"

E In the case of materials or equipment for which Shop Drawings are not to be prepared, and which are not listed in any catalog, the list shall contain a complete description of the material or equipment, which shall be in sufficient detail to describe completely the materials or equipment and quality therefor

The Construction Manager shall advise the Contractor whether said list is approved or requires corrections or additions within the number of working days indicated in the chart below

Type of Submittal	No of Working Days for Construction Manager to Approve/Disapprove Items
Class I Material submittals	10
Portland Cement mix designs that require confirmation of the 28-day properties	35
Changes in asphalt mix designs that need to be confirmed with a batch mix at the plant	35
Class II Material submittals	20
Class III Material submittals	30

Failure of the Contractor to provide thirty (30) calendar days' advance notice to the Construction Manager of any submittal shall result in a five (5) working day extension of the number of days stated in the chart above In no event shall an extension of the Construction Manager's review time provided for in this Section relieve the Contractor from its duty to meet all contractual Milestone Dates

Within ten (10) working days after receipt of said list, the Construction Manager shall notify the Contractor of which items are approved and which disapproved Within two (2) working days thereafter, the Contractor shall resubmit a new list covering those items which were disapproved After each such re-submission the Construction Manager shall have a similar period of ten (10) days in which to approve or disapprove

Should materials or equipment be delivered to the construction site without having been placed on the aforementioned list and approved, it shall be immediately removed from the construction site by the Contractor at his own expense

Contractor may appeal to 1 WTC Construction Manager's rejection of any portion of the Work within five (5) days of such rejection 1 WTC's decision of such appeal shall be final

1 WTC reserves the right to reject Work regardless of Construction Manager's approval

71. MANUFACTURERS' CERTIFICATION

Where materials and equipment are required by these Specifications to conform to certain standard or tentative specifications or requirements of any organizations, including American Society for Testing and Materials, American National Standards Institute, Association Rules for Grading Lumber, Federal Specifications, National Electrical Manufacturers Association, American Association of State Highway and Transportation Officials, American Water Works Association and the International Municipal Signal Association, the Contractor shall furnish to the Construction Manager the manufacturer's written certification that each of the materials or equipment conforms to the foregoing standard or tentative specifications The certification shall be delivered to the Construction Manager prior to installation of the materials to which it refers Such certifications shall not be binding or conclusive on the Construction Manager and may be rejected at any time by the Construction Manager if incorrect, improper or otherwise unsatisfactory in his opinion

72. NO RELEASE OF CONTRACTOR

Any provision of this Contract for testing, inspection or approval, and any actual testing, inspection or approval, of any materials, workmanship, plant, equipment, drawings, program, methods of procedure, or of any other thing done or furnished or proposed by the Contractor to be done or furnished in connection with the Contract is for the benefit of the Construction Manager, not the Contractor Any approval of such things shall be construed merely to mean that at that time the Construction Manager knows of no good reason for objecting thereto No such provision for testing or inspection, no omission of testing or inspection, and no such approval shall release the Contractor from his full responsibility for the accurate and complete performance of the Contract in accordance with the Contract Drawings or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or damage to property

73. ERRORS AND DISCREPANCIES

If, in the performance of the Contract, the Contractor discovers any errors or omissions in the Contract Drawings or Specifications, or in the marks, lines and elevations furnished by the Construction Manager in the construction undertaken and executed by him, he shall immediately notify the Construction Manager and the Construction Manager shall promptly verify the same

If with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any construction affected thereby, he shall do so at his own risk and the construction so done shall not be considered as construction done under and in performance of this Contract unless and until approved and accepted

74. ACCIDENTS AND FIRST AID PROVISIONS

The Contractor shall promptly report in writing to the Construction Manager all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to the Construction Manager

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract He shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract

If any claim is made by any third person against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Construction Manager, giving full details of the claim

75. SAFETY PROVISIONS

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property, follow the health and safety requirements set forth herein Contractor shall comply with The Port Authority of New York and New Jersey "World Trade Center Site Rules and Regulations" (**Rider N**) and Construction Manager's "Safety Guidelines" (**Rider M**) and complete all forms set forth therein

He shall, at his own expense, provide temporary structures, place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed

The Contractor shall employ for Work of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926 32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq as applicable for Work of this Contract

Obtain and submit to the Construction Manager one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910 1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to

A All employees on the Work, the public, and other persons and entities who may be affected thereby,

B All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site, and

C Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last

Until fire protection needs are supplied by permanent facilities under this Contract, install and maintain temporary fire protection facilities Comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations"

The Contractor shall employ only such men as are physically fit and are free from contagious or communicable diseases

He shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum

The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site are prohibited It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all Subcontractors, Materialmen and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph

The Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the construction site shall present a neat, orderly and workmanlike appearance Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, falsework, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and shall put the construction site in a neat, orderly condition

In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Construction 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 Construction Manager

Within fifteen (15) days of the acceptance of his Proposal, the Contractor shall submit to the Construction Manager, for Construction Manager's review and approval, the Contractor's Safety Program which shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Safety Program

76. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS

The Contractor shall furnish to the Construction Manager at the end of each day Work is performed at the construction site, a memorandum showing for that day (a) the construction performed, (b) the type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others, (c) a statement of any unusual happening that occurred, and (d) the names and number of workers in each trade classification that were employed Such memorandum shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under the clauses of the Form of Contract relating to compensation for Extra Work

77. LAWS AND ORDINANCES

Contractor shall apply for and obtain all required permits to perform its Work In order to effectuate the policy of the Authority, which the Construction Manager and 1 WTC adopt as set forth herein, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, permit requirements, 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 Contract Drawings, 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 Construction Manager and 1 WTC, but shall do so in Contractor's own name, unless otherwise prohibited by law Contractor shall not apply for any variance without first obtaining the approval of the Construction Manager and 1 WTC

78. IDENTIFICATION

No person will be permitted on or about the construction site without a pass, permit or identification badge approved by the Construction Manager The Contractor shall provide such passes, permits or identification badges for his employees, Subcontractors and Materialmen whenever necessary Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever they are working at the construction site

79. SIGNS

No advertisement or sign, other than the name and address of the Contractor, will be permitted on any fences, temporary structures or elsewhere on the construction site and such advertisement will be permitted only upon the condition that it is first approved by the Construction Manager In any event, the advertisement shall not exceed six feet by eight feet (6' x 8') in overall dimensions

80. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

At a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Construction Manager The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a set of the Contract Drawings

Orders and directions may be given orally by the Construction Manager and shall be received and promptly obeyed by the Contractor or his representative or any superintendent, foreman or other employee of the Contractor who may have charge of the particular part of the Work in relation to which the orders or directions are given A confirmation in writing of such orders or directions will be given by the Construction Manager when so requested by the Contractor

81. SURVEYS

The Construction Manager will establish a bench mark and a base line based on information provided by Engineer at or adjacent to the location of the Contractor's operations The Contractor shall perform all surveys which may be required for the performance of the Contract He shall carefully preserve any base line and bench mark which may be established by the Construction Manager

The Contractor shall, in addition, furnish to the Construction Manager, without additional compensation therefor, any or all information and data regarding points, lines, grades, elevations and other survey information established by the Contractor during the performance of the Contract

Surveys and measurements of quantities for purposes of computing Contractor's compensation shall be made by the Contractor as directed by and in the presence of, or jointly with, the Construction Manager, at the Construction Manager's option Computations of quantities for payment shall be made by the Contractor and shall be subject to the approval of the Construction Manager

82. TEMPORARY STRUCTURES

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall design, furnish and construct all barricades, fences, staging, falsework, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required to inform personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition The design and drawings for such structures are to be prepared by the Contractor, and when requested by the Construction Manager they shall be submitted for Construction Manager's review before being used Neither such approval, however, nor any requirements of the Engineer, Construction Manager or Contract Drawings shall relieve the Contractor of his responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on him under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract

Temporary structures shall be painted with an approved dark color paint and shall be repainted whenever necessary during the period that the Contract is being performed Upon completion of all Work under this Contract, the temporary structures shall be removed from the construction site

83. PERMIT AND REQUIREMENTS FOR WELDING

Prior to the commencement of any cutting or welding operations at the construction site, the Contractor shall notify the Construction Manager and obtain a 1 WTC cutting and welding permit 1 WTC will issue this permit without payment of a fee, and application forms may be obtained from Construction Manager Unless otherwise approved by 1 WTC, all cutting and welding operations shall be performed in accordance with the conditions which form a part of said permit The permit application must be filled out and submitted in duplicate to the Construction Manager at least forty-eight (48) hours prior to commencing welding or cutting operations at the construction site

84. FINAL INSPECTION

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Construction Manager in writing, who will give said construction (including any portions with respect to which Certificates of Partial Completion have been issued) a minute and thorough inspection Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor

85. WARRANTIES

The Specifications may provide for certain warranties of portions of the permanent construction These warranties are intended for the greater assurance of 1 WTC and not as a substitute for rights which 1 WTC might otherwise have Although such warranties shall be enforceable as provided, neither any requirement of this Contract with respect to warranties by the Contractor nor any guarantee or warranty given to the Contractor or 1 WTC by any manufacturer shall be deemed to be a limitation upon any rights which 1 WTC would have, either expressed or implied, in the absence of such guarantees or warranties

86. UTILITY RECORD DRAWINGS

Prepare, on mylar sheets 22" x 34" or other size approved by the Engineer, drawings showing the exact locations and elevations of underground utility construction including manholes, catch basins, inlets, pipe lines and structures for carrying gases (including air) and fluids including water, storm drainage, sewage, oil, chemicals, electrical duct runs, cables and conduits, for new construction or extension of existing utilities installed underground under this Contract

Submit to the Construction Manager for transmittal to the Engineer, for verification and approval, tabulation of the data to be used in the preparation of the utility record drawings Do not build-in, backfill or fill over or around or in any way cover underground structures, piping, conduit, cable or duct banks until such submitted data has been verified and approved by the Engineer

Indicate the exact locations, including changes of direction and curves, by the use of offset distances from nearby permanent structures and, in addition, by the use of coordinates which shall be based on the system of coordinates used at the construction site, the origin of which is shown on the Contract Drawings Base elevations on the datum used at the construction site as is shown on the Contract Drawings

Submit prints of these drawings to the Construction Manager for transmittal to the Engineer for verification, check of the accuracy, and for approval Make indicated corrections and additions to the drawings, until the approval of the Engineer has been obtained After these drawings have been approved by the Engineer, the original corrected mylar sheets shall be turned over to the Engineer before issuance of the Certificate of Final Completion, and such original drawings shall become the property of 1 WTC

87. TEMPORARY UTILITY SERVICES [SEE ATTACHED RIDERS]

88. TEMPORARY SANITARY FACILITIES [SEE ATTACHED RIDERS]

89. PROGRESS SCHEDULE [SEE ATTACHED RIDERS]

90. ANALYSIS OF BID

Within fifteen (15) calendar days after acceptance of the Proposal, the Contractor shall prepare a detailed analysis of bid on forms furnished by the Construction Manager with all of the spaces filled in without exception, and containing such information as the Construction Manager may require for each of the items enumerated in such form

91. CONDITIONS AND PRECAUTIONS [SEE ATTACHED RIDERS]

92. HOURS OF WORK AND CONSTRUCTION STAGING [SEE ATTACHED RIDERS]

93. MAINTENANCE OF TRAFFIC AND WORK AREA PROTECTION [SEE ATTACHED RIDERS]

AK

RIDER "A"
GENERAL ADDENDUM
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

March 12, 2010

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

Notwithstanding anything in the other Contract Documents to the contrary, all provisions of this addendum shall supersede any conflicting provisions of other Documents All other provisions of the Contract shall remain in full force and effect

A. GENERAL CONDITIONS

1 ***General*** The Contractor represents that it is familiar with, and has expertise in the Work of this Scope The Contractor further agrees that it will provide all Work for the Scope as may be required to make a complete job of that which may not be fully defined in the Contract documents

2 ***General.*** The Contractor has visited and carefully examined the premises upon which the Work is being performed and has familiarized itself with the existing conditions and difficulties that may affect the execution of its Work The Contractor is aware that its Work is being performed next to the operational PATH train station, the 1 Subway, the haul road, and West and Vesey Streets The roadways and adjacent occupied buildings are under repair The Contractor agrees that it will take all necessary steps to avoid damage to new and existing construction, sidewalk shed and signage This Contractor, at no additional cost, will repair any damage it causes The Contractor is cautioned that due to the location of this job it may encounter certain areas of special coordination involving traffic congestion, building access, material delivery, etc, all of which may change from time to time Contractor understands that delivery routes and times will be dictated and controlled by various government agencies and that all adjacent streets, the 1 Subway Line, N & R Subway Line, NYS Route 9A (West Street), WTC Path Station, MTA Transit Center, and other structures in the WTC site are under construction and has considered these restrictions with respect to delivering, loading materials and equipment, and hauling of demolition and excavation debris In addition to the work above, NYS DOT will be removing a portion of Vesey Street pedestrian bridge (scheduled for 2006) and will be using Vesey Street for staging The Contractor is aware of these conditions and will not attempt to seek and shall not be entitled to additional time or monies for hardships that may arise due to its having to take special measures and precautions regarding same

3 ***General.*** The Contractor has visited the site and the Contract documents and reviewed with the Construction Manager the designated areas of access, delivery, and storage for the Contractor's use The Contractor agrees that such areas are satisfactory and sufficient for its needs in the prosecution of its Work Changes in such areas shall not be permitted without the approval of the Construction Manager, which if approved, shall be at no additional cost Site Logistics Plan(s) are general in nature, and may change from time to time, and do not exactly indicate all aspects of the site logistics which may arise out of Adjacent Construction Sites (Route 9A, Site 26, WTC Memorial, Transit Center, Performing Arts Center, etc) or the Port Authority restrictions PATH railroad operations and maintenance schedules, and/or other governing agencies causing unforeseen revisions to the site logistics There shall be no additional cost for modifications to Site Logistics Plans

4 ***Office Trailer/Shanty*** The Contractor shall provide and pay for, place, relocate (**two relocations** per each trailer or shanty required by this Contractor is to be included in the Base Contract) and remove any and all of its required office trailer(s) or shanties when and where directed by the Construction Manager Structures shall be "knock-down" type construction, built using fire resistant materials It is understood that the Contractor is responsible for acquisition, maintenance, and subsequent removal of all utility and telephone services required for its office trailer(s) The Contractor will be responsible to provide and maintain its own storage rooms, including protection and security Each structure this Contractor maintains must contain a minimum of one (1) fire extinguisher for every 200sf, or portion thereof, of shanty/storage space floor area

Contractor is advised that a temporary sprinkler system will be installed in and/or above this Contractor's shanty by the Construction Manager, and this Contractor will be charged for this work

5 ***Building regulations.*** It is understood that all Work of the Contractor shall be in strict accordance with the rules and regulations of the Port Authority Where the rules and regulations of the Port Authority do not address a specific condition, the Building Code of the City of New York, and any rules and regulations of the Building Department of the City of New York, and any other governmental or quasi-governmental agencies or regulatory bodies having jurisdiction shall govern The Work of the Contractor shall also comply with The Port of New York & New Jersey "Tenant Construction Review Manual," dated March 2003, and "World Trade Center Site Rules and Regulations," effective January 1, 2006, as may be amended from time to time, a copy of which is attached as Rider "N " Where there is any conflict in any provisions, the most stringent shall apply

INITIAL HERE AC

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS - continued

6 ***Building regulations.*** The Contractor shall comply with all of the legal regulations, including OSHA safety regulations and regulations of municipal, city, local, The Port Authority, and other government agencies having jurisdiction concerning the Work of this Contractor The Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work If the Contractor performs any Work which is contrary to such laws, ordinances, codes, rules, and regulations, it shall make all changes to comply therewith and bear all costs arising there from

7 ***Building regulations.*** The Contractor is aware of the requirements of the Department of Transportation's Bureau of Traffic, the Port Authority, New York State Department of Transportation, and any other agency having jurisdiction over regulating restricted vehicle lengths and times of operation in the geographical area in which the Project is situated In addition, the Contractor's logistics plan must be in conformance with the Construction Manager's requirements and as approved by the Mayor's Office of Construction, Mitigation, and Coordination (OCMC) The Contractor agrees there shall be no additional costs as a result of these restrictions

8 ***Coordination/building regulations.*** For purposes of complying with the requirements of the Building Code of the City of New York and the Port Authority, which calls for a Certificate of On-Site Inspection, the Contractor shall furnish to the Construction Manager information on the position of cranes, derricks, guy lines, etc , along with pertinent loads from the operation of such equipment certified as to accuracy and location by a Professional Engineer licensed to practice in the State of New York, engaged by the Contractor The New York City Department of Cranes and Derricks on this site will not perform inspections The Contractor shall retain and pay for a third party Professional Engineer licensed to practice in the State of New York to certify the assembly and operation of any equipment The Contractor is aware of the limited structural capacities of existing slab areas to be used for its equipment and material storage and shall not exceed rated capacities without taking appropriate steps to compensate for the imposition of any construction loads which may exceed the design criteria of the new structure or the capacity of the existing roadways, sidewalks and curbs Any modification to the building structure required to support the Contractor's equipment will be made by the Contractor at its cost and reviewed and approved by the third party Professional Engineer All costs incurred by the third party Professional Engineer to review the Contractor's proposed modifications shall be reimbursed to Construction Manager by the Contractor Any permanent modifications will be made only with the Construction Manager's written approval The Contractor shall furnish, place and remove any temporary foundations, supports, and bracing required to stabilize the structure or existing conditions due solely to its Work All costs associated with the above requirements are included in the Contract Price Submittals for cranes provided by the Concrete Contractor shall be by the Concrete Contractor

9 ***Load Constraints.***

Exemption (4)

10 ***Building regulations/environmental.*** The Contractor shall comply with all federal and local laws regarding noise control Mufflers, whisperized compressors, and other noise abatement and protection devices shall be used throughout the Contractor's Work Contractor will adhere to noise restrictions, with specific attention to Work performed prior to 8 00 AM, after 4 00 PM and on weekends

11 ***Environmental.*** Contractor shall meet the Sustainable Construction Requirements and Environmental Performance Commitments (EPC's) as described in Rider G

12 ***General/environmental.*** All vehicles shall pass through a wheel wash to remove debris from tires and vehicle bodies prior to leaving the site

13 ***Coordination***

Synchronization of Activities

a Contractor acknowledges that Construction Manager shall award contracts to other contractors, including, without limitation, trade contracts to other Contractors, to perform construction or operations related to the Project ("Other Contractors") Contractor further acknowledges that the Other Contractors may perform their work on the Project site during the same time that Contractor performs its Work on the Project site, or that Contractor's Work and the work of Other Contractors, though provided for under separate contracts, may be interconnected in some manner or interdependent, one depending upon timely or proper performance of the other

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

A. GENERAL CONDITIONS - continued

b This Contractor shall cooperate, as directed by the Construction Manager, with Other Contractors at the site, including, but not limited to, Foundation Contractor, Superstructure Concrete Contractor and Above Grade Superstructure Steel Contractor

c This Contractor shall cooperate with the Port Authority, 1 WTC, all Public Transit Companies and any other government authorities having jurisdiction

d In order to synchronize all of the activities described in Section A above and have such activities occur in a harmonious and proper manner, the Contractor agrees that it shall (i) cooperate with Construction Manager in coordinating Contractor's Work and labor force with the Other Contractors' work and labor forces, and (ii) provide for coordination of Contractor's Work and labor force with those of the Other Contractors

e In order to maintain synchronization and harmony with respect to all of the construction and operations on the Project site, Contractor agrees to do the following when so requested (i) review the construction schedules of Other Contractors in order to make internal revisions to Contractor's own schedule such that Contractor's schedule will coordinate with the schedules of others, or (ii) participate in a joint review among relevant parties of the schedules of Contractor and the Other Contractors, each schedule being reviewed in terms of the others, in order to coordinate all such schedules, and, after such joint review, revise Contractor's schedule as mutually agreed upon and to the extent necessary in order to coordinate Contractor's activities with those of the Other Contractors

f The Contractor understands that it is essential that many of its activities be performed in close coordination with, at the same time as, or in close sequence with the work of Other Contractors If Construction Manager directs that certain parts of the Work be performed following a specific sequence or on certain days or times of the day, Contractor shall perform such Work accordingly The Contractor understands that the work of this Other Contractor will not be continuous and that work will be required to be performed out of sequence Any changes in sequence and out of sequence work will be performed at no additional cost to Construction Manager and 1 WTC

g Contractor acknowledges that the Other Contractors are subject to certain of the same types of obligations and have certain of the same rights as Contractor Contractor agrees to coordinate its Work and to cooperate with the Other Contractors in order that all parties may perform their respective obligations and exercise the rights to which they are entitled

h Contractor shall (i) afford the Other Contractors reasonable opportunity for introduction, storage, and access to their materials and work, and (ii) accommodate the Other Contractors to the extent Construction Manager so directs with respect to such endeavors

i Contractor shall inspect portions of Work already performed to determine that such portions are in proper condition to receive subsequent work, if any, by the Other Contractors

j The Contractor shall cooperate with the testing and inspection agencies hired by the Construction Manager or 1 WTC Contractor shall provide to the testing agencies, at no additional cost, all manpower, facilities, scaffolds, calibrated torque wrenches, etc , to assist the testing agency personnel in their testing and inspection duties It shall be the responsibility of Contractor to notify the testing agencies prior to commencement of the Contractor's Work The Contractor shall also notify the Construction Manager that inspection services have been requested Contractor shall not perform any Work requiring testing, unless such testing agency personnel are present It shall be the responsibility of the Contractor to notify the testing agencies in sufficient time to allow for travel arrangements prior to commencement of the Contractor's Work The Contractor shall perform any corrective work recommended by the inspection firms The corrective work shall be included in the Contract Price Costs incurred for re-inspections for rejected materials or failed inspections will be born solely by the Contractor

k Any temporary openings or leaveouts required for subsequent installation of Contractor's Work must be brought to the attention of the Construction Manager prior to the start of the pertinent work in the area of the opening or leaveout needed Failure to request access will result in the Contractor assuming all costs involved in providing, rebuilding and refinishing the required access It may be necessary for this Contractor to leave openings in its Work or omit portions of Work temporarily in order that Other Contractors can perform their work It is understood that the work of filling in openings or completing such undone portions of the Work may be required to be performed at different times and intervals including those after the Contractor has completed its primary Work All of the foregoing shall be done within the Contract Price

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

A. GENERAL CONDITIONS - continued

l The Contractor shall attend any job progress meetings scheduled by the Construction Manager As a minimum, meetings will be held weekly When requested by the Construction Manager, a principal of the Contractor's firm shall also attend the meetings

m The Contractor shall have the capability to send and receive electronic mail (e-mail) to and from the Construction Manager Contractor shall provide to the Construction Manager the e-mail addresses of their Project team

n The Contractor shall maintain a competent Superintendent or Foreman at the site during any time that this Contractor is working at the site The Superintendent or Foreman shall be approved by the Construction Manager Contractor shall issue to its key personnel, radios that are on the same frequency as one of the Construction Manager's channels to ensure proper communication in the event of a requirement to notify all site personnel All costs for this communication requirement shall be included in the Contract Price

Claims Involving Construction or Operations of Other Contractors

a If performance of Contractor's Work, or a portion thereof, depends upon the construction or operations of any of the Other Contractors for proper execution of such Work in accordance with the Contract documents, then prior to proceeding with that portion of the Work and within forty-eight (48) hours of such discovery by Contractor, Contractor shall provide notice to Construction Manager of any apparent discrepancy or defect in the Other Contractor's work that would render such work unsuitable for the proper execution of or would result in a defect in Contractor's Work

b Failure of Contractor to provide notice as provided for and within the timeframe set forth in the Section above shall constitute an acknowledgment by Contractor that the Other Contractor's work, whether partially or wholly completed, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable

c Construction Manager shall be reimbursed promptly by Contractor for costs incurred by Construction Manager that are payable to one of the Other Contractors because of delays, improperly timed activities, or defective construction of Contractor

d Contractor promptly shall remedy damage wrongfully caused by Contractor to completed or partially completed construction or to any property belonging to the Other Contractors, Construction Manager, the Port Authority or 1 WTC, or for which the Other Contractors, Construction Manager, the Port Authority or 1 WTC is responsible

Cutting and Patching Construction Performed by Other Contractors

a Contractor shall be responsible for the necessary cutting, fitting, or patching of its Work in order to make its parts fit together properly and accommodate any subsequent work by the Other Contractors in accordance with the Contract documents

b Contractor shall not damage or endanger a portion of the work, or a fully or partially completed construction of any of the Other Contractors, by excavation or by cutting, patching, or otherwise altering such construction Contractor shall not cut or otherwise alter such construction by 1 WTC or Construction Manager or any of the Other Contractors except by prior written consent from Construction Manager

14 ***General/ Survey.*** The Contractor shall be fully responsible for all layout of its Work Property line offsets, one north-south axis line, one east-west axis line, and bench marks will be established by the Construction Manager at every Floor Level All subsequent layouts required by this Contractor to perform its work shall be included in the Contract

15 ***Temporary services.*** Temporary light, power and water will be provided during normal working hours as defined as from 6 00 AM to 6 00 PM, Monday through Friday and from 6 00 AM to 6 00 PM on Saturdays, excluding holidays (as defined in Rider "J") at no cost to the Contractor Should the Contractor work prior to or later than normal working hours, it shall pay all costs including the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule Utility consumption charge will be paid by others

16 ***Permits.*** All permits required for any part of the Contractor's Work shall be procured and paid for by the Contractor

17 ***Manpower.*** Sufficient manpower shall be provided at all times to maintain progress of the Work A labor shortage within the industry shall not be accepted as an excuse for not manning the job

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

A. GENERAL CONDITIONS - continued

18 ***Manpower/trades.*** The cost of the Master Mechanic, Maintenance Engineer, Teamster Foreman, Elevator Operators, Operating Engineers (for vertical transportation) and Standby trades during normal working hours will be by the Construction Manager

Overtime costs (beyond normal working hours, as defined below) for Master Mechanic, Labor Foreman, Teamster Maintenance Engineer, Site Safety Manager, Elevator Operators and other standby trades caused by this Contractor's failure to meet schedule, operations etc , will be charged to this Contractor as follows

From ***6:00 A.M. to 6:00 P.M*** , Monday through Friday ***and 6:00 A.M. to 6:00 P.M. Saturday***, excluding holidays, there shall be no charge for Standby After or before these hours (except for pre-scheduled work stated above), this Contractor, along with any Other Contractors working shall be charged the prorated share for the Standby costs for the following trades

1 Master Mechanic (Local 14) ***($210.00/Hour)***
2 Labor Foreman (Local 79) ***($130.00/Hour)***
3 Teamster (Local 282) ***($175.00/Hour)***
4 Maintenance Engineer (Local 15) ***($175.00/Hour)***
5 Site Safety Manager ***($125.00/Hour)***
6 Elevator Operator (Local 1) (if applicable), ***($155.00/Hour)***
7 Temporary (Power/Light Electrician) (Local 3) ***($210.00/Hour)***
8 Temporary Water (Plumbing) (Local 2) ***($205.00/Hour)***

19 ***Manpower/trades.*** Employment of all standby trades shall be based on the BCA Collective Bargaining Agreements

20 ***Manpower/trades.*** Should any questions of union jurisdiction arise, the Contractor shall immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction, at no additional cost The Contractor agrees that it shall participate and be bound by decisions of "The New York Plan for the Settlement of Jurisdictional Disputes" as administered by the BTEA Should this Contractor fail to take expeditious action, it will be responsible for any time lost because of delays arising from such a dispute

21 ***Rigging, Hoisting, Storage and Site Deliveries***

Material & Personnel Hoist

a Prior to the 4th Quarter of 2008, there will be no mechanical means of vertical transportation provided for the Project (both for men and materials)

During this time period the Contractor's workforces shall be required to walk to their respective work areas and the Contractor shall provide whatever means are necessary to rig, hoist and distribute equipment and materials as required

b Commencing on or about the 4th Quarter of 2008, material and personnel hoisting will be made available for use by the Contractor serving both the Below-Grade and/or Tower Project spaces

c Hoisting, for both material and personnel, will be operable during the hours as follows

Monday thru Saturday, 6 00 AM – 6 00 PM

d During the hours stipulated in Item C above, use of the personnel hoist is without charge

e All hoisting and hoisting requirements for this Contractor's materials and equipment are this Contractor's responsibility Should the Contractor elect to use the material hoisting services made available by the Construction Manager, the following rental charges shall apply

Monday thru Friday, 6 00 AM – 7 00 AM, Rate = ***$600 / hour***
Monday thru Friday, 7 00 AM – 3 00 PM, Rate = ***$475 / hour***
Monday thru Friday, 3 00 PM – 6 00 PM, Rate = ***$600 / hour***
Saturday, 6 00 AM – 6 00 PM, Rate = ***$600 / hour***

f After or before these hours stipulated above, the Contractor, along with any Other Contractors working on-site, shall be charged the prorated share for the standby labor costs necessary to operate the hoist

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS - continued

g The distribution of labor and materials beyond the level serviced by the hoist complex shall be the sole responsibility of the Contractor

h The Contractor must schedule use of the material hoist with the Construction Manager in advance of the time of the required hoist usage Hoisting shall be made available on a first come, first serve basis

i In the event that this Contractor reserves but does not use the hoist, all applicable rental charges will still apply

j Acknowledging that there will be hoist outages from time to time that are the result of safety concerns due to high winds, mechanical breakdowns, required maintenance and repair work, etc , there shall be no extensions of time permitted, lost time claims, or extra costs of any kind or nature funded by 1 WTC or Construction Manager to compensate for losses in productivity during such times of interrupted hoist service

Tower Cranes

In the event that this Contractor requires use of the Steel Erectors "Tower" Crane, the following procedures shall be followed

- This Contractor shall provide at the onset of the Project, in writing, a comprehensive schedule of required tower crane picks indicating the quantity of required crane picks, the purpose of each pick, and the associated loads

- The Contractor shall ensure that all items delivered to the site for picking are within the cranes maximum lifting capacity

- The Contractor shall schedule all required crane picks with the Construction Manager It is understood that the use of the cranes for the structural trades takes precedence over the use required by the Contractor Therefore, the Contractor should assume that the only pick time that will be available shall occur outside of normal work hours Accordingly, all associated costs for manpower and the appropriate crane rental rates are included in the Contract Price

- Charges for crane picks are comprehensive rates, including the operator, oiler, raising gang, etc

- The Contractor shall be charged the following rate for all crane picks (and has included all such costs in the Base-Contract)

Straight-Time (1/2 hour pick)	=	***$1,750 / pick***
Overtime (1/2 hour pick)	=	***$2,500 / pick***

Note that the ½ hour time limit constitutes one (1) pick at the above rate Any picks that extend beyond the ½ time limit shall be treated as a multiple pick and charged at the rates indicated above (i e a 45-minute pick on straight-time will costs ***2 X $1,750 = $3,500***)

Daily Rates (Saturdays & Sundays)

Saturday Daily Rate (8 Hours)	=	***$21,000/ day***
Sunday Daily Rate (8 Hours)	=	***$28,500/day***
Hourly Rate Beyond 8 Hours	=	***$ 5,000/hour***

Note that the daily rates include as many picks as can be completed in the 7 ½ hour shift (there will not be a per pick charge)

Note that this Contractor shall not be compensated for the costs of any picks necessary to complete the Work of this Contract, both on straight-time and overtime, as all such costs are included in the base-contract value Any errors in computing the total costs of crane picks shall be the responsibility of the Contractor

- The Contractor shall be required to verify each crane pick by signing a document (at the time of the pick) that indicates the date, quantity and duration of each crane pick This document will be signed by the Tishman Jobsite Superintendent as well as the Steel Erector Foreman

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS - continued

- A deduct change order will be written to the Contractor, on a monthly basis, representing the total cost of crane picks utilized each month (at the rates indicated above)

On-Site Storage of Equipment and Materials

a The Contractor must take special care in stocking its material on floors to allow Other Contractors free access to their work and not to overload the slabs The Contractor will refer to the Contract Drawings as they pertain to permissible slab loads and shoring requirements, submit detailed floor loading plans indicating material loading layouts, weights, stacking heights, and other pertinent information for review by the Design Team's Structural Engineer Construction Manager shall approve all of the Contractor's storage/stocking placement locations Contractor will deliver amounts of material to the site that will not exceed the loading capacities of the floors or cause unnecessary stockpiling of material on the site Because of the limited site access, the Contractor will be responsible for any and all off-site storage or staging areas that may be required

b No material shall be stored outside of the construction fence without the Construction Manager's approval

c The Contractor shall place its equipment, additional bracing, shoring, and other appurtenances, in locations approved by Construction Manager Contractor utilizing equipment shall provide design drawings and calculations required to support Contractor's equipment, additional bracing, shoring, and other appurtenances, signed and sealed by a professional engineer licensed in the State of New York and reviewed by the Engineers of Record for structure for effects on the permanent structure Any bracing, shoring, and other appurtenances, shall be relocated as required as the Project progresses if required by the Construction Manager so as to avoid interference with work of Other Contractors Any modification to the existing structure required to support the Contractor's equipment shall be made by the Contractor at its cost and approved by the Engineer of Record for structure All fees and costs invoiced by the Engineers of Record to review the Contractor's proposed modifications shall be reimbursed to 1 WTC by the Contractor

Deliveries

a The Contractor is aware of the requirements of the Department of Transportation Bureau of Traffic regulations regarding restricted vehicle lengths and times of operation in the geographical area in which the Project is situated In addition, the Contractor must submit a logistics plan The plan must be in conformance with the Construction Manager's requirements The Contractor agrees that there shall be no additional costs as a result of these restrictions

b The Contractor is cautioned that due to the location of this job it may encounter certain areas of special coordination involving traffic congestion, building access, material delivery, special security measures, etc It is understood that the Contractor is aware of these conditions and the Contractor will not attempt to seek and shall not be entitled to additional monies for hardships that may arise due to its having to take special measures and precautions regarding same

c The Contractor shall include all costs required to provide all necessary protection, flagman, barricades, cones, etc , to control vehicular traffic, protect the public from potential hazards, and control pedestrian traffic during all of its delivery and hoisting operations If special Police details or assistance is needed, the cost for same shall be included in the Contract Price

d The Contract Price includes all off-hours deliveries, if required Contractor shall schedule all off-hours deliveries with the Construction Manager If Contractor makes off-hours deliveries the Contractor shall pay for all Standby costs due to off-hours deliveries

e The Contractor shall place its hoisting equipment in locations approved by Construction Manager Any separate hoist engines shall be relocated as required as the Project progresses if required by the Construction Manager so as to avoid interference with work of Other Contractors

22 ***Submittal procedure.*** In the event that the Contract documents are revised, the Contractor must notify the Construction Manager in writing of any proposed change to Contract Price within ten (10) calendar days from receipt of said documents If said notification of proposed change is not made within the above-stated time period, then said revised Documents will become part of contractual obligations with no change in Contract Price

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS - continued

23 ***Submittal procedure*** Unless stated specifically elsewhere, only the members of Construction Manager's staff with the title "Construction Manager's Project Director" or "Senior Project Manager" are authorized to approve additional work or time and material work prior to the commencement of such work All time and material work tickets verifying performance of changes and extras must be countersigned and coded for cost control purposes by the Construction Manager's Project Director or Senior Project Manager The Contractor agrees that any time and material work tickets signed by an employee of the Construction Manager, not authorized to countersign time and material work tickets, have a value of ($0) zero dollars It is the Contractor's responsibility to obtain proper authorization for time and material and additional work in accordance with the Contract

24 ***Submittal procedure.*** Unit prices defined in Rider C shall apply to additional work which is not included in the Contract and to deductions to work included in the contract and not performed by this Contractor Modification of Work scope shall be only as requested and approved in writing by Construction Manager

25 ***Submittal procedure*** The Contractor shall direct field foreman to complete and return a Daily Report Form supplied by the Construction Manager, on a daily basis Daily Report Forms shall be forwarded to the Construction Manager no later than the next business day As a minimum the Daily Report Forms shall list the work completed the prior day, the manpower utilized on the prior day and equipment utilized on the prior day Failure to supply the Daily Report Forms is grounds for withholding payment

26 ***Protection*** The Contractor shall provide and maintain all protection specific to its Work above and beyond that shown, which is required by the New York City Building Code, the Port Authority, 1 WTC, Transit Authority, Department of Highways, OSHA and all governing authorities for persons, adjacent properties and the Work Such protection shall be maintained during day and night periods, including weekends, holidays and bad weather shutdowns

27 ***Protection.*** The Contractor will provide protection necessary to safeguard its own Work, as well as the work of Other Contractors, from damage by its own operations

28 ***Protection.*** The Contractor is aware that some perimeter protection has been installed by others within or bounding the work area Should the Contractor, if required for installation of its Work, remove protection, Contractor shall replace such protection or provide a suitable substitute in accordance with OSHA or other jurisdictional requirements at the end of the workday or immediately after working in the area Should the Contractor fail to replace the protection as stated, the Contractor shall be charged for the replacement work as well as all associated costs, including violations, penalties and legal costs

29 ***Security and Site Access:***

a The truck ramp currently located on Liberty Street is projected to be removed in April 2007 Maximum allowable load on the ramp is for AASHTO HS25-44 truck (35 to 45 Tons, refer to AASHTO wheel loading)

b Construction workers will not be allowed to park on the site or on streets in the adjacent neighborhood These areas will be spot checked to ensure workers are complying with this policy Violators may be discharged from employment on the site at the discretion of the Construction Manager This Contractor shall provide a Plan for Parking and transportation of its personnel The plan will include the following at a minimum

(i) Require workers to utilize public mass transit or Contractor provided shuttle bus service

(ii) No Contractor vehicles will be allowed to park on-site This requirement shall not extend to material delivery vehicles, and this Contractor's vehicles which are required to perform the Work of this Contract, which shall be permitted to park in designated loading and unloading areas only at specific pre-arranged times

c Prior to working in or around the PATH track area, Contractor's workforce shall be required to attend a three-hour safety course provided by the Port Authority In addition, a competent individual from the Contractor's workforce shall undergo instructor-level training to train other workers regarding track safety These courses are only offered at the Port Authority facilities in Jersey City, New Jersey The cost of time, travel, and transportation expended attending the course shall be the responsibility of the Contractor

30 ***Security procedure.*** Contractor shall comply with the Project's confidentiality requirements in accordance with Rider F Contractor's employees shall sign individual acknowledgements of confidentiality and security procedures pertaining to handling the Contract documents Contractor shall have these files available upon request

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS – continued

31 ***General/advertising.*** Contractor, its Subcontractors, suppliers, etc shall not use the site, the Project name or their affiliation with Construction Manager or 1 WTC for publicity or advertisement of any kind whatsoever without first obtaining the written approval of 1 WTC Signs will not be permitted on the site without the prior written consent of 1 WTC

32 ***General/housekeeping.*** The Contractor shall provide its own labor to clean all debris from its work areas on a daily basis and to pile such debris in one location as directed by the Construction Manager The Contractor shall also keep all street loading/staging areas, shanty areas etc , clean on a daily basis All debris created by lunch, mid-morning, mid-afternoon breaks, etc must be discarded in the waste receptacles provided, especially at the shanty areas, work areas, where breaks are occurring and at the street-level perimeter of the building

Each Contractor should be aware that this Project has a zero tolerance policy with respect to these requirements for the handling of one's own debris

Failure to comply with this provision will result in back-charges for labor costs incurred to clean up related debris, including all overtime required (at the discretion of the Construction Manager) and associated exterminating costs

33 ***General.*** Workers shall not use loud and/or abusive language and offenders shall be dismissed Workers shall not deface any portion of the site or any temporary facilities and offenders will be dismissed Smoking is prohibited at the site

34 ***Removal Of Finished Work:*** The Contractor shall obtain written approval from the Construction Manager prior to removal by the Contractor of any finished work, such as but not limited to sheetrock, spray-on fireproofing, ceilings, concrete, structural steel and other building components, required for the installation of its work Failure to obtain such approval or removing more of the area that was approved will result in the cost for all required repairs being deducted from the Contract Price

35 ***Recognition of September 11:*** This Contractor is aware of the significance of the September 11th date for this Project, and has been notified that no on-site work will be performed on this date In addition, this Contractor may be required to perform work to accommodate site requirements in preparation of September 11 events if required by the Owner (i e temporary acceleration or leave-outs of work which are not specifically identified at the time of the award)

36 ***Conditions For Payment Of Off-Site Stored Materials.*** In order to mitigate the risks and uncertainties of material and equipment cost escalation based on the fabrication time and duration of work, the Contractor may elect to accept deliveries of equipment and materials at an off-site storage / warehouse facility prior to the required on-site delivery dates

In such instances, upon confirmation of the delivery the Contractor shall be reimbursed for the costs associated with the furnishing only of the associated equipment and materials along with the monthly warehousing costs

Payment on stored materials shall be contingent upon the following

- Bill of Sale to PA vs 1 WTC for new sales tax language
- Segregated Storage area and clearly marked and identifiable as **"the property of 1 WTC, LCC."**
- Offsite storage Insurance for each and every location
- Bonded warehouse for non bonded contracts
- Performance testing submitted and accepted by CMD MEU as appropriate
- Certification submitted and accepted by CMD MEU as appropriate
- Mill certificates submitted and accepted by CMD MEU as appropriate
- Inspection Verification by CMD MEU as appropriate
- Verification by CMD MEU as appropriate
- Actual Cost of the material without overhead and profit
- Items must be stored in a manner consistent with the manufactures recommendations in order to ensure that equipment is in no way damaged or impaired during the storage time-period and that all manufactures warranties remain fully in tact up to the specified warranty end dates
- The Construction Manager is provided with access to perform the inspection of stored items as requested
- Material is located in either the United States or Canada
- Leased space in the name of Owner where material is stored, including easements for access to the leased area Exact lease language to be acceptable to Owner

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

A. GENERAL CONDITIONS – continued

The Contractor shall include in the Contract Price all costs associated with the required deliveries to the off-site facility, off loading, handling, storage / warehousing, re-handling, re-loading, and jobsite delivery of all associated items There shall be no additional costs paid or extras accepted for any items related to the off-site storage of equipment and materials

37 ***Mobilization Payment.*** The Contractor shall be entitled to requisition for it's initial administrative costs associated with the requirements of the Project (i e insurance documents, schedule of values, procurement, fabrication and installation schedules, etc), to a value not to exceed one percent (1%) of the Lump Sum Contract amount

38 ***Addendum to the Lump Sum Contract WTC-1001.09 - 40:*** The following items are modifications to the terms and conditions of the Lump Sum Contract documents and supersede the requirements accordingly

a Performance and Payment Bonds – Addenda to Article #20A This article is deleted, as well as all other references to Performance and Payment Bonds in the Lump Sum Contract document

b Retainage Reduction – Addendum to Article #24 Progress Payments Upon the successful completion of 50% of all Contract work, the retention of payment of ten percent (10%) from all Payment Applications shall be reduced to zero percent (0%) for the remaining Payment Applications, therefore the retainage amount at the completion of the Contract shall be reduced to ten percent (10%) to five percent (5%) The requirement that the Owner shall have sole discretion to approve or reject such request, regardless of Construction Manager's recommendation, has been deleted Reference Rider "C," Add Alternate #7

c Payment Application Period – Addenda to Article #24 Progress Payments Each Payment Application period shall be one half (1/2) of a calendar month in lieu of one (1) calendar month Pencil drafts of the Payment Applications shall be submitted on or before the 10th and 25th day of each month Reference Rider "C," Add Alternate #9

B. SCOPE OF WORK

Without restricting the generality of work which shall be performed within the Contract Price, it is clearly understood and agreed that the Contractor shall provide all material, labor, trucking, hoisting, rigging, engineering, scaffolding, power hookups, protection, shop drawings, applicable taxes, permits, layout, equipment, supervision, coordination, applicable insurance, etc , necessary for the furnishing and installation of all specified and related work contained herein in accordance with the Contract Drawings, Specifications, Addenda and Riders, all of which become part of this Contract

The Scope of Work shall include, but not be limited to, all the Signage work in the following Documents, except such work as may be specifically excluded in Paragraph "C" "WORK NOT IN CONTRACT"

- Specification Section
  10400 Signage
  10410 Message Schedule
  10460 Photoluminescent Egress Marking System (Reference Section C – Work Not in Contract)
- SOM Architect's Supplemental Instruction No 071R2, dated November 17, 2009

Also included in this Contract are the requirements of the following, as they pertain to this Contractor's work

Specification Section
05700 Ornamental Metal
07920 Sealants

This Contractor shall be responsible for examining all of the Documents listed on the Rider "B", "List of Drawings and Specifications" and all items related to this Contractor's work, and called for in these Documents, shall be included in this Contract

In addition to the above Specifications, this Contractor's work will include, but not be limited to the following items, clarifications and/or modifications

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

B. SCOPE OF WORK – continued

1 This Contractor shall provide all labor, materials, equipment, supplies, tools, services and freight necessary to fabricate, furnish and install all signage of sizes, materials and designs in accordance with the Contract Documents In addition, the Contract includes the following items and clarifications

a Note that precut MTL-07 elevator transom panels for passenger elevators at floors B2, G, 64, and 65 will be supplied to this Contractor by the Ornamental Metals contractor, but will be waterjet cut by this Contractor, and delivered to the site for coordinated sequenced installation by that contractor Additionally, this Contractor shall provide the painted back-plate, complete in accordance with the Contract Documents

b The Contract includes the Building identification shown on drawings G-701 through G-704 Building identification signage may change during the course of engineering and shop drawings, unit pricing for letters is included in Rider C

c. Furnish and install the exterior signage kiosks (sign type B1 1) Only the (4) kiosks which are within the site boundaries for 1WTC are within this contract Embedded anchorage is being installed as describe in Scope of Work item #7 This Contractor is notified that the steel plate embedded into the structural steel (by others) shall be installed at Elev 310'-2", and this Contractor shall be responsible for all construction and connections to the embedments provided

d Photoluminescent signage shall be furnished and installed in accordance with the project specifications, and with manufacturer's recommendations for adhesion, except as noted in Section C, Work Not In Contract

e Provide Signage Types G1 2 and G1 3 at the B2 Level, Ground, and the 64th Level Elevator Lobbies only

f Furnish and install the Elevator Jamb Plate with Car Designation – Level Matrix – as shown on ASI 71R2, on Pentegram Drawings "P2" and "P3"

g Furnish and install the Elevator Jamb Plate with Car Designation – Typical Tenant Level – as shown on ASI 71R2, on Pentegram Drawings "P4"

2 This Contractor shall provide fully A D A compliant signage, and is responsible for Braille translations Any required revisions to the designs specified herein must be approved by the Owner

3 Furnish and install safety pattern decal on interior and exterior glazed surfaces as described in the Contract Documents, except as noted in Section C, Work Not In Contract

4 Shop Drawings Prior to fabrication, the Contractor shall furnish to Construction Manager for approval, a "master" signage schedule to include all signage required under this scope, and, upon approval of that by the Construction Manager, shop drawings for each sign type indicating the extent of the work including all dimensions, materials, colors, and attachments Contractor is required to field measure prior to submitting the shop drawings

5 Proofs and Templates Contractor is to provide ½ or ¼ size proofs of all sign faces showing position of exact type layouts Owner's approval is required prior to fabrication Full size cutting and installation templates for all dimensional letters shall be submitted prior to fabrications for approval by the Architect to insure correct layouts, typefaces, size, spacing and placement

6 Samples and Mock-Ups Contractor shall provide Owner and Architect for approval, full size complete or partial signs as indicated in the specifications Included in the Contract Price are the mock-up panels indicated in the specifications to be constructed in-place, but out of sequence as directed by the Construction Manager Any work not accepted by the Architect, Owner or Construction Manager will be removed and replaced by this Contractor at no additional cost If acceptable to the Owner, mock-up may be incorporated into final work in place

7 Due to schedule constraints of the Project, embedded Halfen anchors will be engineered, furnished and installed in the concrete superstructure by others, prior to the work of this Contractor This Contractor will be required to review the Halfen anchor design, loading criteria, and must field survey all locations where embeds have been provided (by others) for the support of this Contractor's work Additionally, this Contractor must design its anchorage to comply with the existing embed conditions The Contractor understands that modifications to its anchorage system for Halfens that are installed within a tolerance of 2 inches in any direction (vertically, horizontally, or flush – in/out – with the surface of the concrete) per the layout locations drawings are included in the Contract Halfens that have been installed beyond a

B. SCOPE OF WORK – continued

tolerance of 2 inches will be extra work to the Contract This Contractor shall provide a layout plan showing all additional inserts required for the installation of this scope

8 Contractor shall furnish and install all anchors, fasteners, inserts, divider strips, reinforcing, supports, and other incidental components which are required to comprise a complete installation of the prescribed signage systems All such connections are to be designed and engineered by a licensed New York State P E Stamped and signed calculations are to be submitted for approval in accordance with the Contract Documents In addition, the following items are included

a Signage mounting plate assemblies will be provided by Ornamental Metals contractors in reveals between MTL07 panels, this Contractor is to design and engineer those mounting assemblies, and coordinate the installation with those contractors as needed

b Mounting plate assemblies in other locations are to be designed and engineered by this Contractor, coordinated with contractors or adjacent finish systems (e g stone and specialty glass), and fabricated and furnished by this Contractor to the other contractors for coordinated installation This Contractor shall work with the other contractors as needed to include such incidental components and assemblies in their mockups

9 Contractor shall examine the substrates and conditions in which the signs are to be installed prior to fabrication and installation and notify Construction Manager in writing of any required changes in dimensions or conditions detrimental to proper and timely completion of work Contractor is responsible for all surveys and layout for Contractor's installation Contractor shall not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Construction Manager Failure to do so shall be deemed as Contractor's acceptance of the work

10 Surface Preparation Surfaces under adhesive applied signs shall be smooth, clean and clear of dust, dirt, grease, fingerprints and oil prior to the installation of signs Surfaces to receive mechanically fastened signs, including dimensional letters, shall be fully painted (by others) prior to installation of signs This Contractor shall be fully responsible for all layout of its work

11 Signage delivery, installation and on-site finishing shall be coordinated with Construction Manager as well as other Contractors This Contractor shall be fully responsible for all layout of its work Any and all rework required as a consequence of this Contractor's lack of coordination with the Construction Manager and other Contractors shall be at Contractor's own cost

12 Written dimensions on the drawings shall have precedence over scaled dimensions Contractor shall verify and be responsible for all site dimensions and conditions shown on these drawings

13 Details shown on the drawings shall be followed for exterior appearance only Contractor is responsible for all structural engineering Details shown on these drawings are to show design intent and Consultant will provide all artwork All structural engineering calculations, design, detailing, etc must be stamped and sealed by a professional engineer licensed in the State of New York

14 All items are to be of sound construction and finest quality materials as specified All materials shall have a smooth finished appearance on all surfaces and edges All paint is to be the highest quality and compatible with the surface to which it is applied Consultant will provide all typography and graphics, which will be photographically reproduced All silk-screened graphics are to be done with the finest screen size feasible for sharp, even reproduction

15 Sign installations are to be made with appropriate adhesives, concealed mechanical attachments, and supports as required for maximum strength and resistance to vandalism All means of attachment shall be shown on shop drawings and included in mockups

16 Contractor shall not manufacture, reproduce, or exhibit these designs or modify them for any other purpose without the written approval of Owner

17 Unless specified otherwise, Designer or Owner will provide camera-ready art for all logos, which are to be used by the Contractor for fabrication Enlargements and reduction of artwork are to be approved by Owner prior to fabrication

18 This Contractor shall include all caulking, sealants, and gaskets integral to its system and between the outside perimeter of its work and all adjacent finishes (both interior and exterior)

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

B. SCOPE OF WORK – continued

19 Where aluminum surfaces come in contact with dissimilar materials (i e , masonry, concrete, fireproofing, plaster or other absorptive material), Contractor shall provide a positive separation and the aluminum shall be coated with an antigalvanic material, impervious to moisture Contract includes all exposed and concealed grounds and blocking necessary for this work

20 All metal finished work shall be protected by this Contractor using, at minimum, construction paper on peelable vinyl Protection to be removed per Construction Manager's direction

21 This Contractor shall "construction clean" all exposed exterior work erected by it, after installation and when directed by the Construction Manager This Contractor shall remove all foreign matter and clean all metal using a cleaning preparation which will in no way harm metal or glass surfaces After this cleaning, Contractor will repair within reason any damaged surfaces, scratches, marks, etc , to the satisfaction of the Construction Manager

22 This Contractor understands that certain components of the work may not be performed continuously due to interfacing of the work as required with the work of other trades All out of sequence work required to integrate the work of adjoining trades is included

23 This Contract includes the use of certified welders for all welds that require inspection Contractor will also provide copies of certified welders license upon request and submit certified test reports as required by code and specifications

24 This Contractor shall provide all guarantees/warranties in accordance with the Contract Documents

25 This Contractor shall scrape off fireproofing to attach clips or anchors as required, patching of fireproofing will be by others This Contractor will not be charged for patching unless it becomes excessive/beyond that required to make the connection

26 The Contract shall include an allowance of $250,000 for miscellaneous room signage e g "No Unauthorized Entry", which shall be used solely at the discretion of the Construction Manager Any unused portion of the allocated cost will be deducted from the Contract amount

27 A common scaffold will be provided by others in the First Floor Lobby, with top elevation at approximately 6'-6" from finished ceiling Any additional scaffolding required to install the lobby signage is included in this contract price Scaffolding and any required overhead protection for the installation of the signage is included by this Contractor

28 Furnish and install at jobsite all necessary temporary signs, as required by the NYC Department of Buildings, to procure a temporary Certificate of Occupancy for the project Temporary signage shall be made of paper, placed in plastic "jackets", in dimensions that satisfy the requirements of the NYC Department of Buildings Temporary signage is to include, but not be limited to, the following items

- a "You Are Here" floor plan signs, located at every elevator lobby on each floor, indicating the location of the exit stairs in relation to the elevator lobby
- b Stair designation signs, located inside and outside every stair entrance
- c Every floor is to be numbered within each stair enclosure and on the corridor side
- d Exit and directional signs leading from the floors to the street
- e Stair re-entry signs inside and outside each stair enclosure as required
- f Signs indicating closet doors and type

29 Maintenance
- a Provide detail instructions for the care and cleaning of all signage items
- b Provide customized order forms which contain illustrations of each system type and appropriate spaces for all information as described in the specifications
- c Provide reorder service as described in the specifications

C. WORK NOT IN CONTRACT

1 Cost of 100% Performance and 100% Labor and Material Payment Bonds (Reference Rider "C" - Alternate)

2 Furnishing insurance provided by Owner under the wrap-up insurance policy (See Rider "C", Alternate)

3 Sealants for any purpose other than to adhere and enclose installed signage systems

4 Signage within and specific to the operation of elevators, e g call buttons and hall lanterns However, signage identifying elevator machine rooms and control rooms is included within this scope

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

C. WORK NOT IN CONTRACT - continued

5 Electrified signage normally furnished and installed by Electricians, including but not limited to illuminated emergency exiting signage

6 MTL-07 transom panels for all elevators entrances, however, the waterjet cutting of the metal transom panels are included in the Contract, as described in the Scope of Work

7 Identifying "tags" and decals on electrical and mechanical equipment, piping systems, valves, etc

8 Signage engraved into stone or glass panels

9 Exterior site identification signage, and directional bollards, except for signage kiosks within the site boundaries as described in the Scope of Work

10 Signage within the "East-West Transit Corridor" at the B2 level, except for 1WTC building identification signage and GSA entrance signage

11 Tenant spaces identification signage and signage specific to the Observation Deck and the Restaurant, except as described within the Scope of Work (Reference Rider "C" - Alternate)

12 Photoluminescent stair nosings for concrete stairs

13 Elevator Call Station Signage Types G1 1, G1 2, and G1 3, except as described within the Scope of Work (Reference Rider "C" – Alternate # 12A and 12B)

14 Temporary signage for use during the construction period, except for TCO signage as described within the Scope of Work

D. SHOP DRAWINGS AND SUBMITTALS

This Contractor shall immediately expedite the submission of shop drawings and ordering of materials and equipment so that work of this Contract shall be installed in sufficient time to comply with the Project Construction Schedule This Contractor agrees that the following specific scheduling intervals shall be maintained by it and coordinated with other trades provided that the work of others has advanced sufficiently to permit the sequencing as called for

1 Work under this Contract shall commence immediately upon receipt of instructions from the Construction Manager and shall proceed when and where directed, with sufficient labor and material, to allow the entire project to be completed in accordance with the Project Construction Schedule The work under this Contract shall be coordinated with the work of other trades in order not to delay the progress of the job The Contractor shall follow all interim schedules that may be issued by the Construction Manager as the job conditions require

2 A submittal schedule log indicating a description and submission dates of all drawings, schedules, literature, samples, certifications, etc , as required by the specifications and terms of this Contract shall be completed and submitted for approval within two (2) weeks of Contract award

3 All required shop drawings and submittals shall be submitted in a uniform flow as drawings for each area of the building are completed, and not accumulated for a single submission

4 This Contractor shall submit and maintain record documents (shop drawings, as-built, etc) per - "Submittals"

5 All submissions will be submitted with a stamp indicating that the submittal has been reviewed by the Contractor for conformance with the Contract Documents, coordinated with the work of other trades, and approved by the Contractor

6 All shop drawings shall be prepared using AutoCAD 14 and record as-builts shall be provided to Owner at Substantial Completion in both disk format and hard copy prints

7 Contractor shall utilize the Construction Manager's electronic documents control system if so directed

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

E. SCHEDULE-TIME OF PERFORMANCE

1 This Contractor is to submit the following to the Construction Manager
   a Construction progress schedule
   b Shop drawing submittal schedule logically tied to construction schedule
   c Name and resume of trade Contractor's superintendent to be assigned to this project, for review and approval by Construction Manager
   d Worker's Compensation Employee Modification Ratio

2 Within two weeks of contract award, this Contractor is to submit the following to the Construction Manager
   a Trade payment breakdown
   b Labor rate sheets
   c Certificate of insurance
   d Begin submission for approval of all drawings, schedule, literature, samples, certifications, etc , as required by the Specifications Shop drawings shall be completed for approval within weeks of Contract award
   e Material procurement logs
   f Bar Chart Schedule
   g Cash Flow

3 Within two (2) weeks of Contract award, the Contractor shall submit a detailed CPM schedule indicating the aforementioned activities and their interdependencies, as well as any additional activities the Construction Manager may request at a later date, to more accurately reflect actual project conditions

4 The Contractor shall be prepared to commence its field work layout on or about the **1st Quarter of 2012**, or at such later date as directed by Construction Manager, provided that the work of others has advanced sufficiently to permit such a start In addition, the Contractor shall commence its field survey work on the B2 level on or about the **2nd Quarter of 2010** The Contractor shall be prepared to complete all field installation **Fifty-Two (52) weeks** after start, or at a later date if required by the progress of other trades at no additional cost to Construction Manager There will be no escalation of price allowed for duration of the Contract, nor will there be any additional cost due to the delayed start or protracted duration of installation as required by the progress of the project

5 The Contractor agrees that "Time is of the Essence", with respect to the performance of the Contractor's work and all dates and time periods pertaining to this Contract, and it understands that in order to accomplish the aforementioned Schedule, including intermittent milestones, it may be required to work its crew and equipment overtime on regular work days and on Saturdays and Holidays, the cost of which is included in the Contract Price The Contractor shall pay the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule It is understood and agreed that procurement of Saturday, Sunday or Holiday work permits and/or after hour work permits, if required, shall be obtained by Construction Manager, however, all costs associated with obtaining the work permits shall be charged to the Contractor

6 The Contractor understands that work of this trade may not be continuous and that he may be required to work out of sequence at the direction of the Construction Manager There shall be no charges for comeback time or out of sequence work, provided Contractor's field forces and equipment are still on site and work is accessible to and within the capacity of the on-site equipment

7 It is agreed that for purposes of scheduling the various operations of the Contractor's work, the Architect shall require ten (10) working days, or fourteen (14) calendar days, whichever is longer, for the approval of shop drawings, from time of Architect's receipt to time of Architect's return to Construction Manager The Contractor shall establish a steady flow of shop drawings for approval and avoid the accumulation of an excessive quantity of shop drawings in a single submission

8 The Contractor shall furnish to the Construction Manager copies of all material orders (without pricing), cutting lists, shop tickets and acknowledgments of such orders

9 Shop drawings for embedded items and separate layout drawings indicating the locations of these embedded items shall be submitted within four (4) weeks after Contract award, or sooner, if required by the Construction Manager

10 The Contractor shall furnish to the Construction Manager transparencies and/or prints of erection plans and shop drawings in such quantities as determined by the Architect, which shall be used for approval of the Contractor's work

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

E. SCHEDULE-TIME OF PERFORMANCE – continued

11 Installation will be able to commence on site, assuming the work of other trades has advanced sufficiently

12 All materials must be fabricated to allow the above installation schedule to proceed uninterrupted Failure to meet the requirements will require the Contractor to immediately institute a recovery program that may consist of additional manpower, shift work or overtime until this Contractor is capable of performing its work to maintain the above schedule, with no increase to Contract Price

13 Contractor will submit the following on a weekly basis Failure to do so is grounds for non-payment

a Detailed reports regarding status of engineering submissions, procurement, and fabrication operations

F. SAFETY

1 Contractor is aware of the requirements of the Site Safety Plan on file with the Port Authority of New York & New Jersey and that there is a Site Safety Management Contractor employed by the Construction Manager, for the project and shall fully cooperate with same, and comply with the Site Safety Manager's direction Contractor shall comply with the requirements of the Safety Plan The Contractor shall include all costs required to provide all necessary protection, flagman, etc , to control vehicular and pedestrian traffic during all its delivery and hoisting operations The Contractor shall closely adhere to the Construction Manager's Site Safety Requirements during all phases of its operations The Contractor will conduct Project Safety Meetings with its own personnel on a regularly scheduled basis The Contractor's foreman shall attend all Site Safety meetings All of Contractor's personnel will be required to attend the Site Safety orientation meeting conducted by the Site Safety Manager All personnel will be required to comply with the Construction Manager's hard hat sticker program evidencing such participation in the site safety orientation meeting and commitment to the Construction Manager's safety program Failure to wear a hardhat with the safety sticker shall be cause for removal of employee from the project site All costs associated with the foregoing are included in the Contract Price In addition to the above, this Contractor shall provide its own safety program

2 The Contractor shall provide its own site-specific safety and health program (HASP) The program shall be submitted prior to commencement of on-site work or initial progress payment will be withheld The program shall address tasks to be completed on the project including describing the controls and safeguards to prevent injury an illness Contractor's safety program shall be subject to audit and review by the Construction Manager's Site Safety Manager The Contractor shall revise the HASP as many times as projects conditions required at no additional cost

3 Failure to comply with the safety requirements of the project may result, at the discretion of the Construction Manager, in the following amounts being deducted from the Contract Price for each specific non-compliance with a provision of the Safety Program
a First Offense Warning – no monetary deduct
b Second Offense $500 00
c Third Offense $1,000 00
d Further Offenses $2,000 00 for each additional offense

Deductions shall be non-cumulative for violation of multiple provisions of the site safety program

4 The Contractor will conduct weekly Job Box Safety Meetings (JBSM) on a regularly scheduled basis and New Employee Safety Orientations as required for its own personnel The Contractor shall provide a written JBSM schedule to the Construction Manager, within two (2) weeks of contract award The Construction Manager, at its option, shall be allowed to attend the JBSM The Contractor shall provide copies of meeting minutes and attendance sheets of all JBSM to the Construction Manager as a condition to processing payment requisitions Requisitions will not be processed without receipt of JBSM minutes for the requisition period

5 The Contractor shall designate a competent individual from its employ to act as a Safety Manager anytime the Contractor is performing work The Safety Manager shall have satisfactory completed a minimum of 10 hour OSHA safety course from an approved program No work shall occur unless the Contractor's Safety Manager is on site

6 It is the responsibility of the Contractor to institute a Drug & Alcohol Program for it's on site employees Drug and Alcohol (including beer) use on the site will not be tolerated Any on site employee who is found to be under the influence of or ingesting Drugs or Alcohol (including beer) or carrying weapons must be immediately removed from the site

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

F. SAFETY – continued

7 All personnel are required to wear hard hats and eye protection at all times All personnel will be required to comply with the Construction Manager's hardhat sticker program evidencing such participation in the site safety orientation meeting and commitment to the Construction Manager's safety program Failure to wear a hardhat with the safety sticker and eye protection shall be cause for removal of employee from the project site

8 The Contactor is required by OSHA regulations to institute a hazard communication program Under the hazard communication program, the Contractor must inform both the Construction Manager and all other Contractors on the site, of any hazardous chemicals being used by the Contractor The Contractor shall provide the Construction Manger and all other Contractors on the site, with copies of Material Safety Data Sheets (MSDS), which will warn other Contractors of the presence of any hazardous materials The Contractor must insure that any hazardous materials are appropriately labeled and properly stored Contractor shall maintain a job site inventory of hazardous materials

9 The Contractor shall take all safeguards necessary for fire protection and fire prevention Smoking is strictly prohibited

G. QUALITY ASSURANCE

1 The Contractor shall guarantee all work performed and materials installed by it to be free from inherent defects and shall keep same in repair and replace any defective materials or workmanship free of cost to the Owner for a period of time commencing from the date of formal Owner acceptance The specifications shall govern after the above minimum requirement is met

2 The Contractor shall replace or repair, at no additional costs to the Owner and/or Construction Manager, all installed work which occur after Owner acceptance and within the warrantee period The Contractor shall respond within twenty-four (24) hours notice thereof by the Owner Additionally, the Contractor shall reimburse the Owner for any damages caused by such malfunctions and the repair thereof

3 Reference Standards All work of this Contract shall be performed in strict accordance with the Codes and Standards noted below and with the Contract Documents When more then one of the Reference Standards and/or the Contract Documents applies to a particular portion of the work, the most stringent shall govern
   a "Building Code of the City of New York" - with all amendments to date
   b Rules and regulations of the Port Authority of New York & New Jersey
   c "Specifications for Structural Concrete for Buildings", (ACI 301), latest edition
   d "Building Code Requirements for Reinforced Concrete", (ACI 318), latest edition

4 The requirements of any additional Reference Standards cited by the Documents noted above shall be considered as mandatory for this project

INITIAL HERE AK

Exemption (4)

RIDER "C"
ALTERNATES AND UNIT PRICES
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

March 12, 2010
(Revision #1)

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

At Contractor's option in accordance with the article entitled "Changes and Extras" of the Contract, the following Alternates and Unit Prices shall be used for all additions and/or deletions to the Scope of Work and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, rigging, engineering, scaffolding, power hookups, protection, shop drawings, permits, appliances, delivery and supervision and shall remain in effect until completion of the project Items covered by these prices shall be furnished in accordance with the Specifications and in quantities and locations as directed by Contractor

ALTERNATES

ALTERNATE NO. 1
DELETED

ALTERNATE NO. 2
In the event that this Contractor is directed to furnish all insurances in accordance with the Insurance Rider in lieu of the Owner Commercial General Liability shall be **FIFTEEN** Million Dollars for Package A, B and C

ADD $144,074

ALTERNATE NO. 3
In the event that the sales tax status of the project changes from a Tax Exempt project to a Certificate of Capital Improvement project

ADD $ 17,191

ALTERNATE NO. 4
This Contractor agrees to deduct from the Lump Sum Contract Amount, a dollar-for-dollar cost reduction conforming to any and all labor concessions by the building trade unions employed by this Contractor, which have been enacted subsequent to the informal award of the Contract work on *March 12, 2010* This Contractor agrees that the final credit value will be determined by audit performed by the Construction Manager and the Owner

DEDUCT $ TBD

ALTERNATE NO. 5
In the event that this Contractor is directed to furnish and install tenant signage, Types A3 3, A3 4, A3 5, A3 7, A10 1 and A10 2 complete,

ADD $ 56,821

ALTERNATE NO. 6
DELETED

ALTERNATE NO. 7
In the event that the initial terms regarding the retention of funds as outlined in Article 24 of the Lump Sum Contract document are reinstated stating that the Owner shall have sole discretion to approve or reject the Contractor's request to reduce the retainage percentage of Ten Percent (10%) after the Contractor has completed Fifty Percent (50%) of its Contract Work

ADD $ 1,200

ALTERNATE NO. 8
DELETED

ALTERNATE NO. 9
In the event that the Payment Application Period specified in Article 24 of the Lump Sum Contract is not revised from "one Calendar Month" to One Half of a Calendar Month" –

ADD $ 3,000

INITIAL HERE AK

RIDER "C"
ALTERNATES AND UNIT PRICES
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

March 12, 2010
(Revision #1)

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

ALTERNATE NO. 10
DELETED

ALTERNATE NO. 11
DELETED

ALTERNATE NO. 12A
In the event that the Contractor is directed to provide Signage Type G1 1 at the typical Tenant Elevator Lobbies

ADD $ 74,942

ALTERNATE NO. 12B
In the event that the Contractor is directed not to provide Signage Type G1 2 and G1 3 at the B2 Level, Ground, and 64th Level Elevator Lobbies

DEDUCT $ (15,003)

ALTERNATE NO. 13
In the event that this Contractor is directed to reduce the size of signage type A2 2 from 6'-8" high to 4'-8" high

DEDUCT $ (16,500)

ALTERNATE NO. 14
In the event that this Contractor is directed to delete the necessary temporary signs, as required by the NYC Department of Buildings, to procure a temporary Certificate of Occupancy for the project, as noted in Rider "A" – item B-28

DEDUCT $ (12,000)

ALTERNATE NO. 15
In the event that this Contractor is directed to furnish and install sign type A1 3 using a mechanical system instead of utilizing the specified adhesive system

DEDUCT $ N/A

ALTERNATE NO. 16
In the event this Contractor is directed not to furnish and install the Elevator Jamb Plate with Car Designation – Level Matrix - as shown on ASI 71R2, Pentagram Drawing "P2" and "P3" (quantities provided)

DEDUCT $ (16,033)

ALTERNATE NO. 17
In the event this contractor is directed not to furnish and install the Elevator Jamb Plate with Car Designation – Typical Tenant Level - as shown on ASI 71R2, Pentagram Drawing "P4" with a quantity of 459 sets of two plates

DEDUCT $ (39,996)

RIDER "C"
ALTERNATES AND UNIT PRICES
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

March 12, 2010
(Revision #1)

TRADE: **SIGNAGE (EXTERIOR & INTERIOR)**

UNIT PRICES

Sign Types:

A1 2 Exterior Building ID (Adhesive System)	$ 2,361 / letter
A1 2 Exterior Building ID (Mechanically Fastened)	$ N/A / letter
A1 3 Exterior Building ID (Adhesive System)	$ 2,356 / letter
A1 3 Exterior Building ID (Mechanically Fastened)	$ N/A / letter
A2 2 Elevator Bank ID	$ 11,123 / ea
A2 2 1 Elevator Bank ID	$ N/A / ea
A2 3 Elevator Bank ID	$ 1,685 / ea
A3 1 Transfer Floor Elevator ID	$ 91 / ea
A3 2 Elevator ID	$ 1,300 / ea
A3 3 Restaurant Elevators ID	$ 1,878 / ea
A3 4 ObDeck Shuttle Cars ID	$ 1,637 / ea
A3 5 ObDeck Shuttle Cars ID	$ 1,637 / ea
A3 6 ObDeck Shuttle Cars ID	$ 1,637 / ea
A3 7 Ob Deck Elevators ID	$ 2,408 / ea
A4 1 B2 Level Ob Deck Entrance ID	$ 1,740 / letter
A4 2 B2 Level Office Entrance ID	$ 1,647 / letter
A4 5 B2 Level Ob Deck Entrance Secondary ID	$ 214 / ea
A4 6 Safety Pattern	$ 214 / lf
A4 7 Handicap Access ID	$ 214 / ea
A10 1 Lobby Restaurant Elevator Lobby	$ 7,223 / ea
A10 2 Lobby Restaurant Elevator Lobby	$ 11,123 / ea
A11 1 LEED	$ N/A / ea
B1 1 Ext Directional Bollard	$ 5,136 / ea
B2 1 Int Wall-mounted Directional Bd - Type A	$ 3,563 / ea
B3 Int Wall-mounted Directional Bd - Type B	$ 4,045 / ea
E1 1 Int Wall-mounted Room ID	$ 61 / ea
H1 1 Toilets ID	$ 589 / ea
H1 2 Toilets ID	$ 59 / ea
G1 1 Elevators Emergency Egress	$ 202 / ea
G1 2 Elevators Emergency Egress	$ 915 / ea
G1 3 Elevators Emergency Egress	$ 808 / ea
S1 1 Stair ID	$ 80 / ea
S1 2 Stair ID	$ 59 / ea
S1 3 Stair ID	$ 96 / ea
S1 4 Stair ID	$ 161 / ea
"P3" – Elevator Jamb Plate with Car Designation – Level Matrix	$ 96 /ea
"P4" – Elevator Jamb Plate with Car Designation – Typ Tenant Level	$ 96 /ea
S1 2 Supplementary Re-Entry	$ N/A /ea
S1 2 Supplementary No Re-Entry	$ N/A /ea

INITIAL HERE AK

RIDER "D"
INSURANCE RIDER

**PROJECT: 1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK**

INSURANCE

The parties agree that the Project shall be insured as set forth in A - M below Notwithstanding the insurance to be provided in accordance with this article, 1 WTC may elect to provide an Owner Controlled Insurance Program (OCIP) The parties agree that if and when an OCIP is put in place by 1 WTC, the requirement of Contractor to provide "A" and "B" below shall no longer be in effect for on-site Work, however "A" and "B" shall continue to be provided for off-site activities The Contractor agrees to fully cooperate with 1 WTC and the Construction Manager in the development of the OCIP, and the terms of the OCIP, including, but not limited to

a) Cooperation with the OCIP Safety Program as developed in conjunction with the Construction Manager, 1 WTC, 1 WTC's Consultants and Insurance Carrier
b) Completing the required documentation, and causing all of Contractor's eligible Subcontractors to complete the required documentation including, but not limited to
   i) Enrollment Information
   ii) Payroll Information
   iii) Safety Program Information
c) Cooperating with any potential accident or claim investigations and any specific reporting requirements superseding those identified in A - M below
d) Provide 1 WTC and Construction Manager in Contractor's bid a deduct alternative for deduction coverages A and B below, and indicate the pro rata amount on a percent of completed work basis
e) Provide 1 WTC, Construction Manager or designated OCIP administrator with appropriate credits for the cost of insurance that will not be required to be provided as a result of coverage afforded under the OCIP by completing a Bid Deduction Worksheet specifically identifying the costs associated with Workers' Compensation, Commercial General Liability, Excess Liability and other coverages to be identified
f) Allowing 1 WTC, Construction Manager and OCIP administrator to audit Contractor's records to determine appropriate charges and credits for all insurance costs

Prior to commencement of any Work under this Contract and until all obligations under this Contract are fulfilled, the Contractor, and each and every Subcontractor of the Contractor, shall, each at its sole expense, maintain the following insurance on its own behalf, and furnish to 1 WTC and Construction Manager, Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" and/or "Subcontractor" as used in this insurance rider, shall mean and include Contractors and Subcontractors of every tier

A Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws Employer's Liability Insurance with Limit of Liability as required by New York State

The Contractor shall provide a copy of the "Employer's First Report of Injury" or its equivalent to Tishman Construction Corporation, 666 Fifth Avenue, New York, New York 10103, Attn Risk Management Department, within thirty (30) days of any injury or illness to any employee of the Contractor arising out of, or alleged to have arisen out of or during the course of Work performed on this Project Contractor shall cooperate by providing all reports mandated by the State of New York upon request

B Commercial General Liability (together with any excess liability or umbrella liability insurance coverage) with a combined Bodily Injury and Property Damage limit of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate The general aggregate must be applicable on a per project basis Coverage must include the following:

1 Contractual Liability for liability assumed under this Contract and all other contracts relative to the Project
   a Delete contractual exclusion, or any other policy exclusions, for Work done within 50 Feet of a Railroad, Lightrail, subway or similar tracked conveyance
   b Should Contractor be unable to obtain endorsement deleting Contractual (or other)

INITIAL HERE AK

exclusion pertaining to work within 50 Feet of a Railroad, then Contractor shall be required to provide Railroad Protective Liability Insurance (RPLI) as follows

1) Named Insured The Port Authority of New York & New Jersey and Port Authority Trans Hudson (PATH)
2) Limits of Liability At least Two Million ($2,000,000) Dollars per occurrence, with an aggregate of at least Six Million ($6,000,000) Dollars
3) Policy to include all Work performed by the Contractor and their subcontractors of any and all tiers.

2 Completed Operations/Products Liability with three (3) year extension beyond completion and acceptance of the Project

3 Broad Form Property Damage

4 "XC&U" Perils Covered, where applicable

5 Personal Injury Liability (A, B & C) and Advertising Injury Coverage

6. Independent Contractors

7 Additional Interest/Insured Endorsement (CG2010 November 1985 version, or its equivalent) must be furnished reflecting the inclusion of the interests of those parties listed on Schedule 1 hereto, together with their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated and subsidiary companies, corporations, and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other indemnities named in the Contract as Additional Insureds The endorsement must specifically include Completed Operations coverage for the Additional Insureds

8 Unless otherwise agreed by 1 WTC, the liability policy(ies) shall be specifically endorsed "The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Authority, the immunity of the Authority, its Commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority."

9 Coverage is to be endorsed to reflect that the insurance provided is to be primary and non-contributory for the Contractor, WTC Redevelopment LLC, 1 WTC, Construction Manager, Silverstein Freedom Tower Development LLC and all other Additional Insureds named in Schedule 1

10 Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to 1 WTC and Construction Manager, and shall have an A M Best Rating of A - X or better

11 A copy of the policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Construction Manager

C Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with a combined Bodily Injury and Property Damage Limit together with any excess liability or umbrella liability insurance coverage of at least Five Million ($5,000,000) Dollars Automobile Insurance must include all Additional Insureds and be scheduled as primary on the Umbrella policy

a Coverage is to be endorsed to reflect that the insurance provided is to be primary and non-contributory for the Contractor, WTC Redevelopment LLC, Tishman Construction Corporation and all other Additional Insureds and indemnities named in the Contract

D Commercial Professional Liability Insurance (CPLI) covering the design and engineering services required by Contract of at least Five Million ($5,000,000) Dollars

E Where an Off Project Site property exposure exists, the Contractor at its sole expense shall furnish to 1 WTC and Construction Manager, Certificates of Insurance and other required documentation evidencing "All Risk" Property Damage Insurance for the replacement value of said property and which shall provide for those entities listed on Schedule 1 to each be a Loss Payee as its interest shall appear, and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all Additional Insureds and indemnities named in the Contract

F The above insurance shall each contain the following wording verbatim and provide an endorsement on the insurance certificate

"1 WTC and Construction Manager are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days' advance written notice to 1 World Trade Center, LLC, having an office c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York, 12th Floor, 10003, Attn Winson Fung, and Tishman Construction Corporation, 666 Fifth Avenue, New York, New York 10103, Attn Risk Management Department, by certified mail-returned receipt requested "

G The amount of insurance contained in aforementioned insurance coverages, shall not be construed to be a limitation of liability on the part of the Contractor or any of its Subcontractors, and the carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under the Contract

H The Contractors shall file certificates of insurance prior to the commencement of Work and with 1 WTC and Construction Manager which shall be subject to 1 WTC's and Construction Manager's approval of adequacy of protection and the satisfactory character of the Insurer

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, 1 WTC and/or Construction Manager shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to 1 WTC and/or Construction Manager immediately upon presentation of a bill

I The Contractors and Subcontractors performing Work or services in connection with the Project shall maintain "All Risk" Property Insurance for Temporary Structures and Contractor's Tools and Equipment at the site until completion of their Work Coverage is to be provided on a replacement cost basis including the perils of Flood, Earthquake and Terrorism (TRIA) and which shall provide for those entities listed on Schedule 1 to each be a Loss Payee as its interest shall appear, and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Additional Insureds listed in Schedule 1 below

J Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense

K Subrogation

a Any policies effected by the Contractor on its owned and/or rented equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against WTC Redevelopment LLC, World Trade Center Properties, LLC, the Authority, 1 WTC, Construction Manager, Silverstein Freedom Tower Development LLC and all other Additional Insureds and indemnities named in the Contract

b Workers' Compensation policy and all liability policies except Commercial Professional Liability Insurance (D) shall contain a provision requiring the insurance carriers to waive their rights of subrogation against WTC Redevelopment LLC, World Trade Center Properties, LLC, the Authority, 1 WTC, Construction Manager,

Silverstein Freedom Tower Development LLC and all other Additional Insureds and indemnities named in the Contract

L Should the Contractor engage a Subcontractor, the same conditions will apply under this Contract to each Subcontractor, however, the Subcontractor shall be required to maintain limits of liability of not less than Five (5) Million Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the Contractor

M Within five (5) days after the award of this Contract and prior to the start of Work, the Contractor must submit an original Certificate of Insurance to the Authority, 1 WTC and the Construction Manager at the location where the Work will take place This Certificate of Insurance MUST show evidence of the above insurance policy or policies, stating the agreement/contract number prior to the start of Work Upon request by the Authority, 1 WTC or the Construction Manager the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums

Schedule 1 - Additional Insureds:

a) The Port Authority of New York and New Jersey

b) WTC Retail LLC

c) 1 World Trade Center LLC

d) The Port Authority Trans-Hudson Corporation

e) STV Construction, Inc

f) NYS Department of Transportation

g) Tishman Construction Corporation

h) Tishman Realty & Construction Co , Inc

i) Tishman Construction Corporation of New York

j) Silverstein Freedom Tower Development LLC, and its Affiliates

k) 2 World Trade Center LLC

l) 3 World Trade Center LLC

m) 4 World Trade Center LLC

n) World Trade Center Properties LLC

o) 1 WTC Holdings LLC

p) 2 WTC Holdings LLC

q) 3 WTC Holdings LLC

r) 4 WTC Holdings LLC

s) Silverstein Properties, Inc

t) Silverstein East WTC Facility Manager LLC

u) WTC Redevelopment LLC

v) Silverstein WTC Mgmt Co LLC

w) Silverstein WTC Mgmt Co II LLC

x) Silverstein WTC Properties LLC

y) Silverstein WTC LLC

z) Silverstein 2/3/4 WTC Redevelopment LLC

aa) Spring World Inc

bb) Spring WTC Holdings Inc

cc) WTC Investors LLC

dd) Net Lessees' Association of the World Trade Center

ee) WTC Management and Development LLC

ff) Silverstein WTC Management and Development LLC

gg) WTC Investors Management and Development LLC

hh) Larry A Silverstein

ii) The City of New York

jj) The Lower Manhattan Development Corporation

kk) The World Trade Center Memorial Foundation

ll) Metropolitan Transit Authority

The term "Affiliate" means, as applied to any Person, any other Person or other business entity which is and continues to be Controlled By, or which Controls, or which is Under Common Control With or which is Controlled By an Entity which Controls, or into or with which the Entity is merged or consolidated if an assignment or other transfer is required in connection with such merger or consolidation with, that Person The term "Control" means the power to direct or cause the direction of the business decisions of a Person, whether through the ownership of voting securities or by contract or otherwise (it being understood that the right of an owner of equity in a Person to make or veto major decisions shall not constitute such power to direct or cause the direction of the business decisions of such Person as would prevent another equity owner to have Control of such Person as contemplated by this definition), and the terms "Controlled By", "Controls", and "Under Common Control With" shall have the meanings correlative to the foregoing

The term "Entity" means any individual, partnership, limited liability company, corporation, trust or other entity

The term "Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, and any federal, state, county or municipal government or any political subdivision, bureau, department, authority or agency thereof

INITIAL HERE AK

RIDER "DX"
OWNER CONTROLLED INSURANCE PROGRAM
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

May 18, 2007

1. Owner Controlled Insurance Program.

1.1 Overview. 1 WTC has arranged an Owner Controlled Insurance Program ("OCIP") with Aon Risk Services, Inc. of New York ("Aon"), effective as of March 31, 2007. The OCIP is more fully described in the Insurance Guide for Contractors ("Insurance Guide"). The Insurance Guide, which shall be furnished upon request to all Enrolled Parties (defined below), is not a Contract document. Contractors performing Work at the Project site are eligible to and shall apply for enrollment in the OCIP unless they are an Excluded Party (defined below). The OCIP will provide to Enrolled Parties (as defined below) the following insurance coverage: Workers' Compensation, Commercial General Liability Insurance, Builders' Risk, Contractors Pollution Liability, and Terrorism/Excess Liability Insurance as summarily described in the Insurance Guide, in connection with the performance of the Work ("OCIP Coverages").

1.2 Enrolled Parties and Their Insurance Obligations.

(a) OCIP Coverages shall cover Enrolled Parties (defined below). Enrolled Parties are:

(i) 1 WTC, the Authority, and other affiliated entities;

(ii) Construction Manager;

(iii) eligible Contractors, eligible Subcontractors of any tier, and eligible Subconsultants of any tier, who are approved by 1 WTC, Construction Manager, and Aon for purposes of inclusion in the OCIP; and

(iv) such other persons or entities as 1 WTC, Construction Manager, and Aon may designate.

Each such party in items (i) through (iv) above who is actually enrolled in and insured under the OCIP is referred to individually as an "Enrolled Party" and collectively as "Enrolled Parties."

INITIAL HERE AK

(b) Enrolled Parties, excluding those entities listed in Section 1 2(a)(i) above, shall obtain and maintain, at their own expense, and shall require each of their Subcontractors of any tier to obtain and maintain at each such Subcontractor's own expense, the insurance coverages specified in (i) Rider D, items C, D, and E thereof, and (ii) Rider D, items A and B thereof, for off-site activities and for operations and risks not otherwise provided by the OCIP (collectively, items (i) and (ii) are referred to as "Supplemental Insurance Policies").

1.3 Excluded Parties and Their Insurance Obligations.

(a) The OCIP does not cover those parties who are not Enrolled Parties ("Excluded Parties").

(b) Excluded Parties shall obtain and maintain, and shall require each of their Subcontractors of any tier to obtain and maintain, insurance coverages as specified in Rider D, including Paragraphs A and B thereof, and as set forth in the Insurance Guide with respect to non-Enrolled Parties.

1.4 OCIP Insurance Policies Establish OCIP Coverages. The OCIP Coverages and exclusions summarized in the Insurance Guide and in the Contract documents are set forth in full in the respective insurance policy forms with respect to the OCIP Coverages. The summary descriptions of the OCIP Coverages in this Exhibit DX or the Insurance Guide are not intended to be complete or to alter or amend any provision of the actual OCIP Coverages. In the event any provision of this Exhibit DX, other Contract documents, or the Insurance Guide conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern. The OCIP insurance policies may be reviewed by Construction Manager or any Contractor at the office of 1 World Trade Center LLC, c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York.

1.5 Summary of OCIP Coverages. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not apply to ineligible parties, even if erroneously enrolled in the OCIP (such parties shall be deemed Excluded Parties). An Enrolled Party's operations away from or off of the Project site, including its regularly established main or branch office, factory, warehouse, or other property, or product manufacturing, assembling, or otherwise, shall not be covered. A summary of OCIP Coverages is attached hereto and incorporated herein as Attachment DX-1.

1.6 Evidence of Coverages.

(a) Contractor shall furnish evidence satisfactory to 1 WTC of all insurance coverages required of Contractor pursuant to this Rider DX.

(b) The obligation to procure and maintain any insurance required by the Contract documents is a separate responsibility of Contractor and independent of the duty to furnish evidence of insurance. By furnishing evidence of insurance, Contractor represents and warrants to 1 WTC that the limits and scope of coverage of such insurance comply in all respects with the requirements of the Contract documents and that the required limits, as of the date that such evidence of insurance is delivered to the 1 WTC, are unimpaired: (i) by any payments made, or reasonably expected to be made, by the insurer, or (ii) by any amounts reserved for pending claims or anticipated expenses.

(c) Receipt or review by 1 WTC or Aon of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance or to object to any portion of such insurance that does not comply with the requirements of this Exhibit DX, other Contract documents, or the Insurance Guide, shall not be deemed a waiver by 1 WTC or Aon of any such requirements and shall not relieve Contractor of any obligation to comply with the insurance provisions of the Contract documents.

1.7 1 WTC's Insurance Obligations. 1 WTC shall pay the premiums for the OCIP Coverages. 1 WTC will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Contractor, and each of their Subcontractors, hereby assign to 1 WTC the right to receive all such adjustments. 1 WTC assumes no obligation to provide insurance other than that provided in the OCIP. 1 WTC's furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, Construction Manager or Contractor, or any of their Subcontractors of any tier, from any responsibility, liability, or obligation imposed by Riders D and DX, other Contract documents, the Insurance Guide, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligation that Construction Manager or Contractor, or any of their Subcontractors of any tier, has to 1 WTC thereunder. 1 WTC reserves the right at its option, without obligation to do so, to modify terms and conditions of insurance policies, change insurers, or make other changes in the OCIP, provided that the limits and scope of coverage provided is not materially and adversely affected.

1.8 Enrolled Parties Responsibilities – Insurance Costs.

(a) Each Enrolled Party shall identify to 1 WTC the amount of the credit that resulted from excluding coverage provided by the OCIP when calculating the Lump Sum or contract price for such Enrolled Party's Work.

(b) Each Enrolled Party is responsible to enroll all of its eligible Subcontractors of any tier in the OCIP. If an Enrolled Party fails to enforce the enrollment of any of its eligible Subcontractors of any tier, then the Enrolled Party shall be financially responsible to 1 WTC for the amount of the credit that would have resulted had any such Subcontractor been enrolled in the OCIP and for any liability arising out of or resulting from the acts or omissions of any such Subcontractor not enrolled in the OCIP. Construction Manager will not permit any Contractor or Subcontractor of any tier to access, or perform Work on, the construction site unless such Contractor or Subcontractor provides Construction Manager with the proper Certificates of Insurance evidencing the required insurance and effective date of coverage in accordance with Exhibit D and, to the extent such Contractor or Subcontractor is to be enrolled into the OCIP, until such time as enrollment is effective.

(c) If the Enrolled Party carries a deductible, or self-insured retention, under any of its Supplemental Insurance Policies, then the following information may be required:

(1) Three (3) years of currently valued loss history for all entities that retain losses. Paid, outstanding, and total incurred losses must be evidenced by policy period;

(2) Three (3) years of payroll history for all entities; and

(3) Any other information required by 1 WTC or Aon.

(d) Costs for insurance coverage maintained by the Enrolled Parties that are redundant of the OCIP shall not be reimbursable. All change orders or Extra Work Orders will be submitted net of insurance, and labor rates will be reduced to reflect the insurance reduction.

(e) If any Enrolled Party does not provide Aon with information sufficient to allow verification of the applicable insurance cost, Aon may independently calculate enrollment insurance costs based on undiscounted, manual, or program rates at its sole discretion.

1.9 Contractor's OCIP Obligations.

(a) Contractor shall:

(1) Incorporate the terms of this Exhibit DX and Exhibit D in all contracts and subcontracts of any tier with respect to the Project.

(2) Enroll itself (unless 1 WTC or Aon directs otherwise), in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the

OCIP until a notice of final completion of Work has been issued by 1 WTC, and (i) ensure that all of its eligible Subcontractors of any tier enroll in the OCIP within five (5) days of subcontracting and prior to the commencement of any Work at the Project site by each such Subcontractor, and maintain enrollment in the OCIP until a notice of final completion of work has been issued by 1 WTC.

(3) Comply with all of the administrative, safety, insurance, and other requirements outlined in this Exhibit DX, elsewhere in the Contract documents, the Insurance Guide, or the OCIP insurance policies.

(4) Provide each of its Subcontractors of any tier with a copy of the Insurance Guide and ensure the compliance of each such Subcontractor with the provisions of Exhibits D and DX, the other Contract documents, the OCIP insurance policies, and the Insurance Guide. The failure of (a) 1 WTC to include the Insurance Guide in the Bid Proposal documents or (b) Construction Manager or Contractor to provide each of their eligible Subcontractors of any tier with a copy of same, shall not relieve Construction Manager or Contractor, or any of their Subcontractors of any tier, from any of the obligations contained therein.

(5) Acknowledge, and require all of its Subcontractors of any tier to acknowledge, in writing, that 1 WTC and Aon are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer") and that 1 WTC is not responsible for any claim or dispute between or among Contractor, its Subcontractors of any tier, and any OCIP Insurer. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that Contractor or any Subcontractor of any tier requires for its or their own protection, or that is required by applicable laws, statutes, ordinances, codes, rules or regulations, or by any public authority, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to 1 WTC.

(6) Cooperate fully with Aon and the OCIP Insurers, as applicable, in its or their administration of the OCIP.

(7) Provide all documents or information within five (5) business days of 1 WTC's or Aon's request. Such information may include, but not be limited to, written and/or electronic payroll records as required by the Workers' Compensation insurance carrier, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as 1 WTC, Aon, or OCIP Insurers may request in the administration of the OCIP, or as required by the Insurance Guide.

(b) Contractor's failure to procure or maintain the insurance required by Rider D, or, if an Enrolled Party, the Supplemental Insurance Policies, and to assure that all of its Subcontractors of any tier procure and maintain such required insurance during the entire term of the Agreement, and as otherwise required, shall constitute a material breach of this Agreement for which 1 WTC immediately may suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect 1 WTC's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid together with interest thereon from the date paid by 1 WTC until the date paid by Contractor or Subcontractors of every tier.

1.10 Contractor's and Construction Manager's Representations and Warranties to 1 WTC. Contractor represents and warrants to 1 WTC on behalf of itself and its Subcontractors of any tier with respect to items (a), (b), (c), and (e); and Construction Manager represents and warrants to 1 WTC on behalf of itself and its Subconsultants of any tier with respect to items (a), (b), and (e) below; and Construction Manager represents and warrants to 1 WTC with respect to item (d) below:

That all information it submits to 1 WTC, Aon, or (in the case of the Contractor) the Construction Manager shall be accurate and complete.

(a) That Contractor or Construction Manager, as the case may be, on behalf of itself and its Subcontractors or Subconsultants of any tier, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies, which are available for review in accordance with Section 10.4 of this Exhibit DX. Any reference or summary in the Contract or Agreement, in this Exhibit DX, in any other Contract document or Contract Document, or in the Insurance Guide as to amount, nature, type, or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors of any tier or, in the case of Construction Manager, Construction Manager and its Subconsultants of any tier, have not relied upon said reference or summary but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type, or extent of the OCIP Coverages and/or the potential applicability of the OCIP Coverages to any potential claim or loss.

(b) That Contractor identified in its Bid Proposal the amount of the credit that resulted from excluding insurance coverage provided by the OCIP when calculating the Lump Sum or contract price for such Contractor's Work; and that such amount was not included in its Bid Proposal for the Work, or the applicable Lump Sum or contract price, and will not be included in any change order, Extra Work Order, or any request for payment for the Work or Extra Work.

(c) That Construction Manager shall confirm with respect to each Contract awarded, that prior to the effective date of the respective Contract the alternate deduct amount for any credit resulting from excluding insurance coverage provided by

the OCIP is provided to 1 WTC; provided, however, if a Contract was or is awarded without OCIP coverage, then no credit results and confirmation is not required.

(d) That 1 WTC shall not pay or compensate, and shall have no obligation to pay or compensate, Contractor or any Subcontractor of any tier, or Construction Manager or any Subconsultant of any tier, in any manner, for Costs of OCIP Coverages. The "Costs of OCIP Coverages" is defined as the amount of Contractor's and its Subcontractors' of any tier, or, in the case of Construction Manager, Construction Manager's and its Subconsultants' of any tier, reduction in insurance costs due to eligibility for OCIP Coverages as determined by information available to 1 WTC and/or Aon regarding the costs of similar coverages taking into account limits of liability, coverages, and rating of the insurer.

1.11 Audits. Contractor agrees that for a period of seven (7) years following Substantial Completion of the entire Work, 1 WTC, Aon, and/or any OCIP Insurer may audit Contractor's or any of its Subcontractor's (of any tier) payroll records, books, and records, insurance coverages, insurance cost information, or any other information that Contractor provides to 1 WTC, Aon, or the OCIP Insurers to confirm their accuracy and to assure that Costs of OCIP Coverages are not included in any payment for the Work.

1.12 1 WTC's Election to Modify or Discontinue OCIP. 1 WTC, for any reason, may modify the OCIP Coverages, discontinue the OCIP, or request that Contractor or any of its Subcontractors of any tier withdraw from the OCIP, upon thirty (30) days' written notice. Upon such notice, Contractor and/or one or more of its Subcontractors of any tier, as specified by 1 WTC in such notice, shall obtain and thereafter maintain at 1 WTC's expense, not to exceed the applicable Costs of OCIP Coverages as determined by 1 WTC (or a portion thereof as specified by 1 WTC), all (or a portion thereof as specified by 1 WTC) of the OCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to 1 WTC's approval to the extent such cost does not exceed the applicable Enrolled Party's credit for the OCIP coverage. If the cost does exceed such Enrolled Party's credit for the OCIP coverage, then 1 WTC and the Enrolled Party shall jointly approve the form, content, insurer, limits of liability, and such excess cost.

1.13 Withhold of Payments. To the fullest extent permitted by law, 1 WTC may withhold from any payment owing to Contractor the Costs of OCIP Coverages if included in a request for payment from Contractor. In the event a 1 WTC audit of Contractor's (or a Subcontractor's of any tier) records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract documents to be provided by Contractor to 1 WTC, Aon, or Construction Manager, or reveals the inclusion of Costs of OCIP Coverages in any payment for the Work, 1 WTC shall have the right to full deduction from the contract price of all such Costs of OCIP Coverages In the event Contractor (or a Subcontractor of any tier)

underreports, misclassifies, or misrepresents in any requisition for funds or in other reports, any labor cost incurred, then the Contractor and Subcontractor of any tier shall be liable for the costs of the audit, which shall include but not are limited to the fees of Aon, and of the attorneys and accountants conducting the audit and review. If the Contractor, or its Subcontractors of any tier, fail to timely comply with the provisions of this Exhibit DX or the requirements of the Insurance Guide, 1 WTC may withhold any payment due such party until such time as they have performed the requirements of this Exhibit DX. Such withholding by 1 WTC shall not be deemed to be a default hereunder.

1.14 Safety. Contractor shall be solely responsible for safety pertaining to its Work. Contractor shall comply with the written program referred to in the Insurance Guide as well as all local, state and federal safety standards.

2. Commencing Work. Contractor and its Subcontractors of any tier cannot commence performance of the Work until all of the insurance requirements have been met.

3. Compliance by Construction Manager. Unless directed or excepted otherwise by 1 WTC, Construction Manager shall comply, and shall cause its Subconsultants of any tier to comply, with all of the provisions set forth in this Rider DX in the same manner as Contractor, and its Subcontractors of any tier, are obligated to comply; and 1 WTC shall have the same rights with respect to Construction Manager and its Subconsultants of any tier as 1 WTC has with respect to Contractor and its Subcontractors of any tier.

4. Definitions. Each initial-capped term used but not defined in this Exhibit DX shall have the meaning set forth in the Contract. Such terms include, without limitation, 1 WTC, Authority, Bid Proposal, Construction Manager, Contractor, Contract, Extra Work, Extra Work Order, Project, Subconsultant, Subcontractor, and Work.

May 18, 2007

Attachment DX-1

Summary of OCIP Coverages

May 18, 2007

ATTACHMENT DX-1

SUMMARY OF OCIP COVERAGES

Below is a summary of the OCIP Coverages. The OCIP Coverages apply ONLY to the operations of each Enrolled Party at the Project construction site as provided for in the Contract. It does NOT apply to the off-site operations of any Contractor or Subcontractor of any tier, including but not limited to, operations at their regularly established main or branch office, factory, warehouse or other property.

The limits stated below constitute the combined limits for both the Project and a second project referred to as the "Memorial Complex"; the Memorial Complex generally consists of the construction of two reflecting pools, a museum referred to as the Memorial Museum, a facility referred to as the Visitors Orientation and Education Center (VOEC), and a plaza and the redevelopment of approximately eight acres of land, referred to as the Memorial Plaza and Redevelopment (collectively, the term "Combined Project" shall mean the Project and the Memorial Complex project).

Neither the Contractor nor a Subcontractor of any tier shall be responsible for the payment of any deductible under the OCIP.

A. Workers' Compensation

A separate standard NYS Workers' Compensation policy will be issued to each Contractor or Subcontractor of any tier performing work at the Project construction site. Coverage will include:

1. Workers' Compensation, including Occupational Disease, and
2. Employers' Liability, subject to the laws of New York State;
3. U.S. Longshore and Harbor Workers' Act, Federal Employers' Liability Act, and Maritime Endorsement, as applicable.

NOTE: Workers' Compensation coverage is not provided for certain types of work performed (e g , asbestos abatement or electrical work). However, it is the responsibility of the Contractor and Subcontractor of any tier to comply with NYS Workers' Compensation law by providing their own coverage for their workers. Please contact the Construction Manager for clarification.

ATTACHMENT DX-1 - SUMMARY OF OCIP COVERAGES – continued

B. Commercial General Liability Insurance

The OCIP will provide Commercial General Liability Insurance to each Contractor and Subcontractor of any tier, as follows:

1. Primary $2,000,000 Combined Single Limit (CGL) each one occurrence.

2. $498,000,000 each occurrence in excess of the $2,000,000 primary limit.

3. Losses insured under the Commercial General Liability and Excess Liability policies may be subject to certain annual, or period, aggregation of limits of liability as more fully described in the insurance policy documents.

4. General Liability and Excess Liability policies include the following coverages and provisions:
   - Bodily Injury and Property Damage Liability
   - Completed Operations extended for three (3) years from the date of termination of the Insurance Policy or completion of the Contract, whichever comes first. "Completed Operations Liability", means liability for "Bodily Injury" and/or "Property Damage" arising out of the "Insured's" operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the "Bodily Injury" and /or "Property Damage" happens after such operations have been completed or abandoned and happens away from the premises owned by or rented to any "Insured" (other than those premises owned or operated by the named "Insured")
   - Personal Injury Liability
   - **Cross Liability in respect to Bodily Injury claims**
   - Incidental Malpractice Liability
   - Advertising Liability

   - EXCLUSIONS include, but are not limited to:

     - Aircraft Liability
     - Asbestos/Environmental
     - Automobile Liability and Physical Damage
     - Intentional acts
     - Pollution
     - Professional Liability

ATTACHMENT DX-1 - SUMMARY OF OCIP COVERAGES – continued

- Property in Insured's Care, Custody and Control
- Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electro-magnetic Weapons
- Watercraft Liability
- War

C. Builder's Risk Insurance

Builder's Risk Insurance coverages are as follows for the period April 30, 2007 to December 31, 2011.

1. Limits - $1,000,000,000 per occurrence for the Combined Project (subject to a $50,000,000 annual aggregate for Flood and Earthquake damage and $250,000,000 per occurrence as respects Windstorm). The following sublimits of coverage also apply:
   a $10,000,000 per any one location as respects Offisite Storage
   b. $10,000,000 per any one conveyance as respects Property in Transit
   c. $10,000,000 per any on occurrence as respects Expediting Expense
   d. $5,000,000 per any once occurrence as respects Contractors Extra Expense
   e $1,000,000 per any one occurrence as respects Trees, Shrubs, Plants and Landscapring
   f. $5,000,000 per any one occurrence and in the annual aggregate as respects Pollution Cleanup and Removal.
   g. $1,000,000 per any one occurrence as respects Plans, Blueprints, and Drawings.
   h. $5,000,000 per any one occurrence as respects Fire Brigade Charges/Extinguishing Expenses
   i. 25% of the amount of loss or damage as respects Debris Removal nor more than $50,000,000.
   j. $50,000,000 per any one occurrence as respects Law or Ordinance, Demolition and Increased Cost of Construction.

2. OCIP Coverages include, but are not limited to:

   All property to be used in or incidental to the Project, including property in the Enrolled Party's custody, property in which the Enrolled Party has an insurable interest, property for which the Enrolled Party is liable, including but not limited to:

ATTACHMENT DX-1 - SUMMARY OF OCIP COVERAGES – continued

- Builders Risk
- Debris removal
- Demolition and increased cost of construction
- EDP equipment and media and extra expense
- Expediting expense
- Extra expense
- Fire brigade charges and extinguishing expenses
- Materials
- Off-site
- Partial payment of loss
- Permission to occupy
- Plans, blueprints, drawing, renderings, etc.
- Pollutant clean-up (covered perils)
- Professional fees
- Removal charges
- Resulting damage from error in design, faulty workmanship, or faulty material recovered
- Temporary works
- Testing
- Transit including shipments on inland or coastal waters, excluding ocean
- Valuable papers and records
- Waiver of Subrogation, if in writing

And as more fully described in the Lexington Manuscript Completed Value Builders Risk policy form.

3. The policies contain various EXCLUSIONS, including but not limited to:

- Aircraft
- Automobiles
- Contents/Personal Property
- Contractor's (or Subcontractor's of any tier) Equipment
- Cranes (not to become permanently fixed, but used as a part of contract)
- Machinery, Contractor's (or Subcontractor's of any tier) machinery, tools, temporary structures, and equipment <u>not</u> destined to become a permanent part of a building or structure
- Soft Costs
- Watercraft

ATTACHMENT DX-1 - SUMMARY OF OCIP COVERAGES – continued

And as more fully described in the Lexington Manuscript Completed Value Builders Risk policy form.

D. Contractors Pollution Liability

Contractors Pollution Liability coverage is as follows:

1. Limits - $100,000,000 each loss for the Combined Project, with a $100,000,000 policy aggregate.

2. Sub-limit - $10,000,000 Microbial Matter.

3. Bodily injury, property damage, or environmental damage caused by pollution conditions resulting from covered operations (the project work) only, and must be unexpected and unintended from the standpoint of the Insured.

4. The bodily injury, property damage, or environmental damage must occur during the policy period.

E. Terrorism

1 Limits - $500,000,000

Coverage – Based upon the Terrorism Risk Insurance Act of 2002 and the Terrorism Risk Insurance Extension Act of 2005.

Coverage includes acts considered "certified" and "non-certified" acts of terrorism.

INITIAL HERE A-K

RIDER "E"
[INTENTIONALLY DELETED]
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

THIS PAGE IS INTENTIONALLY BLANK

INITIAL HERE
AC

RIDER "F"

Non-Disclosure and Confidentiality Agreement

1 World Trade Center, "The Freedom Tower"
New York, New York

INITIAL HERE
AK

The Port Authority of New York & New Jersey

Information Security Handbook

OCTOBER 15, 2008

TABLE OF CONTENTS

Page

INTRODUCTION 1

CHAPTER 1

PORT AUTHORITY INFORMATION SECURITY ORGANIZATIONAL STRUCTURE 2

CHAPTER 2

CATEGORIZATION OF INFORMATION 4

2.1 DEFINITIONS 4

2.2 GENERAL PROCESS FOR CATEGORIZATION 5

2.3 TRAINING AND INFORMATION REVIEW 6

2.4 REMOVAL OF CATEGORY DESIGNATION 7

CHAPTER 3

INFORMATION ACCESS 8

3.1 APPLICABILITY 8

3.2 GENERAL CRITERIA 8

3.3 INFORMATION ACCESS CONTROLS 9

3.4 ACCESS DISQUALIFICATION 10

3.5 NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS (NDAs) 11

3.6 UNAUTHORIZED DISCLOSURE OF INFORMATION 11

3.7 SECURITY CLEARANCE AND ACCESS PROHIBITIONS 11

3.8 BACKGROUND SCREENING 12

3.9 AUTHORIZED PERSONNEL CLEARANCE LIST 12

3.10 DEVELOPMENT OF CONFIDENTIAL INFORMATION PRACTICES AND PROCEDURES (CIPP) 12

3.11 PROCUREMENT STRATEGIES 13

CHAPTER 4

MARKING, HANDLING, STORAGE, TRANSMITTAL AND DESTRUCTION REQUIREMENTS 16

4.1 MARKING OF CONFIDENTIAL INFORMATION 16

4.2 HANDLING CONFIDENTIAL INFORMATION 18

4.3 TRANSMITTAL OF CONFIDENTIAL INFORMATION 18

4.4 STORAGE OF CONFIDENTIAL INFORMATION 21

4.5 DOCUMENT ACCOUNTABILITY LOG 21

4.6 REPRODUCTION 22

4.7 DESTRUCTION OF CONFIDENTIAL INFORMATION 24

CHAPTER 5

AUDITING AND MONITORING 24

5.1 PURPOSE 24

5.2 AUDITS AND INVESTIGATIONS 24

5.3 SELF-ASSESSMENT 25

CHAPTER 6

POLICY VIOLATIONS AND CONSEQUENCES 26

6.1 RESPONSIBILITIES 26

6.2 VIOLATIONS, INFRACTIONS, OR BREACH OF INFORMATION SECURITY PROTOCOLS 26

6.3 VIOLATION REPORTING, INVESTIGATION AND FACT FINDING 26

6.4 DISCIPLINARY ACTION 26

CHAPTER 7

INFORMATION SECURITY EDUCATION AND AWARENESS TRAINING 29

7.1 PURPOSE 29

7.2 OVERVIEW 29

7.3 TRAINING PROGRAM ELEMENTS 29

APPENDICES OF HANDBOOK

A – NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS

A-1: Non-Disclosure And Confidentiality Agreements with reference to Handbook

A-2: Non-Disclosure And Confidentiality Agreements without reference to Handbook

A-3: Employee Non-Disclosure And Confidentiality Agreement

B – INSTRUCTIONS ON NON-DISCLOSURE AND MAINTENANCE OF CONFIDENTIALITY OF PORT AUTHORITY CONFIDENTIAL INFORMATION

C – CRIMINAL HISTORY BACKGROUND SCREENING SPECIFICATIONS

D – THE SECURE WORKER ACCESS CONSORTIUM

E – COVERSHEET FOR CONFIDENTIAL PRIVILEGED INFORMATION

F – TRANSMITTAL RECEIPT

G –GUIDELINES FOR THE STORAGE OF CONFIDENTIAL INFORMATION

H – GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF CONFIDENTIAL INFORMATION

I - AUDIT PROCEDURES

INTRODUCTION

This *Port Authority of N Y & N J Information Security Handbook* ("Handbook") establishes guidelines and uniform processes and procedures for the identification, handling, receipt, tracking, care, storage and destruction of Confidential Information (as hereinafter defined) pursuant to The Port Authority of New York and New Jersey Information Security Policy (the "Policy") This Handbook is intended to be the implementation guideline for that policy It is also intended to complement the Port Authority Freedom Information Policy (FOI), inasmuch as it further defines certain information that may be exempt from release under FOI The guidelines contained in this Handbook are not intended to, in any way, be in derogation of the FOI policy, which was adopted by the Committee of Operations in a Resolution, dated August 13, 1992

This Handbook prescribes requirements and other safeguards that are needed in order to prevent unauthorized disclosure of Confidential Information and to control authorized disclosure and distribution of designated sensitive information, when it is released by The Port Authority of New York and New Jersey (the "Port Authority") either internally or externally A major underlying principle, on which the Handbook is premised, is that there is a limited universe of sensitive information to which it applies There is the expectation that prudent, informed and circumscribed judgments will be made by those staff members charged with the responsibility of identifying and properly designating sensitive information, as is provided for in this Handbook. In this regard, adherence to the Handbook's requirements will help ensure that the necessary care will be constantly and consistently undertaken in order to ensure that misdesignation, or "over marking", of information will be avoided Another important principle of the Handbook is that access to properly designated sensitive information is premised on a strict "need to know" basis It is the establishment of this "need to know" that is the essential prerequisite for being granted access privileges It must be emphasized that possession of a federal security clearance or other access rights and/or privileges to sensitive information does not *per se* establish a "need to know" for purposes of obtaining access to discrete sensitive Port Authority information This principle is equally applicable to the Port Authority and its internal staff as it is to third party individuals and entities, which are given access privileges to sensitive Port Authority information

The procedures and processes described in this Handbook are intended to apply prospectively to all sensitive materials presently in use within the agency Any retrospective application of the procedures and processes contained in this Handbook should be undertaken on a case-by-case basis under the direction of the Corporate Information Security Officer in consultation with the Law Department and with the concurrence of the Corporate Security Officer

This Handbook will be amended and updated from time to time as may be appropriate When appropriate, each Port Authority department, office and/or business unit, as well as contractors/consultants, should create a "Confidential Information Practices and Procedures" ("CIPP") document with additional guidelines for their respective businesses This will assist staff, and third parties working with the Port Authority, in carrying out the requirements of this Handbook A CIPP should augment, but may not deviate from, the requirements of this Handbook The procedures, safeguards and requirements of this Handbook fully apply to all subsidiaries of the Port Authority that deal with, or create, Confidential Information Whenever the term Port Authority is referenced in this Handbook, it should be understood to include and/or cover its subsidiary entities

<u>The Port Authority expressly reserves the right to reject any information designation and/or to remove/add any and all markings on information that is not consistent with this Handbook</u>

CHAPTER 1 - PORT AUTHORITY INFORMATION SECURITY ORGANIZATIONAL STRUCTURE

The Port Authority organizational structure for information security is as follows

Corporate Security Officer (CSO) – is responsible for the implementation of Port Authority policy on security matters, both physical and informational, and for the coordination of security initiatives throughout the agency in order to assure consistency in practices, procedures and processes In particular, the CSO works in close collaboration with the Chief Technology Officer and the Corporate Information Security Officer with regard to their respective areas of security responsibilities The CSO acts as the Port Authority's principal liaison on security related matters with governmental, public and private entities The CSO works closely with the Law Department, Public Safety Department and the Office of Inspector General on security initiatives, on compliance with governmental requirements on security matters, and on issues relating to compliance with the Port Authority's security policy The CSO reports to the Chief Operating Officer of the Port Authority

Corporate Information Security Officer (CISO) – the Office of the Secretary of the Port Authority will be designated to undertake the role and functions of the CISO and consults with the CSO in order to assure agency wide consistency on policy implementation The CISO is responsible for the management, oversight and guidance of the Policy The CISO works in conjunction with all appropriate Port Authority departments and subsidiaries to (i) formulate practices and procedures concerning information security management issues affecting the Port Authority, its operations and facilities, (ii) review, categorize and manage all Port Authority information consistent with the Port Authority's policy and procedures under its Freedom of Information Policy, and (iii) establish procedures and handling requirements for Port Authority information based upon its sensitivity designation in order to ensure that the information is used solely for authorized purposes The CISO will report to the Secretary who in turn reports to the Executive Director

Departmental Information Security Officer (DISO) - each department head, and, where appropriate, office head, will designate a staff member to act as DISO in order to ensure compliance with the Policy The DISO is responsible for management and oversight of information security issues for departmental operations and reports to the CISO on information security practices and procedures, or issues relating thereto Additionally, the DISO may perform the Security Information Manager (SIM) functions, if a SIM has not been designated for a department, division, office, unit or project. Each DISO is also responsible for compiling an inventory of all Confidential Privileged Information and Confidential Information in their department's possession and/or providing updated listings to the CISO on a monthly basis, or on such other periodic basis as may be established by the CISO Additionally, the DISO is responsible for approving the departmental Confidential Information Practices and Procedures ("CIPP") document and, before authorizing its use, for submitting the CIPP to the CISO for final approval and providing periodic reports to the CISO, as the CISO may require

Security Information Manager (SIM) – Port Authority departments, offices or other business units, as well as contractors, vendors, and consultants, individuals and/or entities, where appropriate, who are involved with, or who could have exposure to, Confidential Information shall designate a SIM who is responsible for coordinating the implementation and daily oversight of the Policy for the particular Port Authority department, office, business unit, or third-

party contractor, vendor, or other party The SIM reports to the DISO and/or the Security Project Manager (SPM) for a project, where applicable If a Port Authority department determines that the SIM function may be carried out by the DISO, then the SIM designation may not be required, unless or until the DISO, in consultation with the CISO, determines otherwise The functions of the SIM are further described throughout this Handbook

Security Project Manager (SPM) – where applicable, a DISO may designate an individual overseeing a project for a department as the SPM, who will be responsible for securing information and ensuring compliance with the Policy on the particular project

Chief Technology Officer (CTO) – is the head of the Technology Services Department The CTO, or the CTO's designee, works with the CSO and the CISO to coordinate the Policy efforts and to provide the Port Authority with the most current resources needed to comply with legislative and regulatory requirements, to adhere to industry standards and best business practices and procedures, and to identify and address technology issues that may affect the current and future policy The CTO is also responsible for providing technical support and training to assist staff and to meet information security management goals

Office of Inspector General (OIG) – The OIG's responsibilities include conducting criminal and administrative investigations of possible misconduct by Port Authority officers and employees, as well as third parties doing business with the Port Authority, reviewing agency internal controls and management practices for weaknesses that could allow losses from corruption, incompetence and/or bad decision making, making recommendations for cost effective improvements; serving as the confidential investigative arm for the Port Authority's Ethics Board, conducting educational awareness programs for all Port Authority employees pertaining to integrity and ethics, and, where appropriate, conducting background investigations of certain contractors proposing to do business with the Port Authority

Information Security Subcommittee (ISSC), chaired by the CISO, includes departmental representatives from line departments (who might also be functioning as a DISO), the Law and Public Safety Departments, the Office of Inspector General and the CTO The ISSC assesses the Policy needs and the effectiveness of the policy's implementation, as well as evaluating initiatives for its further development and refinement

CHAPTER 2 - CATEGORIZATION OF INFORMATION

2.1 Definitions

For purposes of this Handbook the following definitions shall apply

(a) "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and other Information that is labeled, marked and/or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature The term 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 Port Authority or a third-party on its behalf, or when the Port Authority receives such information from others and agrees to treat such information as Confidential.

(b) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information

(c) "**Confidential Proprietary Information**" means and includes information that contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Freedom of Information Policy It also includes sensitive financial, commercial and other business information received from third parties under Non-Disclosure and Confidential Agreements

(d) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U S C §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C F R Part 29 and any amendments thereto CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto

(e) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing

(f) **"Limited Access Safety and Security Information"** means and includes sensitive information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations

(g) **"Non-Disclosure and Confidentiality Agreement"** (NDA) refers to the Agreements attached hereto as Appendix "A" (which include Appendix A-1 through A-3) When approved by the Law Department, other forms of a NDA may be used for special situations or specific projects, however, a general NDA may be used in retaining consultants and contractors where the retainer involves work on various projects

(h) **"Non-Disclosure Instructions"** (NDI) refers to the instructions attached hereto as Appendix "B " A NDI is used when represented staff are given or have responsibilities, which involve working on sensitive and/or security related matters, and/or when such staff is being given access to Confidential Information The NDI is given to each individual before starting such work or on being given such access The CISO, in consultation with the Law Department, may allow the use of NDI's in other circumstances, as may be appropriate

(i) **"Sensitive Security Information"** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U S C §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U S C §40119) and any amendments thereto

2.2 General Process for Categorization

As defined hereinabove, the term Confidential Information includes all Port Authority Information protected pursuant to this Handbook Although Confidential Privileged Information is a sub-category of Confidential Information, it is considered a separate category for Port Authority categorization, marking, and handling purposes due to its heightened level of sensitivity Any sensitive Information not specifically deemed Confidential Privileged Information should be categorized as Confidential Information In addition, certain other types of Confidential Information, such as SSI and CII, are treated separately and distinctly because they are governed by specific federal designations and must be marked and handled in accordance with federal regulations or requirements The requirements in this Handbook apply to all Confidential Information, unless otherwise specified Where a different or additional requirement applies to a specific sub-category of Confidential Information, it will be noted Although the requirements of this Handbook shall apply prospectively upon its implementation, each Port Authority department, division or unit shall conduct an initial review and designation of all documents currently in use

For purposes of this Handbook, Confidential Information shall be designated as one of two categories (i) Confidential Information, or (ii) Confidential Privileged Information

Each DISO, in consultation with the CISO, shall create a list of examples of Confidential Information and Confidential Privileged Information to be used as a guide by the departmental staff This list may be included in the department's CIPP. Any employee, consultant, third-party contractor or other agency personnel may nominate Information for categorization in either of the two categories The DISO, SPM, SIM, supervisors, managers or the CISO, as may be appropriate, should take the action needed to process the Confidential Information under their control and to review it as soon as possible It is important to understand that not every piece of material currently held should be reviewed The review should only be of Information that is

considered potential Confidential Information If management, employees, consultants, third-party contractors, or other agency personnel determine that Information under review contains Confidential Information, the Confidential Information should be designated with the appropriate categorization

In order to categorize Information as Confidential Privileged Information or Confidential Information the following steps must take place

1 Inform the SPM or SIM, where applicable, and the unit supervisor of the group/entity proposing the categorization

2 Obtain DISO concurrence and approval.

3 Obtain CISO final approval

4 If approved, mark and apply cover sheet or label, if appropriate

If Information has been nominated for categorization, a final decision on the nomination shall be made within one week of its submission During the time period between the submission and a determination regarding the categorization, the nominated Information should not be reviewed, released or distributed to any individuals, other than those individuals who possess a need to know and are currently familiar with the Information, or were previously provided access to other Confidential Information for the same project or task

2.3 Training and Information Review

Initially, Port Authority managers, including, but not limited to, the DISO, SPM and the SIM will complete training This will enable them to conduct an initial review of Confidential Information under their control in order to identify and categorize it as Confidential Information or Confidential Privileged Information Thereafter, employees, consultants, third-party contractors or other agency personnel will participate in and complete the training, which will enable them to continue the process of review, identification, and categorization of Confidential Information

This phased approach provides an initial review of Confidential Information by management and a continuing review of Confidential Information thereafter More specifically, this approach consists of four phases as set forth below

- Phase 1 - Conduct department manager, DISO, SPM, and SIM, training.
- Phase 2 - Direct department managers, DISO, SPM, SIM to review and categorize the Confidential Information under their control into the designated information security categories
- Phase 3 - Conduct employee, consultant, third-party contractor, and other agency personnel training
- Phase 4 - Direct employees, consultants, third-party contractors, or others to commence/continue the process

The basis for this phased approach is the orderly and timely completion of the Information Security Education and Awareness Training program for the appropriate individuals (See Chapter 7) Each Department Director will determine which staff members in the respective

department require training and will do so on an ongoing basis When access to Confidential Information is given to third parties, a training requirement may also be a condition for granting access privileges

2.4 Removal of Category Designation

At some point, Confidential Information may no longer be considered Confidential and should therefore have its designation removed or eliminated. This may occur as a result of any number of circumstances, including changes within the Policy, the changing nature of information security, a better understanding of particular material, and/or changes in public policy or law, among others In order to determine whether category designations should be removed from particular materials, the CISO may establish criteria for the periodic review of all sensitive material In any case, the category designation of any particular Confidential Information may not be removed without the approval of the CISO A record of any removal of categorization for particular information must be kept by the DISO, with a copy provided to the CISO.

CHAPTER 3 – INFORMATION ACCESS

3.1 Applicability

Each employee, consultant, third-party contractor, tenant, individual and/or entity requiring, or requesting, access to Port Authority Confidential Information must adhere to the requirements set forth in this Handbook [1] Confidential Information is intended for official business use only Failure to abide by the procedures set forth in the Handbook can lead to a denial of access privileges to Confidential Information and/or other contractual, civil, administrative or criminal action

All employees, consultants, third-party contractors, individuals and/or entities given access privileges to Confidential Information are responsible for overseeing the safeguarding and protection of Confidential Information in their possession or under their control as per this Handbook's requirements Questions concerning the safeguarding, protection, release, and/or access to Confidential Information should immediately be brought to the attention of the CISO, DISO, SPM, or SIM, as may be appropriate, in the particular circumstance

3.2 General Criteria

In order for access to Confidential Information to be considered for approval, all individuals including PA staff, must meet and complete the following criteria

- Be a citizen of the United States of America, or be an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation, or be a national of the United States as defined by the Immigration and Nationality Act This requirement may be waived by the CISO with the concurrence of the Director of Public Safety and/or the CSO where and when circumstances so require
- Obtain sponsorship for a request to be given access to Confidential Information through the individual's assigned chief, director, manager, or supervisor The written request must include justification for access, level of access required, and indicate the duration for which access privileges are required
- Forward the request through the individual's supervisory chain to the CISO, via the appropriate DISO, SPM, or SIM, requesting that a specific background check be undertaken, where appropriate and/or required
- Complete the Port Authority Information Security Education and Awareness Training
- Execute a Port Authority Non-Disclosure and Confidentiality Agreement ("NDA"), or an Acknowledgement of an existing executed NDA, or, if the individual is Port Authority represented staff, have been provided with the NDI

---

[1] The CISO in consultation with the Law Department may modify and/or waive the condition of complying with the requirements of the Handbook where such compliance is impractical, such as in the case of a governmental entity having its own information security procedures and/or protocols governing the handling and protection of sensitive information In addition, certain sensitive information is required to be submitted to other governmental entities under applicable laws, rules or regulations, or the Port Authority may elect to submit Confidential Information to a governmental entity, such as in the case of the CII process, wherein it may elect to submit Confidential Information to the Department of Homeland Security in order to secure the protection of the CII regulatory scheme

- Be granted final approval of the security clearance level, in writing, by the CISO who verifies that all requirements have been met

The individual's name must be entered on the appropriate department, project, or company Authorized Personnel Clearance List See Sec 3 9 for more information regarding this List (Note If an individual's name does not appear on the appropriate Authorized Personnel Clearance List, access must be denied)

Individuals who meet and complete the criteria listed above are neither guaranteed, nor automatically granted, access to Confidential Information, since access is conditioned on need to know criteria The Office of Inspector General may access, without approval of the CISO, DISO, SPM or SIM, all Confidential Information when it is needed in connection with an OIG investigation, audit or inspection work, or any other Port Authority related work, subject to the handling requirements set forth in this Handbook

3.3 Information Access Controls

Access to all Confidential Information falling within any of the Port Authority Information categories shall be undertaken in a manner that complies with and maintains all applicable state, federal and common law protections Access to particular Information must be conditioned upon a strict need to know basis with regard to the particular, discrete Information, regardless of any federal security clearance, or other Port Authority or other organizational information access authorization An individual's need to know is not established simply by reason of the individual possessing a recognized federal security clearance, including one that allows for access to a higher level of classified information than is otherwise required for the discrete Port Authority Information to which access is sought All requests for access to SSI by anyone who does not possess the requisite "need to know" under SSI regulations must be reported to the Transportation Security Administration ("TSA") or, if applicable, the United States Coast Guard ("USCG") and, in certain instances, the Department of Transportation ("DOT")

(a) Confidential Information

Access to Confidential Information shall be on a need to know basis only, as determined by the DISO In certain instances access privileges may be conditioned on the satisfactory completion of a background investigation(s) The background investigation should utilize the least stringent criminal history access disqualification criteria, that is appropriate for granting access to the particular information for both Port Authority and non-Port Authority employees. Where a background investigation is a condition to granting access, a DISO may determine that periodic updates of such investigations are required as a condition to maintaining continued access privileges Access by third parties to Confidential Information may require that the parties execution a NDA or an Acknowledgment of an existing NDA if the CISO determines that a NDA and/or Acknowledgment is required

(b) <u>Confidential Privileged Information</u>

Individuals requiring access to Confidential Privileged Information must have a need to know consistent with the creation and preservation of the privilege attaching to the particular Information An individual will be given access privileges to the Information only to the extent

that it is necessary and/or is required by the individual in order to fulfill and/or carry out his/her duties, obligations and responsibilities to the Port Authority. An additional background investigation may be required of the individual All access to such Information must be granted and received in a manner that does not compromise or abrogate the particular privilege attaching to the Information

Confidential Privileged Information may not be disclosed to any individual without appropriate prior approvals. Approval for disclosure of Confidential Privileged Information to third parties must be obtained from the CISO A Port Authority employee or other individual may not waive any privilege attaching to Port Authority Information without the Port Authority's express permission as granted by the CISO, unless the Information to which the Port Authority asserts a privilege is personal to a particular employee or individual and the privilege is directly derived by reason of that circumstance Access by third parties to Confidential Privileged Information will usually be conditioned on the parties' execution of a NDA or an Acknowledgment of an existing executed NDA, as may be appropriate and determined by the CISO In certain circumstances, a Memorandum of Understanding or Memorandum of Agreement containing approved non-disclosure and confidentiality requirements may be utilized, in which cases approvals are required from the CISO and the General Counsel, or their respective designees In the case of certain represented employees/individuals, NDIs may be utilized in lieu of NDAs

Access to Confidential Privileged information may be subject to the satisfactory completion of periodic background investigations for both Port Authority and non-Port Authority employees A list of disqualifying crimes for the different levels of background screening is attached as Appendix "C "

3.4 Access Disqualification

Any employee, consultant, third-party contractor, or other individual and/or entity, who has been granted access to Confidential Information, may be temporarily denied access while an investigation is conducted regarding any report to the CISO, OIG and the DISO that such individual misused, mishandled, or lost Confidential Information, or disclosed, disseminated, or released Confidential Information to an unauthorized individual or entity Further, access to Confidential Information can be denied when improper or incomplete verification checks of employees, entities, or individuals are discovered Where it is determined that an individual has misused, mishandled or otherwise improperly disclosed, released or disseminated Confidential Information without authorization, that individual may be subject to disqualification of access privileges and may also be subject to sanctions, including formal disciplinary actions where the individual is a PA employee, with possible penalties up to and including termination of employment The foregoing action shall be documented and provided to the individual's employer, SPM, DISO, or departmental manager and the CISO, as may be appropriate In the case of third parties, remedial action may include, but is not limited to, imposition of a monitor to oversee compliance with information security and general security requirements, or possible disqualification, and/or termination of present and/or future business relationships Individuals and entities may also be subject to criminal or civil legal action, as may be appropriate The foregoing action shall be documented and provided to the individual's employer, SPM, DISO, or departmental manager and the CISO, as may be appropriate Additionally, see Chapter 6 regarding the possible consequences of violations of this Policy

3.5 Non-Disclosure and Confidentiality Agreements (NDAs)

Employees, consultants, third-party contractors, tenants, or other individual or entities, including governmental agencies where appropriate, will be required to sign NDAs or an Acknowledgment of an existing NDA, or be subject to an NDI, as a condition of being granted access to Confidential Privileged Information and, where appropriate, Confidential Information Employees, consultants, third-party contractors, or other agency personnel who refuse to sign a NDA, in situations where it is required, will be denied access to Confidential Information, except in the case of certain employees and third parties where a NDI may be utilized in instructing and advising the employee and/or third party of the obligations and the requirements for handling Confidential Information The DISO is responsible for determining whether a NDA/NDI is required as a condition to being granted access privileges to Confidential Information, other than Confidential Privileged Information If an individual refuses to execute an individual Acknowledgment, or to receive the NDI, access to the Confidential Information is to be denied The SIM is also responsible for keeping proper documentation for employees and individuals subject to NDIs, including the date when the individual was given the NDI and by whom A copy of all executed agreements and acknowledgements are to be provided to the SIM Original executed NDAs shall be forwarded to the CISO for filing in the official Port Authority records repository

3.6 Unauthorized Disclosure of Information

If employees, consultants, third-party contractors, or other individuals and/or entities with authorized access to Confidential Information become aware that Confidential Information has been released to unauthorized persons, they are required to immediately notify the CISO, the Office of Inspector General, and any other appropriate information security officer and report the discovery In the case of SSI, the CISO must inform the TSA, DOT, or USCG and, in the case of CII, the Department of Homeland Security ("DHS"), of the breach of security DOT, DHS, TSA and USCG rules govern the reporting of any unauthorized disclosure

3.7 Security Clearance and Access Prohibitions

Access to Confidential Information is not a right, privilege, or benefit of employment by the Port Authority, rather it is based on pre-established guidance Confidential Information should not be divulged, released, turned over, or provided to any individual in any organization who does not meet the established criteria or conditions set forth herein, or who has not been approved for a security clearance issued by the Port Authority CISO The following security clearance and access guidelines and/or prohibitions are in effect to protect Confidential Information

- Confidential Information shall only be used in the performance of required job responsibilities, or in order to complete assigned tasks as determined by the SIM and DISO, with the concurrence of the CISO No other disclosure or use of Confidential Information is authorized.
- Individual access to Confidential Information will be rescinded when an employee, consultant, third-party contractor, individual or entity, who had been granted access to Confidential Information, is no longer employed by the Port Authority, or is no longer under contract with, or no longer has a relationship with the Port Authority, or is no longer in a position that requires access to Confidential Information in order for the individual or entity to perform duties or complete tasks/projects

- Employees may not unilaterally sponsor themselves for background verification or enter their name on an Authorized Personnel Clearance List
- Group access of organizations to Confidential Information should be prohibited Each individual in a group must have security clearance to access Confidential Information
- Persons who rarely, if ever, require access to Confidential Information, (i e , maintenance, food service, cleaning personnel, vendors and other commercial sales, or service personnel, who perform non-sensitive duties), should not be approved for a security clearance

3.8 Background Screening

All background checks for third parties required under the Policy should normally be conducted through "The Secure Worker Access Consortium" ("S W A C "), which is the only Port Authority approved service provider of background screening checks, except as otherwise required by federal law and or regulation Presently, the Office of Emergency Management administers this provider S W A C is an online application that enables the secure collection, processing, maintenance and real-time validation of employee records The S W A.C background check is not a replacement for any federal agency (DHS, TSA, etc) required background screening S W A C automatically conducts background screening on a yearly basis for individuals who have previously been screened In addition, certain employees, such as those in the Public Safety Department, will have their criminal history background checked through the electronic databases maintained by federal and/or state law enforcement agencies when required as a condition of employment, or when required by federal or state laws, rules, and/or regulations, or, in certain cases, where it is legally permitted and is deemed appropriate by the CSO

The SIM/SPM has authority to obtain the background check information from S W A C Additional information about S W A C , corporate enrollment and online applications can be found at http //www secureworker com, or it may be contacted at (866) 477-7922 The S W A C application process is described in Appendix "D "

3.9 Authorized Personnel Clearance List

The CISO will maintain a master list database containing the names of all employees, consultants, third-party contractors, and other individuals and/or entities that have been granted a Port Authority security clearance and the specific category for which the security clearance was received, including, but limited to, for a particular project, or for specific Confidential Information The DISO, SPM, and SIM are responsible for compiling, maintaining, and updating their respective list databases on an ongoing basis and forwarding the information to the CISO for compilation into a master listing Each DISO shall periodically review its department's/business unit's list with its SPM and/or SIM to ensure that the list is current and that each individual's access to Confidential Information is still required

3.10 Development of a Confidential Information Practices and Procedures (CIPP)

Departments, offices and/or business units may adopt an individualized, discrete CIPP tailored to their respective particular business practices for handling Confidential Information The CIPP is meant to augment the Handbook and must be consistent with it Each CIPP must be approved by the CISO before being implemented

3.11 Procurement Strategies

(a) General

As a public agency, the Port Authority has an established procurement process based on openness, integrity, and fairness to the vendor community The security of Confidential Information must be incorporated at the beginning of the procurement process in order to establish a security benchmark that may be applied throughout the procurement process, as well as during the term of the award/contract.

(b) Lifecycle Phases and Procurements

A project may contain Confidential Information in one or more of its lifecycle phases (pre-award, award, design, construction, close-out, or maintenance/service operation contracts, etc)

Procurement and lifecycle information should be thoroughly reviewed by the originator before being submitted to the Procurement Department for processing If Confidential Information is discovered thereafter by Procurement, or any reviewing department, the originator's department manager or designee should be contacted immediately to retrieve the Confidential Information and process it in accordance with the Policy and this Handbook

(c) Risk Exposure and Business Risk Strategy

Procurement shall develop and retain, by project, a current listing of pre-screened persons or pre-qualified firms to bid on sensitive projects who agree to abide by the Policy requirements Requirements must be included in procurement documents in order to help reduce potential disclosure of Confidential Information and to provide bidders with certain security requirements in advance They must also be included in contract awards to ensure information protection practices, procedures, and protocols are included in each project's lifecycle phase The typical requirements are

(i) Non-Disclosure and Confidentiality Agreements (NDA) Require prospective consultants, prime vendors, or commercial enterprises to enter into a NDA with the Port Authority before obtaining a copy of a RFP NDAs should be project and procurement specific and should be completed in a timely manner for specific types of procurements or projects A broad or generic NDA should not normally be utilized to cover all procurements and projects under contract to a particular vendor over a long period of time, however, it may be appropriate in certain situations to utilize such an approval, if approved by the DISO with the concurrence of the CISO Vendors should contact the Port Authority to request authority to release the information prior to releasing RFP information to a sub-contractor The sub-contractor may have to execute an Acknowledgement that it will comply with the terms of any NDA that the successful bidder has executed

(ii) Background Screening Require potential users seeking access to Confidential Information to undergo background pre-screening The screening may parallel the screening requirement used by the Port Authority to grant access to Confidential Information under Section 3 3 S W A C 's background screening is usually finalized within five to ten business days

(iii) Designation of a Security Information Manager (SIM). Require companies involved in Confidential Information procurements or projects to designate a SIM to ensure information security and Confidential Information requirements are followed A second employee may be designated as an alternate SIM

(iv) Information Security Education and Awareness Training. Require consultants, vendors, contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information

(v) Physical Security. Outline the specific guidelines and requirements for the handling of Confidential Information to ensure that the storage and protection of Confidential Information is consistent with the requirements of Chapter 4 of this Handbook

(vi) Transfer or Shipping Sensitive Information. Prohibit or place restrictions on the transfer, shipping, and mailing of Confidential Information consistent with the handling procedures set forth in Chapter 4 of this Handbook

(vii) Website Restrictions. Prohibit posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing Confidential Information 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 Confidential Information, from viewing such information

(viii) Destruction of Documents Require Confidential Information to be destroyed using certain methods, measures or technology consistent with the requirements set forth in Chapter 4 of this Handbook

(ix) Use of Similar Agreements Between Prime Vendor and Subcontractors Require the prime vendor or general contractor to mandate that each of its subcontractors maintain the same levels of security required of the prime vendor or general contractor under any Port Authority awarded contract

(x) Publication Exchanges Prohibit the publication, exchange or dissemination of Information developed from the project or contained in reports, except between vendors and subcontractors, without prior approval of the Port Authority Requests for approval should be routed to and reviewed by the CISO in conjunction with the Law Department and, where appropriate, Public Affairs

(xi) Information Technology Matters involving information technology policy, or use of particular hardware or software, should require the application of specific protocols and/or software tools to support Port Authority projects Coordination of information technology and consultation with the CTO and the CISO may be required for the success of particular projects

(xii) Audit. Include provisions to allow the Port Authority to conduct audits for compliance with 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

(xiii) Notification of Security Requirements. Advise all consultants, third-party contractors, and other individuals and/or entities, as may be appropriate, that Port Authority security procedure requirements may be imposed throughout the duration of the project

(xiv) Reproduction/Copies. Reproductions of Confidential Information shall be consistent with the requirements of Chapter 4 of this Handbook

CHAPTER 4 – MARKING, HANDLING, STORAGE, TRANSMITTAL AND DESTRUCTION REQUIREMENTS

4.1 Marking of Confidential Information

(a) Confidential Privileged Information and Confidential Information

All documents, drawings, and all other Information that contain Confidential Privileged Information or Confidential Information must be marked with the appropriate respective protective marking "CONFIDENTIAL PRIVILEGED" (alternatively "CONFIDENTIAL AND PRIVILEGED") or "CONFIDENTIAL" (alternatively, where appropriate, Confidential Proprietary Information) The markings must be conspicuous and in bolded Arial with a 16 point font size All copies of Confidential Information, Confidential Privileged Information, Sensitive Security Information, and Critical Infrastructure Information documents shall also bear the required markings and warnings

The front page (or front and back cover, if appropriate) shall be marked at the top and bottom of the page In addition, all interior pages within the document must also be marked at the top and the bottom of the page Sets of documents large enough to be folded or rolled must be marked or stamped so that the marking is visible on the outside of the set when it is rolled or folded The marking must be visible from the exterior container of the material, e g , the spine of a binder, or compact disc container or cover

All Confidential Privileged Information and Confidential Information must bear the following warning sign on its front cover, back cover, and title sheet or first page For compact discs, DVDs or other smaller materials, the warning sign may be printed on an adhesive label and affixed to the material It should be in 8-point font size and state

> "WARNING" The attached is the property of The Port Authority of New York and New Jersey (PANYNJ) It contains information requiring protection against unauthorized disclosure The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ
>
> At a minimum, the attached will be disseminated only on a need to know basis and, when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure

(b) Sensitive Security Information Requirements

Pursuant to the federal regulations governing SSI, Port Authority Confidential Privileged Information that has been designated SSI by the Federal government must be conspicuously marked with its respective protective marking "SENSITIVE SECURITY INFORMATION" on the top and the distribution limitation statement on the bottom of each page of the document

including, if applicable, the front and back covers, the title page, and on any binder cover or folder The protective marking must be in bolded Arial 16-point font size and the distribution limitation statement must be in an 8-point font size All copies of SSI documents must also bear the required markings

The distribution limitation statement is

> WARNING This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation Unauthorized release may result in civil penalty or other action For U S government agencies, public disclosure is governed by 5 U S C. 552 and 49 CFR parts 15 and 1520

(c) Critical Infrastructure Information

Pursuant to the federal regulations governing CII, Port Authority Confidential Privileged Information that has been marked PCII by the Department of Homeland Security PCII Program Manager or the manager's designee will be marked as follows

> This document contains PCII In accordance with the provisions of 6 CFR Part 29, this document is exempt from release under the Freedom of Information Act (5 U S C 552 (b)(3)) and similar laws requiring public disclosure Unauthorized release may result in criminal and administrative penalties This document is to be safeguarded and disseminated in accordance with the CII Act and the PCII Program requirements

(d) Document Control Number for Confidential Privileged Information

Documents that have been identified as Confidential Privileged Information will be given a control number, which shall consist of the category of information followed by an acronym for the transmitting department followed by the last 2 digits of the year followed by a number that is sequential and finally, followed by, the copy number

Examples

C&P – LAW – 05 – 1 – 1

C&P – PMD – 07 – 10 – 2

The front page (or front and back cover, if appropriate) and all pages of Confidential Privileged Information shall be marked with the control number The control number must also be visible from the exterior container of the material, e g , the spine of a binder, or compact disc container or cover

4.2 Handling Confidential Information

Handling refers to the physical possession of, and includes working on or with, Confidential Information to perform job duties or complete tasks or projects This includes, but is not limited to, reading, copying, editing, creating, or correcting the material Confidential Information in any form, including physical or electronic, must be under constant surveillance by an authorized individual to prevent it from being viewed by, or being obtained by, unauthorized persons Confidential Information is considered to be in use when it is not stored in an approved security container

The following is a chart of the minimum-security requirements for handling Confidential Information, and certain requirements that apply only to Confidential Privileged Information.

Minimum Security Requirements for Handling	Confidential Privileged Information	Confidential Information
Must never be left unattended outside of storage location	X	
Must be under the direct and constant supervision of an authorized person who is responsible for protecting the information from unauthorized disclosure	X	
Must be turned face down or covered when an unauthorized person is in the vicinity Be cognizant of others in area that can view your computer screen	X	X
When leaving a computer unattended ensure that the screen is locked	X	
Attach an information cover sheet when removing materials from their place of storage	X	
Use all means to prevent unauthorized public disclosure of information	X	X

4.3 Transmittal of Confidential Information

Transmission refers to the sharing among individuals and/or entities, and/or the transfer or movement of Confidential Information from one location to another using either physical or electronic means The following chart sets forth the methods by which Confidential Information should be transmitted In all instances Confidential Information must at all times be safeguarded and transmitted in a manner and method designed to insure that it is not disclosed,

or otherwise compromised, and it should be appropriately marked with the proper identifying marking

In general, all Confidential Privileged Information must be signed in and out, and, in certain situations as determined by the SIM or SPM, Confidential Information may be signed in and out as well A cover sheet must be attached to the Confidential Privileged or in certain situations, as determined by the SIM, to Confidential Information and it should be marked appropriately With respect to Confidential Privileged Information, the coversheet attached as Appendix "E" is to be utilized to draw emphasis to the fact that a document contains Confidential Privileged Information and to limit visual exposure to unauthorized individuals in near proximity Confidential Privileged Information and, where appropriate, Confidential Information, must be wrapped and sealed The exterior of the wrapping should not indicate that it is sensitive material, or its category, or level Confidential Information transmitted by email must state at the top of the email in bold uppercase letters "CONFIDENTIAL INFORMATION "

In addition, all Confidential Privileged Information may be transported using public modes of transportation and a courier service may also be utilized, provided, however, that the sign in and sign out procedures will apply, as well as wrapping and sealing procedures. All packages must be sealed in a manner that easily identifies whether the package has been opened prior to delivery to the intended recipient The use of a double wrapped/enveloped package or a tamper resistant envelope must be used to fulfill this requirement Protective markings are not to be placed on the outer visible envelope If using a double wrapped package or two envelopes, the inner wrapping or envelope should be marked in accordance with appropriate category designation The package must be addressed to an individual who is authorized to receive it or, preferably, to the SIM All packages must contain a specific individual's name on the shipping label Where appropriate any of the foregoing requirements may also be required in handling Confidential Information and can be provided for generally in the department's CIPP, or required by the DISO and/or SIM with respect to handling such information in specific instances

Minimum Security Requirements for Transmission	Confidential Privileged Information	Confidential Information
Verbally at a meeting, conference or briefing where all attendees have the appropriate security clearance	X	X
Electronic Systems restrict to the Livelink[2] network or a similar secure repository	X	
Electronic Mail restricted from using e-mail accounts to transmit unless expressly permitted by the SIM in writing	X	
Hand Carried or delivered in personal custody of Port Authority employee (a) request return receipt (b) place in sealed envelope, and (c) name of recipient, department, address and phone number	X	

[2] Livelink is a secure repository for the records of a project

must be written on face of envelope		
Approved Commercial Delivery Service (e g , DHL, FedEx, UPS) (a) request return receipt, (b) verify recipient name and mailing address, (c) place in a sealed envelope, and (d) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X
Use of USPS Certified Mail (a) request return receipt, (b) verify recipient name and mailing address, and (c) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X
Intra-agency Mail System (a) request return receipt (b) place in sealed envelope, (c) name of recipient, department, address and phone number must be written on face of envelope, and (d) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X (b, c, d only)
Telephone restricted from using a telephone to transmit, unless expressly permitted by SIM in writing If approved (a) use all means to prevent unauthorized public disclosure, and (b) may not use cell phone	X	
Fax Machine restricted from using fax machine to transmit unless expressly permitted by the SIM in writing If approved (a) prior coordination with recipient required, (b) verify recipient fax number, (c) receipt of successful transmission, and (d) follow-up contact required	X	X(a,b,c only)

Steps for transmittal of a "hard copy" of all Confidential Privileged Information and, when required, for Confidential Information

Step 1 Make certain that documents are properly marked "CONFIDENTIAL PRIVILEGED" or "CONFIDENTIAL," according to its designated category

Step 2 Prepare document receipt

Step 3 Place document in envelope with a Transmittal Receipt (Appendix "F"), seal envelope, mark the inner envelope CONFIDENTIAL PRIVILEGED or CONFIDENTIAL, place envelope in second envelope (outer), this envelope shall not contain any protective markings

Step 4 Address envelope to an individual who is authorized to receive it

Step 5. Mail document

Step 6 Return receipt to party sending item

When hard copies of 8 1/2 " X 11" multi-page documents include threat scenarios, asset criticality information, identification of security vulnerability details, risk assessments, design basis threats and concepts of operations are distributed, this information is to be bound using a heat sensitive binding to prevent individual sheets from being removed from a set

4.4 Storage of Confidential Information

Steps should be taken to prevent unauthorized access to Confidential Information Confidential Information should be kept in a locked storage room or a locked security container, such as a drawer, cabinet or safe-type file that has a locking mechanism, and must be vandalism resistant The DISO will periodically review the departmental storage vehicles and mechanisms and determine their appropriateness for the information being stored Confidential Information should be gathered and stored in a minimum number of office locations and Confidential Privileged Information must never be left unattended outside its storage location A storage space or security container/receptacle may not be left open and unattended at any time At no time should Confidential Information be stored, even for short periods, in unauthorized desk drawers, file cabinets, or other unsecured locations The CISO may require that certain information be kept in a safe in a designated central location(s)

Combinations or locks for each security container must be changed or replaced when a person having knowledge of the combination or possession of a lock key no longer requires it, or there is reason to suspect that the combination has been tampered with, or that an unauthorized person may have acquired knowledge of the combination, or that a lock key is in the possession of an unauthorized person Keys and combination locks protecting Confidential Information must be protected at the same level of protection as paper documents The "Guidelines for the Storage of Confidential Information" attached as Appendix "G" provides further detailed information and instructions

Confidential Privileged Information and, where appropriate Confidential Information, may not be stored at any individual's home overnight for a meeting the following day without prior authorization of the SIM or DISO

Downloading of any Confidential Privileged Information and Confidential Information carries with it the responsibility to protecting that information in accordance with the procedures identified in this Handbook The possessor of the electronic file assumes full responsibility for the proper handling, storage and transmittal of this Confidential Privileged Information and Confidential Information

4.5 Document Accountability Log

All entities, Port Authority Departments and third-parties having Confidential Information in their possession will have a system in place that will account for the material in such a manner that retrieval is easily accomplished for inspection at the contract's/project's conclusion The accountability log shall be maintained by the DISO, or the SPM, or SIM, where applicable, and include

- The date that a document was received or created
- The identity of the sender or creator

- A brief description of the document
- The Control Number, if Confidential Privileged Information
- Number of copies
- Transmission history (sent to whom, when)
- Certification that the document has been destroyed (when, by whom and the method) or returned to the Port Authority

4.6 Reproduction

Confidential Information should only be reproduced to the minimum extent necessary to carry out an individual or entity's responsibilities However, the reproduced material must be marked and protected in the same manner and to the same extent as the original material Authorized individuals must perform all reproduction work Print and reproduction locations are limited to Port Authority sites, or, when appropriate, to authorized consultant and/or third-party contractor work site equipment. The CISO may require that the work site should limit reproduction of Confidential Information to a particular copying machine with technological capabilities limited to copying (not scanning or storing etc) Service providers, authorized by the responsible SIM or DISO where appropriate, may be used for this task if the information remains safeguarded throughout the process Each reproduction of Confidential Information shall contain all security markings, instructions, etc , as set forth in Section 4 1 All scraps, over-runs, and waste products resulting from reproduction shall be collected and processed for proper disposal

4.7 Destruction of Confidential Information

All Confidential Information that is no longer needed shall be disposed of as soon as possible, consistent with the Port Authority's Record Retention Policy, by any method that prevents its unauthorized retrieval or reconstruction The individuals who had been granted access to Confidential Information must perform the actual destruction Authorized service providers may be used for this task provided that the information remains safeguarded until the destruction is completed Paper products must be destroyed using a cross cut shredder located in the office As previously noted in Section 4 5, a Port Authority Records Destruction Certificate (PA Form 283) must be provided to the DISO, SPM or SIM for any document being destroyed, including original or copies thereof, and provided to the CISO for final approval by the Secretary or her/his designee In addition to the requirements in this Handbook, all Departments shall continue to comply with the Port Authority Records Program (A P 15-2 02) Where Confidential Information is no longer needed, but the Port Authority Records Program requires retention of the original, the original Confidential document shall be retained by the CISO and all copies are to be destroyed in accordance with this section The "Guidelines for the Disposal and Destruction of Confidential Privileged Information" attached as Appendix "H" provides further detailed information and instruction

Since deleted electronic files can be recoverable by utilizing software tools, Confidential Information stored in electronic form needs to be erased and destroyed with methods that comply with the US Department of Defense standards for file secure erasure (DoD 5220 22). Therefore, CyberScrub or a similar software shall be used to prevent discovery by a computer technician or other unauthorized person With respect to Port Authority staff, individual staff

shall contact the Technology Services Department ("TSD") to make a request that Confidential Information be permanently removed from a computer This request shall be made by providing relevant information on a TSD form through the Internet or by email

CHAPTER 5 – AUDITING AND MONITORING

5.1 Purpose

The ISSC, Audit and/or OIG may conduct random or scheduled examinations of business practices under the Policy in order to assess the extent of compliance with the Policy The Policy's self-assessment and audit processes enable management to evaluate the Policy's uniformity throughout the Port Authority and of third parties' practices, in order to identify its strengths and potential exposures, and to help guide evolving policy objectives

5.2 Audits and Investigations

Audits conducted by the ISSC and/or Audit may be scheduled in advance The chief, department director, project manager, company liaison or contract representative of the organization being assessed should receive prior notice of the date of the assessment and also be advised as to what the assessment will consist of A copy of the current version of the Audit Procedures guidelines, attached as Appendix "H", should be provided to the particular entity(ies) in order to allow adequate time to undertake appropriate pre-review and preparation action The Audit Procedures guidelines should guide the ISSC through the assessment process This Guideline is not all-inclusive and may be amended, as necessary Organizations, departments, units, or third parties, preparing for an ISSC visit are encouraged to contact the CISO prior to the scheduled visit date in order to inquire and obtain additional information about the process

The ISSC and/or Audit may also conduct information security assessments without prior notice and/or unannounced investigations coordinated through the Office of the General Counsel and the Office of Inspector General, as it may deem necessary and appropriate Where appropriate, the CISO should be advised of the existence of such an investigation and, if appropriate, its nature

The ISSC approach to conducting an assessment should consist of three phases (i) personnel interviews, (ii) site assistance visits, and (iii) corrective action follow-up

(i) Personnel Interviews

The interview(s) should focus on the department, business unit, organization or third party's compliance with the Policy, how engaged the interviewee is with the Policy, and the level of education and awareness the interviewee has about the Policy Employees, consultants, third-party contractors, and other individuals and/or entities should be included as potential interviewees. Personnel interviews should encompass a wide range of individuals who are regularly engaged with the Policy, as well as those having less involvement in it This allows the ISSC to develop a balanced understanding regarding Policy compliance and effectiveness, as well as its impact on the organization and enable it both to identify concerns and issues regarding the Policy, and to solicit recommendations for possible improvements to the Policy

(ii) Site Assistance Visits

The ISSC site visit should focus on a hands-on review of the following processes and procedures document safeguards, handling protocols, transmission practices, control number usage, document marking, receipt and copying practices, and disposal of Confidential Information procedures The visit should also include compliance reviews of the security clearance access criteria, document accountability audits, conditions regarding information access, background check processes, Authorized Personnel Clearance Lists updates, Confidential Information material sign out and sign in records, and the information security education awareness training program

(iii) Follow-up

Policy compliance deficiencies noted during the assessments should be provided by the ISSC through the CISO to the department head, chief, project manager, consultant, third-party contractor liaison/representative, other agency staff, and the respective DISO, SPM, or SIM for corrective action The ISSC, through the CISO, may also follow-up on investigation results to determine corrective actions and Policy compliance The ISSC may also recommend the imposition of any penalties or disciplinary action that are described in Chapter 6.

With the assistance of the respective DISO, SPM, or SIM, a plan with milestones should be developed with the intention of correcting any identified deficiencies A return site assistance visit may be scheduled in order to re-assess earlier identified deficiencies The respective DISO, SPM, or SIM should forward a periodic corrective action progress report to the CISO as part of the milestone monitoring

5.3 Self-Assessment

Department heads, chiefs, managers, supervisors, DISOs, SPMs or SIMs should conduct an annual self-assessment of their unit's Policy compliance using the Audit Procedures Guidelines The results will not be forwarded to the CISO or ISSC, but should be used as a tool to gauge compliance before regular assessments are conducted The results should be available for inspection and any serious findings should be forwarded to the CISO.

CHAPTER 6 – POLICY VIOLATIONS AND CONSEQUENCES

6.1 Responsibilities

Anyone having knowledge of any infraction, violation or breach of the Policy is required to report it to the OIG and to their supervisor, who shall in turn report the same to the DISO The CISO shall have the final decision with respect to the violation determinations and/or the recommended course of action to be taken, consistent with Port Authority policy, practices and legal requirements referenced in this section

All individuals who have been reported as having violated the Policy may be temporarily denied access to Confidential Information and/or have their security clearance suspended until an investigation is completed

6.2 Violations, Infractions, or Breach of Information Security Protocols

Due to any number of unintended circumstances or, other conditions beyond the control of an individual, Confidential Information could be subject to compromise or loss. For example, an individual may unintentionally discard Confidential Information, mislabel Confidential Information sent through the internal mail routing system, or drop or inadvertently leave Confidential Information in a public place Intentional disclosure of Confidential Information to unauthorized individuals for personal gain, or to otherwise make available for unauthorized public release, may also occur Violations, infractions and breaches of the Policy will be reviewed on a case-by-case basis to determine the facts and circumstances surrounding each incident

6.3 Violation Reporting, Investigation and Fact Finding

Individuals must report alleged or suspected violations, infractions or breaches of the Policy to the OIG and to their supervisor or manager The supervisor or manager must refer the issue and/or the individual to the DISO The DISO, in consultation with the CISO and OIG, will determine whether an investigation into the allegations or other appropriate action is warranted. The CISO will consult with the OIG on these matters and the OIG will determine whether to undertake its own separate investigation into the matter Individuals and/or entities must cooperate with all authorized investigations of any act, omission or occurrence relating to Port Authority property, information, materials, and, in the case of Port Authority employees, and if applicable, must comply with the Agency General Rules and Regulations (See *"General Rules and Regulations for all Port Authority Employees"* Port Authority of New York and New Jersey April 1990)

6.4 Disciplinary Action

The following is a list of Policy violations and the respective disciplinary actions that may be taken against any individual and/or entity, having authorized access to Confidential Information, who violates their responsibilities in handling such information

a) Non-deliberate violations involving negligence and/or carelessness, such as leaving Confidential Information unattended

First Offense Verbal reprimand and security briefing

Second Offense Written reprimand and/or a security briefing and possible suspension or termination of access privileges, depending on the circumstances

Third Offense - Termination of access and possible imposition of civil penalties Where the offense involves a Port Authority employee, disciplinary action may also be taken

b) Non-deliberate violation involving negligence and/or carelessness such as misplacing or losing a document

First Offense - Written reprimand and/or a security briefing, and possible suspension or termination of access privileges, depending on the circumstances, and possible imposition of a civil penalty Where the offense involves a Port Authority employee, disciplinary action may also be taken

Second Offense - Dismissal or termination of access privileges, and, depending on the circumstances, the imposition of a civil penalty, and possible legal action against the violator Where the offense involves a Port Authority employee, disciplinary action may also be taken including suspension with forfeiture of up to one year's personal and vacation time allocation

c) For cases of deliberate disregard of security procedures or gross negligence in handling Confidential Information

First Offense – Suspension or termination of access privileges, termination of an agreement or contract, written reprimand, imposition of a civil penalty depending on the circumstances, and possible legal civil and/or criminal action against the violator Where the offense involves a Port Authority employee, disciplinary action may be taken up to and including termination of employment Termination of access privileges will be for a period of one year at minimum and may be permanent, subject to review by the CISO

The Port Authority may also impose investigation costs and/or a monitor to oversee future compliance with its security policies and practices at the violator's expense, when the violation is by a consultant, vendor contractor or other third party Nothing herein is construed to limit the Port Authority's right to exercise or take other legal rights and remedies including terminating agreements with a third party violator and/or refusing to enter into future business relationships with the violator and/or seeking such legal action, as it may deem appropriate, including injunctive, civil actions for monetary damages and/or seeking criminal prosecution of the violator(s)

In addition, any violation relating to SSI or CII will be reported to the TSA, the OIG, and/or, if applicable, DOT, USCG or DHS Penalties and other enforcement or corrective action may be taken as set forth in relevant statutes, rules and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and directions to cease future unauthorized disclosure Applicable Federal Regulations, including, without limitation, 49 C F R § 15.17 and 1520 17 and 6 CFR Part 29, provide that any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action being taken by the DOT, TSA and/or DHS

CHAPTER 7 – INFORMATION SECURITY EDUCATION AND AWARENESS TRAINING

7.1 Purpose

Information security education and awareness training ensures that all personnel requiring access to Confidential Information, regardless of position or grade level, have an appropriate understanding of the need to adhere to security procedures in order to protect Confidential Information The goal of the training program is basically to provide that all such employees, consultants, third-party contractors, other individuals, entities and/or, where appropriate, third parties develop essential security habits and thereby ensure that all personnel handling Confidential Information understand and carry out the proper handling protocols for those materials

7.2 Overview

The CISO is responsible for implementing the Information Security Education and Awareness Training Program (the "Training Program") The Training Program, with assistance from the Office of Inspector General, DISO, SPM and SIM, should be provided to all employees, consultants, third-party contractors, and other agency personnel requiring access to Confidential Information. These individuals, regardless of rank or position in a particular organization, must complete initial indoctrination and annual refresher training The CISO, with the concurrence of the Law Department, may waive this requirement for certain individuals A current list containing the names of all persons who completed training will be developed and retained by the CISO The CISO shall ensure that all employees have complied with the requisite Training Program

7.3 Training Program Elements

The Training Program consists of three interconnected elements (a) indoctrination training, (b) orientation training, and (c) annual refresher training Each element provides employees, consultants, third-party contractors, and other agency personnel with a baseline of knowledge, as well as periodic updates, about the existing and current Policy Each element of the Training Program contributes another level of information to the individual At a minimum, all individuals must receive the indoctrination training and the annual refresher training

(a) Indoctrination Training

Indoctrination Training provides personnel with the fundamentals of the Training Program It should be completed when beginning employment or assignment to a project for the Port Authority, but no later than sixty (60) days after initial hire, or after commencing work on a project It may be combined with other types of new employee indoctrination programs Individuals completing this level of training should understand the basic organization of the Policy, the Policy definitions, what materials are defined as Confidential Information under the Policy, how to identify Confidential Information (security category levels and markings), the general criteria and conditions required in order to be granted a security clearance, procedures for categorizing documents, the

obligation to report suspected and alleged policy violations, and the penalties for non-compliance with the policy and for unauthorized disclosure of Confidential Information

(b) Orientation Training

Orientation Training focuses on the more specific protocols, practices and procedures for individuals whose roles and responsibilities involve reading, using, safeguarding, handling, and disposing of Confidential Information Individuals assigned such responsibilities should complete this level of training Orientation training should be conducted prior to assignment to a department, project, task, or other special assignment, where the individual is expected to become involved with receiving and handling Confidential Information Individuals completing this level of training should be introduced to the DISO, SPM, or SIM, understand the organizational elements of the Policy, know how to process Confidential Information, know the different security categories under their control or within their assigned work environment, know how to identify proper safeguarding protocols, including hardware needs, and understand the differences between general access privileges and the need to know requirement for access to particular information Individuals should also read and acknowledge their understanding of the requirements

(c) Annual Refresher Training

Once a year, during the anniversary month of the individual's start date on a project, or first access to Confidential Information, all employees, consultants, third-party contractors, and other individuals and/or entities, who continue to have access to sensitive materials, should receive an information security education and awareness training refresher briefing to enhance their information security awareness At a minimum, the annual refresher training should include indoctrination and orientation topic training, as well as key training on recent Policy changes or other appropriate information Also, this milestone may be used to reaffirm the individual's need for a security clearance or to determine whether the individual requires a periodic update of their background check

(d) Other Circumstances and Special Briefings

If a Port Authority employee, consultant, third-party contractor, or other individual and/or entity transfers to another department, is promoted within his or her department, or changes employers on the same project without a break in service, and can provide a record of completion of indoctrination training within the previous twelve months, only annual refresher training may be required All other situations demand that an individual requiring access to Confidential Information fulfill the conditions for information security education and awareness training under this Policy

In addition to reading and signing a NDA or an Acknowledgment of an existing NDA, or, alternatively, being subject to a NDI, temporary or one-time access individuals should be fully briefed on the limitations on access to Confidential Information and the penalties associated with the unauthorized disclosure, before being granted access to such information

Special briefings may be provided on a case-by-case basis, as circumstances may require

APPENDIX A-1

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this 9 day of JULY, ~~2008,~~ 2010 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and SIGNS + DECAL CORP having an office and place of business at 410 MORGAN AVE BROOKLYN NY 11211 (address) ("**Recipient**")

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with 1 WTC SIGNAGE (insert description of project/work) (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters, and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations, and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could

result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities, and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto, and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows

1. Defined Terms In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below

"**Authorized Disclosure**" means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto. (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A, and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project

"**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that

is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others The following Information shall not constitute Confidential Information for the purpose of this Agreement

Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information

Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement

"**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information

"**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities

"**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement

"**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U S C §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C F R Part 29 and any amendments thereto CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto

"**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing

"**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations

"**Port Authority Handbook**" means the Port Authority of N Y & N J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time

"**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities

"**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available

"**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U S C §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U S C §40119)

2. Use of Confidential Information All Confidential Information shall be used by the Recipient in accordance with the following requirements:

All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure

Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C F R §§ 15 17 and 1520 17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees

Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook

The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls

Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement

The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures Except as required by law pursuant

to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments

As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law

3. Disclosures and Discovery Requests If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority

4. Retention Limitations; Return of Confidential Information Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties The Recipient may request in writing that the Port Authority

consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority The Port Authority shall not unreasonably withhold its consent to such request If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information

5. Duration and Survival of Confidentiality Obligations The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority

6. Severability Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect

7. Injunctive and Other Relief Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security

8. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws

of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N J.S.A. 32 1-157 to 32 1-168)

9. Notices Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e g., Federal Express, Express Mail) Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery) Notices from either party (to the other) may be given by its counsel

The required address(es) of each party for notices delivered to it is (are) as set forth below Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 0.

If to the Port Authority: _____

_____

The Port Authority of New York and New Jersey

225 Park Avenue South, __th Floor

New York, NY 10003

with a copy to The Port Authority of New York and New Jersey

225 Park Avenue South - 15th Floor

New York, NY 10003

Attn General Counsel

If to the Recipient _____
_____
_____

with a copy to _____
_____
_____

10. Entire Agreement This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto

11. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document

12. Parties Bound This Agreement shall be binding upon the Recipient and its respective successors The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. Authority The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party

14. Disclosure of Ownership Rights or License Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information

15. No 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 Recipient with any liability, or held liable to the Recipient 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

16. Construction This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections

[*No further text on this page, signatures appear on next page*]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written

Dated New York, New York
JULY 9, 2010

RECIPIENT

ALI KHALFAN

By. _____

Title PRESIDENT

Date JULY 9 2010

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____(Title) of _____ (name of entity), a _____(type of entity and jurisdiction of formation) ("**Related Party**"), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in connection with _____(describe Project) for The Port Authority of New York and New Jersey (the "**Port Authority**") I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____ ____, _____, between _____ (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party

Signed _____

Print Name _____

Title _____

Date _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) ("**Related Party**"), am employed as a(n) _____(job title) by _____ (name of employer) I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated _____ ____, _____ (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement I understand that because of my employer's relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties

Signed _____

Print Name _____

Title _____

Date _____

APPENDIX A-2

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this ____ day of _____, 2008, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____(address) ("**Recipient**")

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with _____-_____(insert description of project/work) (collectively, the "Project(s)", or "Proposed Project(s)"), and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters, and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations, and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could

result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities, and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury, and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto, and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows

1. Defined Terms In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below

"**Authorized Disclosure**" means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A, and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project

"**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that

is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others The following Information shall not constitute Confidential Information for the purpose of this Agreement

Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information

Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement

"**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information

"**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities

"**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law or by the terms of this Agreement

"**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U S C §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C F R Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto

"**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer

generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing

"**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations

"**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities

"**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available

"**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U S C §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U S C §40119)

2. Use of Confidential Information All Confidential Information shall be used by the Recipient in accordance with the following requirements

All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, and applicable legal requirements Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure

Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure

and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C F R §§ 15 17 and 1520 17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees

Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures To assist Recipient in its determination of the adequacy of its Confidentiality Control Procedures, Recipient has been provided with a copy of the Port Authority's Information Security Handbook

The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls

Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement

The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any

"Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments

As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law

3. **Disclosures and Discovery Requests** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority The Port Authority shall not unreasonably withhold its consent to such request If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority Notwithstanding the foregoing, to the extent required for legal or

compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information

5. Duration and Survival of Confidentiality Obligations The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. Severability Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect

7. Injunctive and Other Relief Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security

8. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N J S A 32 1-157 to 32 1-168)

9. Notices Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e g , Federal Express,

Express Mail) Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery) Notices from either party (to the other) may be given by its counsel

The required address(es) of each party for notices delivered to it is (are) as set forth below Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 0

If to the Port Authority _____

_____

The Port Authority of New York and New Jersey

225 Park Avenue South, __th Floor

New York, NY 10003

with a copy to The Port Authority of New York and New Jersey

225 Park Avenue South - 15th Floor

New York, NY 10003

Attn General Counsel

If to the Recipient _____

_____

_____

with a copy to _____

_____

_____

10. Entire Agreement This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect

This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto

11. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document

12. Parties Bound This Agreement shall be binding upon the Recipient and its respective successors The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof

13. Authority The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party

14. Disclosure of Ownership Rights or License Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information

15. No 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 Recipient with any liability, or held liable to the Recipient 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

16. Construction This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections

[*No further text on this page, signatures appear on next page*]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written

Dated New York, New York

_____, ____, _____

RECIPIENT

_____

By: _____

Title _____

Date _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____(Title) of _____ (name of entity), a _____(type of entity and jurisdiction of formation) ("**Related Party**"), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in connection with _____(describe Project) for The Port Authority of New York and New Jersey (the "**Port Authority**") I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____ ____, _____, between _____ (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**") Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party

Signed _____

Print Name _____

Title _____

Date _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) ("**Related Party**"), am employed as a(n) _____(job title) by _____ (name of employer) I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated _____ ____, _____ (hereinafter the "**Agreement**") I understand that because of my employer's relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties

Signed _____

Print Name _____

Title: _____

Date _____

APPENDIX A-3

PORT AUTHORITY/PATH EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this ____ day of _____, 2008, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____, an employee of the Port Authority or PATH ("**Employee**"), having the Port Authority or PATH Employee Number _____

WHEREAS, security is of critical importance to the Port Authority in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations, and

WHEREAS, the safeguarding of confidential and sensitive information is an essential factor in the Port Authority's ability to carry out its responsibilities, and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis, and

WHEREAS, every employee having access to Confidential Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release

NOW THEREFORE, Employee hereby agrees, as follows

1 **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below

a "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part

b "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information

c "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial, or other proprietary, business Information concerning the Port Authority or its facilities.

d "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U S C §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C F R Part 29 and any amendments thereto CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto

e "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether orally, visually, in writing, photographically, electronically or any other form, including, without limitation, any and all copies of the foregoing

f "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations

g "**Port Authority Handbook**" means The Port Authority of N Y & N J Information Security Handbook, as may be amended by the Port Authority, from time to time

h "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49

CFR 1520, (49 U S C §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U S C §40119)

2 **Compliance with the Port Authority Handbook.** All Confidential Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook. Employee must maintain and dispose of Confidential Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook

3 **Use of Confidential Information.** Confidential Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee's job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority

4 **Disclosure of Information.** Until such time as the Information is no longer considered Confidential by the Port Authority, and that fact is communicated to the Employee in writing, the Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement When disclosure of such Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know-basis Copies of documents or materials in any form, format or medium, which contain disclosures of such Information, may only be made pursuant to the procedures established in the Port Authority Handbook

5 **Disclosures and Discovery Requests** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Confidential Information, the Employee must immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard If at any time Confidential Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer

6. **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Confidential Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority Any

failure to comply with, or any violation of, this Agreement, may result in legal action and/or disciplinary action against Employee

7 **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual, or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee

IN WITNESS WHEREOF, the Employee has executed this Agreement as of the date below

Dated New York, New York
_____ ____, 2008

EMPLOYEE

_____

By _____

Title _____

Date _____

APPENDIX B

INSTRUCTIONS ON NON-DISCLOSURE AND MAINTENANCE OF CONFIDENTIALITY OF PORT AUTHORITY CONFIDENTIAL INFORMATION

WHEREAS, security is of critical importance to the Port Authority of New York and New Jersey (the "Port Authority") in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations, and

WHEREAS, the safeguarding of certain confidential and sensitive information is an essential factor in the Port Authority's ability to carry out its responsibilities, and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis, and

WHEREAS, every employee having access to Confidential Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release, and

WHEREAS, these instructions on non-disclosure of confidential information ("Non-Disclosure Instructions" or "NDI") are intended to facilitate an employee's ability to perform his or her job, while at the same time ensuring the security of such Confidential Information

ACCORDINGLY, You, as the employee-recipient of these Instructions ("Employee"), are hereby informed that

1 **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below.

a. "**Confidential Information**" means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part

b "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information

c "**Confidential Proprietary Information**" means and includes Information which contains financial, commercial, or other proprietary, business Information concerning the Port Authority or its facilities

d "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S C §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C F R Part 29 and any amendments thereto CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII," as provided for in the referenced rules and regulations and any amendments thereto

e. "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether orally, visually, in writing, photographically, electronically or any other form, including, without limitation, any and all copies of the foregoing

f "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations

g "**Port Authority Handbook**" means The Port Authority of N Y & N J Information Security Handbook

h "**Sensitive Security Information**" has the meaning set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520,

(49 U S C §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U S C §40119)

2 **Compliance with the Port Authority Handbook.** All Confidential Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook Employee must maintain and dispose of Confidential Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook

3 **Use of Confidential Information.** Confidential Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee's job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority

4 **Disclosure of Information.** Until such time as the Information is no longer considered Confidential by the Port Authority, and that fact is communicated to the Employee in writing, the Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement, or who has not been given these Non-Disclosure Instructions When disclosure of such Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know-basis Copies of documents or materials in any form, format or medium, which contain disclosures of such Information, may only be made pursuant to the procedures established in the Port Authority Handbook

5 **Disclosures and Discovery Requests** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Confidential Information, the Employee must immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard If at any time Confidential Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer

6 **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Confidential Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority

Accordingly, you are further instructed that your failure to comply with these Non-Disclosure Instructions may result in legal action and/or disciplinary action being taken against you

7 **Duration and Survival of Confidentiality Obligations.** The obligations in these Non-Disclosure Instructions shall be perpetual, or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee

COPY PROVIDED TO

_____

By _____

Title _____

Date _____

APPENDIX C

Background Screening Criteria

S.W.A.C.™
Secure Worker Access Consortium

CONTENTS:

- Background Screening Specifications
- High Access Level Criteria
- Medium Access Level Criteria
- Standard Access Level Criteria

Criminal History
Background Screening Specifications

Social Security Number — Positive Identity Verification (PIV)
Federal District Court Search (each district of residence and employment)*
National Criminal Search*
Statewide Criminal Check (each state of residence and employment)*
County Criminal Search (each county of residence and employment)*
Sexual Offender Search (each resident state)*
Alien Immigrant Search
Immigration Violation Check
Fake Identification Convictions
State Driving Record
Check for material false statement or omission on application form
National Terrorist Watch List Search (OFAC-SDN)

Note* Within ten (10), seven (7), or five (5) years preceding date of application as noted on the HIGH, MEDIUM, and STANDARD Level of Clearance forms

Level of Clearance

HIGH

Secure Access Control Areas AND Confidential Privileged Information

I. No convictions ever in your lifetime if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offences

(a) Terrorism—A crime listed in 18 U S C. Chapter 113B—or a State law that is comparable

(b) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U S C 1961, et seq., or a State law that is comparable

(c) A crime involving a severe transportation security incident.

(d) Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportations system, or an infrastructure facility

(3) Improper transportation of a hazardous material under 49 U S C 5124, or a state law that is comparable,

(13) Murder

(15) Espionage

(16) Sedition

(18) Treason

(20) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I

II. No convictions within the past ten (10) years if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, from completion of sentence preceding the date of application against the following offences

(1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation,

(2) Interference with air navigation,

(4) Aircraft piracy,

(5) Interference with flight crewmembers or flight attendants,

(6) Commission of certain crimes aboard aircraft in flight,

(7) Carrying a weapon or explosive aboard aircraft,

(8) Conveying false information and threats, (e g , bomb threats, explosives in briefcase, etc in security areas)

(9) Aircraft piracy outside the special aircraft jurisdiction of the United States,

(10) Lighting violations involving transporting controlled substances,

(11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements,

(12) Destruction of an aircraft or aircraft facility,

(14) Assault with intent to murder

(17) Kidnapping or hostage taking

(19) Rape or aggravated sexual abuse
(21) Extortion
(22) Armed or felony unarmed robbery
(23) Distribution of, possession with intent to distribute, or importation of a controlled substance
(24) Felony arson
(25) Felony involving a threat
(26) Felony involving—
  (i) Willful destruction of property,
  (ii) Importation or manufacture of a controlled substance,
  (iii) Burglary or Robbery
  (iv) Theft,
  (v) Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering,
  (vi) Possession or distribution of stolen property,
  (vii) Aggravated assault,
  (viii) Bribery, or
  (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more that 1 year,
(26a) (x) Smuggling,
  (xi) Immigration violations, or
(27) Violence at international airports,
(e) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U S C 921(a)(3) or 26 U S C 5 845(a), or items contained on the U S Munitions Import List at 27 CFR 447 21
(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II

Under want, warrant, or indictment An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section II, is disqualified until the want or warrant is released or the indictment is dismissed

Level of Clearance
Up To MEDIUM
Secure Access Control Areas AND Confidential Information

I. No convictions ever in your lifetime if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offences

(a) Terrorism—A crime listed in 18 U S C Chapter 113B—or a State law that is comparable

(b) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U S C 1961, et seq , or a State law that is comparable

(c) A crime involving a severe transportation security incident

(d) Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportations system, or an infrastructure facility (3) Improper transportation of a hazardous material under 49 U S.C 5124, or a state law that is comparable,

(13) Murder

(15) Espionage

(16) Sedition.

(18) Treason

(20) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I

II. No convictions within the past ten (10) years if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, from completion of sentence preceding the date of application against the following offences

(21) Extortion

(22) Armed or felony unarmed robbery

(26) Felony involving—

(i) Importation or manufacture of a controlled substance,

(ii) Burglary or Robbery,

(iii) Theft,

(iv) Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering,

(v) Possession or distribution of stolen property,

(vi) Bribery, or

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II

Under want, warrant, or indictment An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section II, is disqualified until the want or warrant is released or the indictment is dismissed

III. No convictions within the past seven (7) years if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, from completion of

sentence preceding the date of application against the following offences

(14) Assault with intent to murder

(17) Kidnapping or hostage taking

(19) Rape or aggravated sexual abuse

(23) Distribution of, possession with intent to distribute, or importation of a controlled substance.

(24) Felony arson

(25) Felony involving a threat

(26) Felony involving—

(i) Willful destruction of property,

(ii) Aggravated assault,

(26a) Felony involving—

(i) Smuggling,

(ii) Immigration violations,

(b) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U S C 1961, et seq , or a State law that is comparable, other than the violations listed in paragraph (b) of Section I

(e) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U S C 921(a)(3) or 26 U S C 5 845(a), or items contained on the U S Munitions Import List at 27 CFR 447 21

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph III

Under want, warrant, or indictment An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section III, is disqualified until the want or warrant is released or the indictment is dismissed

Level of Clearance

Up To STANDARD

Secure Access Control Areas

I. No convictions ever in your lifetime if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offences

(a) Terrorism —A crime listed in 18 U S C Chapter 113B—or a State law that is comparable

(b) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U S C 1961, et seq., or a State law that is comparable

(15) Espionage

(16) Sedition

(18) Treason

(20) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I

II. No convictions within the past ten (10) years if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, from completion of sentence preceding the date of application against the following criminal offences

(21) Extortion

(26) Felony involving—

(i) Theft,

(ii) Dishonesty, fraud or misrepresentation, including identity fraud and money laundering,

(f) Unlawful sale, distribution, manufacture, import or export of a controlled substance that resulted in the conviction of an A Felony in the New York State Penal Law, or any comparable law in any State, or comparable Federal law

(28) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II

III. No convictions within the past five (5) years if convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, from completion of sentence preceding the date of application against the following criminal offences.

(g) Violent Felony Offenses (as defined in the New York State Penal Law §70 02) or any comparable law in any State

(28) Conspiracy or attempt to commit any criminal act listed in paragraph III

APPENDIX D

The Secure Worker Access Consortium (S W A C)

The Secure Worker Access Consortium (S W A C) is an online application that enables the secure collection, processing, maintenance and real-time validation of employee records As of October 1, 2007, S W A C is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and or regulation Additional information about S W A C , corporate enrollment and online applications can be found at http //www secureworker com or S W A C may be contacted at (866) 477-7922

- **Consultants / Contractors**
  - Step 1 - A firm representative completes the Corporate Membership Application Form online at www secureworker com Firms are encouraged to establish a Corporate Membership Account through which their workers will be processed
  - Step 1a: Employees & Workers of Contractors – Individual completes the Individual Membership Application Form online (A company administrator may complete this form on someone's behalf)
  - Step 2. The applicant is photographed, provides a digital signature and presents the required identification documents at an operational S W A C Processing Center
  - Step 3 S W A C ID Card is available for pickup The typical length of the process is one week To verify that an ID Card is ready for pickup, cal (866) 477-7922

- **Individuals**
  - Go to any operational S W A C Processing Center and the agent will assist you through the application process A method of payment will be required Required identification documents will need to be presented.

- **S.W.A.C. Processing Centers**

George Washington Bridge Port Authority Administration Building, Main Lobby
220 Bruce Reynolds Boulevard
Bridge Plaza South
Fort Lee, NJ 07024
* Tuesdays, 7.30AM to 3 30PM

John F Kennedy International Airport
Building #14
RE's Office Conference Room
Jamaica, NY
* Fridays, 7 30AM to 3 30PM

LaGuardia Airport (LGA)
Hanger #7S, 2nd Floor
Flushing, NY 11372
* Wednesdays, 7 30AM to 3 30PM

Port Authority Bus Terminal
625 Eighth Avenue (at 40th Street)
South Wing, 2nd Floor
New York, NY 10018
* Tuesdays, 7 30AM to 3 30PM

Port Ivory Marine Terminal
40 Western Avenue
(near the Goethels Bridge)
RE's office - 1st Floor
Staten Island, NY 10303
* Mondays, 7 30AM to 3 30PM

LaGuardia Airport (LGA)
Port Authority Administration Building
Hanger #7S, 2nd Floor
Flushing, NY 11371
Wednesdays, 7 30 AM to 3 30 PM

Newark Liberty International Airport (EWR)
70 Brewster Road
Building #70 Lobby
Newark, NJ 07114
* Mondays & Thursdays, 7 30AM to 3 30PM

Journal Square Transportation Center (JSTC)
One PATH Plaza
Concourse Level
(to right of EXCEL Federal Savings)
Jersey City, NJ 07306
* Daily, Monday thru Friday, 7 30AM to 3 30PM

World Trade Center
65 Trinity Place
(corner of Exchange Alley, across from SYMS clothing store)
New York, NY 10006
* Daily, 7 30AM to 3 30PM

APPENDIX E

[insert department name] DEPARTMENT

PORT AUTHORITY OF NY & NJ

CONFIDENTIAL PRIVILEGED INFORMATION

"WARNING" The attached is the property of The Port Authority of New York and New Jersey (PANYNJ) It contains information requiring protection against unauthorized disclosure The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ

At a minimum, the attached will be disseminated only on a need to know basis and when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure

Document Control Number: CP-[insert dept acronym]- [insert year]-[insert sequential number] – [insert copy number]

APPENDIX F

[insert address of Receipient]

Date:

From

The [insert department, division or project name] is providing a copy of the following items to (insert recipient's name and address)

Description	Date	Copy Number
Describe item	00/00/00	CP-[dept abbreviation]-08-XX-XX

Upon receipt, the items listed above must be safeguarded in accordance with the procedures identified in the "The Port Authority of New York & New Jersey Information Security Handbook " dated [month] [day], 2008

PLEASE SIGN AND RETURN TO

Document Control
[insert Port Authority department, division or unit]
Attn [SIM or SPM}
[Address]

I acknowledge receipt of the above items listed above and accept full responsibility for the safe handling, storage and transmittal elsewhere of these items

Name (PRINT) _____

Organization _____

Signature _____

Date _____

Title _____

APPENDIX G

GUIDELINES FOR THE STORAGE OF CONFIDENTIAL INFORMATION

I. GENERAL

This section describes the preferred methods for the physical protection of Confidential Information in the custody of PANYNJ personnel and their contractors, consultants, architects, engineers, et al Where these requirements are not appropriate for protecting specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO) Nothing in this guideline shall be construed to contradict or inhibit compliance with the law or building codes Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost

II. CONFIDENTIAL INFORMATION STORAGE

A. Approved Containers

The following storage containers are approved for storage of PANYNJ Confidential Information

1 A safe or safe-type steel file container that has a built-in three- position dial combination lock or electronic combination lock

2 Any steel file cabinet that has four sides and a top and bottom (all permanently attached by welding, rivets or peened bolts so the contents cannot be removed without leaving visible evidence of entry) and is secured by a rigid metal lock bar and an approved key operated or combination padlock The keepers of the rigid metal lock bar shall be secured to the cabinet by welding, rivets, or bolts so they cannot be removed and replaced without leaving evidence of the entry The drawers of the container shall be held securely so their contents cannot be removed without forcing open the drawer

B. Approved Locks and Locking Devices

The following locks and locking devices are approved for storage of PANYNJ Confidential Information

1 Any restricted keyway 7-pin tumbler lock or equivalent pick resistant lock where the keys are clearly marked "Do Not Duplicate "

2 A combination padlock such as a Sesamee four-position dial padlock See photo at right

C. Combinations to Security Containers, Cabinets, and Vaults

Only a minimum number of authorized persons shall have knowledge of combinations to authorized storage containers Containers shall bear no external markings indicating the level of material authorized for storage therein

1 A record of the names of persons having knowledge of the combination shall be maintained

2. Security containers, vaults, cabinets, and other authorized storage containers shall be kept locked when not under the direct supervision of an authorized person entrusted with the contents

3 The combination shall be safeguarded in accordance with the same protection requirements as the Confidential Information contained within

4 If a record is made of a combination, the record shall be marked with the category of material authorized for storage in the container, i e CP or SSI

D. Changing Combinations

Combinations shall be changed by a person authorized access to the contents of the container, or by the SIM or his or her designee Combinations shall be changed as follows

1 The initial use of an approved container or lock for the protection of Confidential Information

2 The termination of employment of any person having knowledge of the combination, or when the Confidential Information access granted to any such person has been withdrawn, suspended, or revoked

3 The compromise or suspected compromise of a container or its combination, or discovery of a container left unlocked and unattended.

4 At other times when considered necessary by the SIM or CISO.

E. Supervision of Keys and Padlocks

Use of key-operated padlocks are subject to the following requirements

1 A key and lock custodian shall be appointed to ensure proper custody and handling of keys and locks used for protection of Confidential Information

2 A key and lock control register shall be maintained to identify keys for each lock and their current location and custody

3 Keys shall be inventoried with each change of custody

4 Keys and spare locks shall be protected equivalent to the level of classified material involved

5 Locks shall be replaced after loss or compromise of their operable keys

6 Making master keys is prohibited

F. Document Retention Areas

Due to the volume of the Confidential Information in possession, or for operational necessity, it may be necessary to construct Document Retention Areas for storage because approved containers or safes are unsuitable or impractical Access to Document Retention Areas must be controlled to preclude unauthorized access During hours of operation this may be accomplished through the use of a cleared person or by an approved access control device or system. Access shall be limited to authorized persons who have an NDA on file, received appropriate training on the protection of information and have a bonafide need-to-know for the Confidential Information material/information within the area All other persons (i e visitors, maintenance, janitorial, etc) requiring access shall be escorted at all times by an authorized person where inadvertent or unauthorized exposure to Confidential Information cannot otherwise be effectively prevented During

non-working hours and during working hours when the area is unattended, admittance to the area shall be controlled by locked entrances and exits secured by either an approved built-in combination lock, an automated access control system or an approved key-operated lock Doors secured from the inside with an emergency panic bar will not require additional locking devices

G. Construction Requirements for Document Retention Areas

This paragraph specifies the minimum safeguards and standards required for the construction of Document Retention Areas that are approved for use for safeguarding Confidential Information These criteria and standards apply to all new construction and reconstruction, alterations, modifications, and repairs of existing areas They will also be used for evaluating the adequacy of existing areas

1 **Hardware:** Only heavy-gauge hardware shall be used in construction Hardware accessible from outside the area shall be peened, pinned, brazed, or spot welded to preclude removal

2 **Walls:** Construction may be of material offering resistance to, and evidence of, unauthorized entry into the area If insert-type panels are used, a method shall be devised to prevent the removal of such panels without leaving visual evidence of tampering

3. **Windows:** During nonworking hours, the windows shall be closed and securely fastened to preclude surreptitious entry

4 **Doors:** Doors shall be constructed of material offering resistance to and detection of unauthorized entry When doors are used in pairs, an astragal (overlapping molding) shall be installed where the doors meet

5 **Ceilings:** Where surrounding walls do not extend to the true ceiling, the ceiling shall either be hard capped with the same construction materials as the surrounding walls or removable tiles shall be clipped in place such that they cannot be removed without destroying tiles and providing evidence of intrusion

APPENDIX H

GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF CONFIDENTIAL INFORMATION.

I. GENERAL

This section describes the preferred methods for the disposal and destruction of Confidential Information in the custody of PANYNJ personnel and their contractors, consultants, architects, engineers, et al Where these requirements are not appropriate for disposal or destruction of specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO) Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost

- Confidential Information no longer needed shall be processed for appropriate archiving or disposal Confidential Information approved for destruction shall be destroyed in accordance with this section. The method of destruction must preclude recognition or reconstruction of the Confidential Information or material

- All persons in possession of Confidential materials shall establish procedures for review of their Confidential holdings on a recurring basis to reduce these inventories to the minimum necessary for effective and efficient operations Multiple copies, obsolete material, and Confidential waste shall be destroyed as soon as practical after it has served its purpose Any appropriate downgrading actions shall be taken on a timely basis to reduce the volume and to lower the level of Confidential material being retained

II. DISPOSAL AND DESTRUCTION

A. Destruction Requirements

All persons in possession of Confidential materials shall destroy this material in their possession as soon as possible after it has served the purpose for which it was released, developed or prepared, or as soon as possible after its designated retention period has expired

B. Methods of Destruction

1 Generally, Confidential material shall be destroyed by commercial grade cross cut shredders located conveniently throughout the workplace for use by authorized individuals Shred size shall not exceed 5/32" x 1 1/8"

2 Additionally, Confidential material may be destroyed by burning, pulping, melting, mutilation, chemical decomposition, or pulverizing (for example, hammer mills, choppers, and hybridized disintegration equipment) where shredding may not be appropriate Whatever method is employed must preclude recognition or reconstruction of the Confidential Information or material

3 Confidential material in microform, that is microfilm, microfiche, or similar high data density material, may be destroyed by burning or chemical decomposition, or other methods as approved by the CISO

4 Commercial destruction facilities may be used only with the approval of, and under conditions prescribed by, the SIM When commercial destruction facilities are utilized, they shall conform to all appropriate sub-contracting requirements to include appointment of a SIM, adherence to the requirements of the PANYNJ Information Security Handbook, receiving required security training and properly executing a Non-Disclosure and Confidentiality Agreement (NDA)

5 Electronically Stored Confidential Information must be deleted from all computer hard drives, tapes, CD's, DVD's, memory, and/or magnetic, analog, or digital media used to store or transport digital files The device used to store or transport any Confidential file will require a bit-by-bit overwrite of the storage area used by the file This overwrite process will write random data to each data byte that was previously occupied by Confidential Information, and will do so a minimum of

seven (7) times This will protect against having the deleted file recovered using data recovery tools Commercial tools are available to automate this process

C. Witness to Destruction

Confidential material shall only be destroyed by authorized personnel, whether in-house or contracted, who meet all of the PANYNJ criteria for awarding access authorization, have met all training requirements, have a properly executed NDA on file and have a full understanding of their responsibilities to ensure proper control of the materials while in their possession and complete destruction thereof

D. Destruction Records

Confidential Information is accountable and therefore any disposal in approved waste containers or destruction via convenience shredders must be reported to the issuing SIM, or his/her document control representative, indicating which documents were disposed/destroyed and the date of such action

Confidential waste shall be destroyed as soon as practical This applies to all waste material containing Confidential Information Pending destruction, Confidential waste shall be appropriately safeguarded (See also Appendix G - Guidelines for the Storage of Confidential Information)

III. CONFIDENTIAL WASTE

A. Approved Receptacles

1 Receptacles utilized to accumulate Confidential waste shall be constructed of substantial materials that would provide evidence of tampering Hinges and lids shall not be removable while the container is secured without leaving evidence thereof

2 All such receptacles shall be clearly identified as containing Confidential material

3 Slots shall be provided in such receptacles that allow for easy deposit of materials for destruction but preclude removal of deposited waste by insertion of a person's hand or tool

4. Locks, and the control thereof, on all Confidential waste receptacles shall meet or exceed the requirements of the PANYNJ Guideline for Storage of Confidential Information

B. Oversize Waste Materials

PANYNJ projects often involve large drawings and other materials associated with construction projects, which cannot be conveniently disposed of via office shredders or placed in typical slots on secure trash receptacles. In no cases shall such material be permitted to be placed or accumulate adjacent to secure receptacles while awaiting destruction Oversize materials awaiting destruction may be stored as follows

1 Within an approved Document Retention Area

2 Within a specially constructed secure waste receptacle where disposal slots have been specifically designed for accepting rolled drawings or other oversize materials and preclude the removal there from

3. Within a standard secure waste receptacle where the receptacle has been opened by an authorized individual to allow placement of the oversized item(s) into the container and it has been secured thereafter

APPENDIX I

Audit Procedures

COMPANY / ORGANIZATION

- Is the Company Non-Disclosure and Confidentiality Agreement properly executed and maintained in current status?
- Has a senior management official been designated as Security Information Manager (SIM), as required by the Handbook for Protecting Security Information? Has a deputy SIM been identified?

ACCESS AUTHORIZATIONS

- Has a Non-Disclosure Agreement been executed by each employee who has been afforded access?
- Is a current record maintained of all employees authorized access to Confidential and Privileged Security Information at the firm?
- Does the contractor provide a roster of all cleared employees to the PA as required? Is it current?

SECURITY EDUCATION

- Does the contractor provide all employees provided access to Confidential Information with security training and briefings commensurate with their involvement with the information?
- Are contractors who employ persons at other locations ensuring the required security training?
- Are the Non-Disclosure Agreements executed by employees prior to accessing the sensitive information?
- Do initial security briefings contain the minimum required information?
- Does the contractor's security education program include refresher security briefings?
- Are employees debriefed at the time of a termination, reassignment or project's completion regarding the requirements for continued safeguarding of Confidential

Information?

- Has the contractor established internal procedures that ensure authorized awareness of their responsibilities for reporting pertinent information to the SIM?
- Has the contractor established a graduated scale of administrative disciplinary action to be applied against employees who violate the Handbook?
- Are employees aware of Emergency Procedures?
- Does management support the program for safeguarding Port Authority Confidential and Privileged Security Information?

STANDARD PRACTICE PROCEDURES

- Is the Confidential Information Practice and Procedures ("CIPP") document current and does it adequately implement the requirements of the Handbook?
- A CIPP only needs to be prepared when the Departmental Information Security Officer ("DISO") believes it necessary for the proper safeguarding of Confidential Information

SUBCONTRACTING

- Have all Subcontractors properly executed the Non-Disclosure and Confidentiality Agreement?
- Has a Non-Disclosure Agreement been executed by each of the Subcontractor's employees who has been afforded access?
- Is a current roster maintained of all Subcontractor employees authorized access to Confidential Information at the firm?
- Does the Subcontractor provide this roster to the Prime Contractor's SIM as required? Is it current? Does it include the date that the agreement was signed? Is it included in the Prime Contractor's Team Roster?
- Does the contractor complete all actions required in the Handbook prior to release or disclosure of Port Authority Confidential Information to subcontractors? Has the Subcontractor been provided a Handbook?
- Has a senior management official of the Subcontractor been designated as the Security Information Manager (SIM), if required by a CIPP?

- Has a deputy SIM been identified?
- Is the safeguarding capability of all subcontractors determined as required?
- Is the requirement to abide by security procedures identified in the Handbook incorporated into each subcontract?
- Does the Subcontractor have an adequate understanding of the Handbook's requirements and the types of information that require safeguarding?

VISIT CONTROL

- Are procedures established to ensure positive identification of visitors prior to disclosure of Confidential Information?

CLASSIFICATION

- Does the contractor have adequate procedures for evaluating Confidential material being created, extracted, or summarized?
- Is contractor-developed Confidential Information appropriately marked, and protected?

PUBLIC RELEASE

- Does the contractor obtain the approval of the Port Authority prior to public disclosure of *ANY* information pertaining to a security program contract?

STORAGE

- Has the contractor established a system of security checks at the close of each working day to ensure that sensitive material is secured?
- How would the Confidential material be safeguarding during an emergency?
- Is a record of the names of persons having knowledge of the combinations to security containers maintained?
- When combinations to containers are placed in written form, are they stored appropriately?
- Do authorized persons, when required, change combinations to security

containers?

MARKINGS

- Is all Confidential material, regardless of its physical form, marked properly?
- Is all Confidential material marked to show the name and address of the facility responsible for its preparation and the date of preparation?
- Are overall markings marked conspicuously as required?
- Are protective markings applied to Confidential compilations if required?

TRANSMISSION

- Is Confidential Information properly prepared for transmission outside the facility?
- Are Transmittal Receipts included with Confidential Information if required?
- Is a suspense system established to track transmitted documents until the signed receipt is returned?
- Are authorized methods used to transmit Confidential material outside the facility?
- Is the NDA of the receiving facility determined prior to transmission of Confidential Information?

CONFIDENTIAL PRIVILEGED MATERIAL CONTROLS

- Do contractor employees understand their safeguarding responsibilities?
- Is the contractor's accountability system capable of facilitating the retrieval and disposition of Confidential material as required?
- Are external receipts and dispatch records maintained as required?
- Is all Confidential material received at the contractor facility and delivered directly to designated personnel?

- Do contractor employees promptly report the loss, compromise, or suspected compromise of Confidential Information to the SIM?

DISPOSITION

- Is a program established to review Confidential retention on a recurring basis for the purpose of reduction?
- Is Confidential material destroyed as soon as possible after it has served its purpose?
- Does the contractor employ an effective method of destruction?
- Is Confidential material destroyed by the appropriate employees?
- Is Confidential waste properly safeguarded until its timely destruction?

REPRODUCTION

- Does the facility's reproduction control system keep reproduction of Confidential material to a minimum?
- Is the reproduction of Confidential Information accomplished only by properly authorized, and knowledgeable employees?
- Is reproduction authorization obtained as required?
- Are reproductions of Confidential material reviewed to ensure that the markings are proper and legible?

AUTOMATED INFORMATION SYSTEMS (AIS)

- Are appropriate physical controls being exercised over approved AIS?
- Are AIS media containing Confidential Information handled in a manner consistent with the handling of Confidential documents?
- Are all AIS storage media, internal memory, and equipment, that contain Confidential Information, properly sanitized prior to removal from protection?

Suggested Questions When Interviewing Employees NOT Authorized Access to Confidential Information:

- What is Confidential Information?
- Have you ever seen Confidential Information?
- If you found Confidential Information unprotected, what would you do?

Suggested Questions When Interviewing Employees Authorized Access to Confidential Information:

- What is your job title/responsibility?
- Which contract or program requires you to access this information?
- How do you access the information?
- How long have you been authorized access?
- When was your last access to Confidential Information?
- Have you ever had access to Confidential Information outside of this facility?
- Did anyone else from the facility accompany you?
- Did you take any Confidential notes or Confidential Information back to the facility?
- What procedures were followed to protect this information?
- Where is this information now?
- Have you ever provided access to Confidential Information to visitors?
- How did you determine their need-to-know?
- Have you ever been approached by anyone requesting Confidential Information?
- Do you ever work overtime and access Confidential Information?
- When was the last time that you had a security briefing?
- What can you recall from this briefing?
- Have you ever been cited for a security violation?
- What would YOU do if YOU committed a security violation or discovered one?
- Do you have the combination to any storage containers?
- Who other than yourself has access to these containers?
- Is a record maintained of the safe combination? If so, where?
- Do you reproduce or generate Confidential Information?
- Where do you typically work when you generate Confidential Information?
- What procedures do you follow to protect Confidential Information while working on it?

- Do you ever use a computer to generate Confidential Information? How do you mark this Information?
- Please produce the guidance that you used Is it accurate?
- What procedures do you employ when hand carrying Confidential material?
- Have you reproduced Confidential Information? Describe the procedures
- Have you destroyed Confidential Information? What procedures were used?
- Do you have any questions regarding security?

INITIAL HERE AK

RIDER "G"
SUSTAINABLE DESIGN / CONSTRUCTION GUIDELINES AND LEED CERTIFICATION
GENERAL REQUIREMENTS
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

May 11, 2007
(Revision #6)

Sustainable construction requirements will be implemented for all Work that is performed on this Project to enhance the protection of the public, construction workers, and the environment The Contractor shall include all cost associated with developing, implementing, filing of compliance documentation with the appropriate government agency, and monitoring as it relates to the Work included in this Contract

Contractor shall cause each of its Subcontractors to comply with and be subject to all of the terms and conditions in this Rider G with which Contractor is obligated to comply or to which Contractor is subject Any reference to Rider G includes all plans generated by Rider G Contractor shall provide a copy of this Rider G and each plan described in this Rider G to Subcontractor In the event Contractor fails to provide such copies, Subcontractor shall remain obligated to comply with and shall be subject to all terms and conditions in this Rider G

The Contractor shall comply with the requirements for the guidelines developed by the Lower Manhattan Development Corporation entitled

Sustainable Design Guidelines Introduction
World Trade Center Redevelopment Projects

The guidelines are available at the following link
http //renewnyc com/content/pdfs/rod/04_Appendix_D pdf

The Contractor shall comply with the requirements for LEED CS 2 0 as developed by the United States Green Building Council (USGBC)

The guidelines are available at the following
http // www.usgbc org

The Contractor shall comply with the following SDG Plans, and LEED Credit Requirements, as pertains to this Contractor's Work. This Contractor will be required to submit all documents required in the following plans, also as pertains to this Contractor's Work

A. Non-compliance
The Contractor will be issued a written Notice of non-compliance by the Construction Manager in the event that the Work of this Contractor creates conditions which fail to comply with the requirements of this Rider G All non-compliances shall be remedied by the Contractor within twenty-four (24) hours of Construction Manager's issuance of such Notice of non-compliance The failure of the Contractor to perform all corrective actions within this period may constitute a reason for the Construction Manager or 1 WTC to withhold payments to the Contractor in accordance with the terms of the Contract

B. Payment, Liability, and Claims
The Contractor's compliance with this Rider G and any applicable regulations shall not be grounds for claims The Construction Manager and 1 WTC shall be fully indemnified by Contractor of any liability or claims attributable to actions taken by this Contractor to comply with the requirements of this Rider G which result in equipment malfunction or failures, work stoppages, fouling, or any other result whatsoever All costs and fees incurred for compliance with the requirements of this Rider G shall be paid by the Contractor at no additional cost to the Construction Manager or 1 WTC

C. Testing and Inspection
All specified testing and inspection services will be performed by the Construction Manager Any additional testing and inspection which is required as a result of this Contractor's Work creating a non-compliant condition will be charged to that Contractor

Scope of Work shall include, but not be limited to, all the Work in the following Sustainable Design Guideline (SDG) Plans and LEED Credits, except such Work as may be specifically excluded in Rider "A," Paragraph "C," "WORK NOT IN CONTRACT"

A SDG SEQ-5 Construction Environment Plan TCC

INITIAL HERE AK

B	SDG SEQ-6 Construction Storm Water Runoff and Pollution Prevention Plan
	LEED SS-P1 – Erosion and Sedimentation Control Plan
C	LEED EA-P1 – Fundamental Building Systems Commissioning
D	LEED EA-C1 – Optimize Energy Performance
E	LEED EA-C3 / C6 – Renewable Energy / Green Power
F	SDG MEQ-1 Comprehensive Material Management Plan
	LEED MR-C4 1 & 4 2 – Recycled Content
G	SDG MEQ-2 Construction Waste Management Plan
	LEED MR-C2 1 & 2 2 – Construction Waste Management
H	LEED MR-C3 – Material Reuse
I	LEED MR-C5 1 & 5 2 – Regional Materials
J	LEED MR-C6 – Certified Wood
K	SDG IEQ-1 IAQ (Indoor Air Quality) Performance Management Plan
L	SDG IEQ-5 Construction IAQ (Indoor Air Quality) Management Plan
	LEED EQ-C3 – Construction IAQ Management Plan
M	LEED EQ-CR 4 1 – Low Emitting Materials – Adhesives and Sealants
	LEED EQ-CR 4 2 – Low Emitting Materials – Paints and Coatings
	LEED EQ-CR 4 3 – Low Emitting Materials – Carpet Systems
	LEED EQ-CR 4 4 – Low Emitting Materials – Composite Wood and Agrifiber
N	SDG IEQ-9 Integrated Pest Management Plan

A. SDG SEQ-5: Construction Environment Plan

Contractor shall provide all methods and means to reduce pollution and noise from its construction activities and vehicles to the adjoining neighborhood in compliance with SEQ-5, Construction Environment Plan The Contractor will submit documentation for all fuel and engines it uses on the Project

Purpose: To reduce pollution, dust, diesel emissions, noise, and vibration from construction activities and vehicles.

Action:

- Context This Construction Environment Plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation. Prime responsibility for implementing the provisions of this plan rests with the Contractor and his respective Subcontractors, acting under the supervision of the Construction Manager

- Introduction The intent of this plan is to reduce pollution, noise and vibration from construction activities and vehicles

- Project Measures

1. Air Quality: Diesel Emission Mitigation

a. Ultra Low Sulfur Diesel Fuel

All diesel-powered non-road equipment to be used in the performance of Work under this Contract shall use Ultra Low Sulfur Diesel (ULSD) fuel that is certified to contain an average sulfur content of no more than 15 parts per million (ppm) as determined over a six month period. In the event that the Contractor can clearly demonstrate that ULSD fuel with an average sulfur content of not more than 15 ppm is not available, a written waiver may be granted by the Construction Manager until such time that the ULSD fuel has become available, or an approved equal is determined by the Construction Manager to satisfy the intent of this Rider The Construction Manager shall collect monthly samples of the ULSD fuel used during the period directly from the fuel tanks of the non-

road diesel-powered equipment used on the construction site The Testing Standards shall include but are not limited to

- ASTM D6920 - 03 "Total Sulfur in Naphthas, Distillates, Reformulated Gasolines, Diesels, Biodiesels, and Motor Fuels by Oxidative Combustion and Electrochemical Detection," or

- ASTM D6428 - 99 "Test Method for Total Sulfur in Liquid Aromatic Hydrocarbons and Their Derivatives by Oxidative Combustion and Electrochemical Detection "

The ULSD fuel shall be obtained from any distributor capable of meeting the requirements of this specification All ULSD fuel shall be dispensed directly on the construction site from either a dedicated on-site fuel storage facility or segregated truck delivery In the case of on-site storage, all such facilities shall comply with all applicable jurisdictional codes pertaining to the storage and dispensing of fuel The details of which shall be submitted to and approved by the Construction Manager prior to implementation

A listing of ULSD fuel suppliers is included on the following web page under ULSD fuel Suppliers

http //www epa gov/otaq/retrofit/cont_fuels htm

Additionally, all diesel-powered on-road vehicles traveling to the jobsite, as well as stationary equipment used in the performance of Work at the jobsite, must use ULSD fuel, and will be required to provide fuel receipts demonstrating compliance. All Subcontractors and vendors are required to conform to the requirements noted herein

b. Diesel Emissions Control Technologies

All non-road diesel-powered equipment with a rated horsepower of 50 HP or greater shall be retrofitted with Emissions Control Devices (devices) utilizing the best available technology The retrofit devices shall consist of Diesel Particulate Filters (DPFs), or other measures of equivalent particulate matter (PM) removal efficiency wherever the implementation of such a device is feasible In cases where DPF(s) are not feasible for safety considerations, mechanical reasons, or where the technology would not function properly, the Contractor shall submit a request for a waiver to the Construction Manager for review and approval prior to the use of the equipment If the Construction Manager grants the waiver, Diesel Oxidation Catalysts (DOCs), shall be used Only in the following cases will the use of diesel engines with a rated horsepower of 50HP or greater without tailpipe reduction measures be permitted by the Construction Manager

- Where for technical reasons neither DPFs or DOCs can be used effectively, and the operation cannot be performed by another engine or other means,

- To immediately remedy safety and health hazards,

- In response to emergencies

Such reductions are to be targeted primarily toward the reduction of PM and secondarily on the reduction of nitrogen oxides (NOx), and shall in no event result in an increase in the emissions of either pollutant The devices shall be contained in the U S Environmental Protection Agency (EPA) Verified Retrofit Technology List, the list of California Air Resources Board (CARB) Verifications, Europe's Verified Technology List (VERT), or as otherwise approved by the Construction Manager to provide the maximum level of pollutant reductions intended under this Rider For more information, refer to the following websites

U S Environmental Protection Agency Verified Technology List
http //www epa gov/otaq/retrofit/retroverifiedlist htm

California Air Resources Board Verified Technology List
http //www arb ca gov/diesel/verdev/level3/level3 htm

Europe' Verified Technology List
http //www akpf org/pub/vertfilterliste pdf

Vendors of such technologies include Cleaire, Huss, DCL International, Engelhard, Johnson-Matthey, Fleetguard Emission Solutions, E-Global Solutions, Donaldson, Engine Control Systems, or other approved equal

c. Diesel Construction Equipment Age Requirements

In order to facilitate the application of verified emission control devices as well as provide lower baseline emissions, all equipment used for the performance of Work under this Contract must use post-1995 fuel injection engines which meet Tier II engine emissions standards, as defined in 40 CFR Section 89 112 Exceptions will be made only for specific engines that are not yet commercially available as Tier II, and where the task cannot be reasonably accomplished using alternative engines or means which do comply with these demands In such cases, the Contractor shall submit a request for a waiver to the Construction Manager for review and approval prior to the use of such equipment

d. Contractor Diesel Emissions Mitigation Plan for Non-Road and On-Road Engines/Equipment

A Diesel Emission Mitigation Plan (the "DEM Plan") shall be prepared by the Contractor and submitted to the Construction Manager for review and approval prior to the use of any diesel-powered engines, including non-road and on-road vehicles The DEM Plan shall identify all engines and vehicles to be utilized in the performance of Work under this Contract No Work involving the use of non-road diesel-powered engines shall proceed under this Contract until a DEM Plan is submitted and approved by the Construction Manager Once approved, no changes in or deviations from the DEM Plan will be permitted unless approved by the Construction Manager The DEM Plan shall address the control of emissions from all diesel-powered equipment and vehicles including on-road vehicles (i e , diesel-powered trucks) and non-road equipment not retrofitted with devices The contents of the DEM Plan shall specifically address the following

1 Work Zone Creation The Construction Manager shall establish and Contractor shall utilize on-road vehicle (i e , diesel trucks) staging zones for the off-loading and loading of materials to and from the construction site Such zones shall be located to minimize the impact of pollutants from diesel engines and vehicles on sensitive receptors and the general public In addition, the Contractor shall ensure that its diesel-powered engines and vehicles are located away from the fresh air intakes as determined by the Construction Manager

2 Contractor shall comply with the material staging and access requirements as set forth in Chapter 21 of the Final Environmental Impact Statement and in the Record of Decision

3 Designated truck routes have been established to minimize impact on adjacent community Contractor shall utilize these truck routes provided by the Construction Manager

4 Diesel Engine Idling Time The idling time of non-road and on-road vehicles shall be limited to three (3) consecutive minutes as determined by the Construction Manager except as follows

- When an on-road vehicle is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control
- When it is necessary to operate heating, cooling or auxiliary equipment installed on the vehicle when such equipment is necessary to accomplish the intended use of the vehicle
- To bring the vehicle to the manufacturer's recommended operating temperature In this event, the temperature requirements must be indicated in the Diesel Emission Mitigation Plan as an exception
- When the outdoor ambient temperature is below twenty (20) degrees Fahrenheit
- When the vehicle is being actively worked on for repairs or maintenance

5 Electrification The Construction Manager shall develop and implement a plan to distribute temporary electrical power throughout the construction site The Contractor shall comply with the requirements of such plan The plan shall identify all diesel-powered equipment intended to be used for the performance of construction, and indicate the availability of alternate electrically powered versions, in order that Construction Manager can prepare such a plan, Contractor shall identify to Construction Manager all such diesel-powered equipment and the availability of such alternate versions In cases where electrically powered versions are available, only the electrically powered version shall be used At a minimum, all stationary equipment (e g , air compressors, grout plants, mixers, pumps, welding machines, etc) required for the performance of Work that can be practicably replaced with an electrically powered version shall be powered electrically in lieu of diesel engines

e. Limited Work Zone

Adjacent to the Route 9A walkway/bikeway in the vicinity of the east-west pedestrian concourse, the modeled concentration of particulate matter (PM 2 5) over a 24-hour period could exceed the National Ambient Air Quality Standards Therefore, to ensure that such potential exceedances are mitigated, the Contractor shall not operate non-road diesel-powered equipment in this "Limited Work Zone" during periods of extreme meteorological conditions without the approval of the Construction Manager

f. Submittals:

1. Inventories: On-Road and Non-Road Diesel Equipment and Engines, and Verified Emission Control Devices.

No Work shall commence utilizing diesel-powered non-road engines and vehicles or motor vehicles ("engines or vehicles") with a rated horsepower equal to or greater than 50HP until the Contractor submits a comprehensive and complete inventory list inclusive of all such engines and vehicles including the specifics of each as detailed in the following subparagraph, and same is approved by the Construction Manager

In the event that the Contractor clearly demonstrates to the Construction Manager that no emission control device is available for a particular engine or vehicle, or the retrofit of such a device may endanger the operator or those working nearby, the Construction Manager may grant a waiver to permit the use of such an engine or vehicle Nonetheless, the engine or vehicle must be included on the inventory list, and the Contractor must continue to demonstrate a reasonable effort to determine the availability of a substitute engine or vehicle of equivalent performance

The inventory list shall be provided in an electronic format, and shall include the following

a The owner, whether the Contractor, Subcontractor, or rental firm The firm name, address, telephone number and contact person familiar with the operation and maintenance of the equipment and the emission control technologies;

b The number, type, make, year of manufacture, manufacturer and serial number,

c The engine type, make, horsepower rating, year of manufacture, and serial number,

d The approximate fuel consumption rate per shift,

e The anticipated duration of use, and days and hours of operation,

f Retrofit type, make, model, manufacturer, installation date, EPA or CARB verification number or supporting documentation related to emission control devices

2. **On-Going Equipment Updates and ULSD Fuel Deliveries:**
The Contractor shall submit a weekly update to the Construction Manager of the inventory list of all diesel-powered non-road equipment This update shall include the baseline inventory list, and a compilation of all ULSD fuel deliveries during the week, including delivery tickets

3. **Ultra Low Sulfur Diesel Fueling Plan**
The Contractor shall submit his fueling plan, identifying the proposed ULSD fuel supplier, independent test results of sulfur content of the proposed supplier's fuel as determined by the Testing Standards referenced in the preceding Section entitled "Ultra Low Sulfur Diesel (ULSD) Fuel", and a description of segregated truck delivery or on-site fuel distribution plans

2. Air Quality: Dust Control

The Contractor shall control fugitive dust at all times – 24 hours a day, 7 days per week, including non-working days, weekends and holidays. The requirements for controlling fugitive dust dispersions within the construction site during the performance of Work under this Contract, such as earth moving and demolition activities, shall include the following

- The spraying of a (non-hazardous, biodegradable) dust suppressing agent,
- The physical containment of fugitive dust particles through the use of tarps or other wind protection devices,
- The adjustment for meteorological conditions, as appropriate,
- Wheel washing of all non-road and on-road vehicles leaving the site including the containment and treatment of wash water,
- The wetting and covering of all trucks loads containing materials delivered to or removed from the site that may generate fugitive dust,
- The routine wetting and cleaning of streets and access roads within the construction site

a. Submittals:

The Contractor shall comply with all federal, state and local laws and regulations applicable to the control and mitigation of fugitive dust dispersion The Contractor shall submit a Dust Control Plan ("DC Plan") to the Construction Manager for review and approval to address the specific measures contained in this Section The DC Plan shall include contact information for responsible individual(s) from the Contractor with 24 hour, 7 days per week availability, and who have been vested with the authority to implement all controls and mitigation measures identified in the DC Plan The DC Plan must detail all dust control procedures for all such controls and measures as approved by the Construction Manager, and be job specific to address all anticipated Work activities that may generate fugitive dust dispersions (e g , demolition, saw-cutting, pavement milling, haul roads, etc)

3. Noise Abatement

The Construction Manager and Contractor shall control and mitigate noise in the performance of the Work during all hours of construction All construction activities shall be controlled to comply with the following noise levels

Table 1: Noise Limitation Thresholds For Sensitive Receptor Sites – Resultant noise at sensitive receptor sites shall not exceed the following levels

TIME 8-hour Leq (dBA) Limit
Weekdays, 7AM to 6 PM 80
All Other Times 70

The Contractor shall use equipment that ensures that the noise generated during all construction activities, including the performance of its Work, does not exceed the threshold levels indicated in Table 1 In addition, the following specific noise mitigation measures indicated in Table 2 shall be implemented during the use of impact wrenches, pavement breakers and pneumatic grout drills, to ensure that the noise threshold limits of Table 1 are not exceeded

Table 2: Noise Criteria For Specific Equipment

Equipment Noise Mitigation Measure
Impact wrenches Use impact wrenches with a noise emission level of 82 dBA at 50 feet
Pavement breakers Install mufflers on pavement breaker cylinders
Pneumatic grout drills Place drills inside acoustic enclosures

Other than the specific equipment and mitigation measures listed in Table 2, and in the event that Construction Manager determines that the Contractor has exceeded the noise thresholds specified in Table 1, the Construction Manager may direct the Contractor to implement, at Contractor's own cost, abatement measures deemed appropriate by the Construction Manager and/or as specified and approved in the Contractor's Noise Control And Abatement Plan (the "NCA" Plan)

Where practicable, the Construction Manager and Contractor shall schedule all construction activities to avoid and minimize any adverse acoustic noise that could impact sensitive receptors as determined by the Construction Manager Acoustical sensitive receptors presently include the Millennium Hotel on Church Street, Embassy Suites on Vesey Street, Multi Family Residential Structure on the corner of Park Place and West Broadway, 114 Liberty Street and the World Financial Center Sensitive receptors may be added as deemed appropriate by Construction Manager

a. Contractor Noise Control And Abatement Plan

The Construction Manager and each Contractor shall comply with all appropriate federal, state and local laws and regulations applicable to noise control and mitigation The Construction manager shall develop and submit to 1 WTC for review and approval an NCA Plan that describes the Construction Manager's intended mitigation procedures and methods to control and mitigate noise generated during the performance of Work under this Contract The NCA Plan shall specifically address the following

1 Means and methods for the implementation of all control and mitigation measures including all calculations and supporting documentation,

2 Design drawings of noise abatement enclosures and barriers, signed and sealed by a licensed professional engineer in the State of New York;

3 Description of physical noise mitigation materials, including the name of manufacturer and its specifications All such materials shall be fire resistant;

4 Catalog Cuts and technical data sheets of construction equipment to be employed during Work of this Contract,

5 Baseline background noise measurements taken prior to the start of construction,

6 Construction noise assessment The method for predicting the construction noise impact shall be the Federal Highway Administration (FHWA) prediction method, or similar

b. Construction Noise Monitoring

To ensure compliance with this Section 3, the Construction Manager shall identify and submit to 1 WTC for review and approval the qualifications of an acoustical firm to provide assistance in the development and implementation of the NCA Plan The acoustical firm shall also provide noise monitoring services on the site Both the Construction Manager and the Contractor shall comply with the terms and conditions of the NCA Plan

The qualifications of the acoustical firm shall be as follows.

1 The firm shall have within the preceding five years provided noise measurement, monitoring and analysis consulting services on at least three projects of similar size and complexity that included specific noise control and abatement initiatives, preferably in the City of New York,

2 The entity designing the noise mitigation measures and performing the noise assessment shall be a member in good standing with the National Council of Acoustical Consultants,

3 The firm shall have a Noise Control Engineer (NCE) on staff or under contract who is either certified by the Institute of Noise Control Engineers (INCE), or has earned a baccalaureate or higher degree from an accredited college or university in engineering, physics, acoustics or architecture which devoted courses to the principles of acoustics The NCE shall be fully familiar with the means, methods, materials, equipment and designs associated to noise control and abatement,

4 Each employee of the firm who will actually perform measurements or monitoring in the field shall be a Noise Control Officer (NCO) The NCO shall have been trained in the review and mitigation of community noise issues, and the standard methods for noise measurement and monitoring, including the use of all associated equipment and data collection Training shall have been by a NCE certified by INCE, by the NCE on staff at the firm, or by other NCO(s) with a minimum of three (3) years experience The NCO shall possess a working knowledge of all applicable standards

Upon the approval by 1 WTC, the Construction Manager shall immediately procure the services of the firm to perform baseline background noise measurements at the construction site and near the sensitive receptors identified above The background noise monitoring shall be performed to determine the "noise signature" or "noise level trend" for the construction site and the immediate vicinity

A complete construction noise assessment for the Project shall be conducted The method for predicting the construction noise impact shall be the FHWA prediction method, or similar, approved by the Construction Manager The NCA Plan shall be submitted to 1 WTC by the Construction Manager for review a minimum of one month prior to the commencement of Work unless otherwise directed by the Construction Manager

The Construction Manager shall measure the noise levels and submit a written report to verify compliance with the allowable noise thresholds on a weekly basis, or as otherwise deemed necessary by 1 WTC, throughout the duration of construction activities to ensure compliance Readings shall be taken on a continuous basis during any construction activity, including, but not limited to, the delivery of materials and movement of construction equipment The Construction Manager may monitor noise levels at known sensitive receptors or other locations as deemed appropriate to verify compliance When noise level measurements with respect to the Contractor's Work exceed the allowable thresholds, the Contractor, with approval by the Construction Manager, shall cease performance of the Contractor's Work and immediately implement the mitigation procedures indicated in the approved NCA Plan as directed by the Construction Manager If applicable procedures are not included in the NCA Plan, revised procedures are to be developed and implemented Such revised procedures are to be incorporated in the NCA Plan as a revision, and submitted to the Construction Manager for review and approval In the event of a conflict between the Contractor's noise level measurements and those taken by 1 WTC, 1 WTC's noise level measurements shall prevail

c. **Submittals:**

1 Construction Manager shall submit an NCA Plan for review and approval by 1 WTC prior to commencement of any Work The submittal shall include all revisions, and a copy of the approved NCA Plan revisions shall be provided to each Contractor and Subcontractor prior to the commencement of such Work The Subcontractor shall be specifically obliged to comply with the requirements of the approved NCA Plan in the provisions of his subcontract

2 Construction Manager shall submit the name and qualifications of the acoustical firm, the name and qualifications of the firms NCE's and NCO's

3 Construction Manager shall submit a weekly report to 1 WTC summarizing the noise measurement readings taken at the construction site. All events that exceed the limits indicated in Tables 1 or 2 shall be clearly indicated and the corrective action taken to address the cause

4. Vibration Abatement

The Construction Manager and Contractor shall control and mitigate vibration during all hours of construction The Construction Manager shall develop and implement specific construction vibration mitigation measures to protect historic properties from increased vibration levels associated with construction activities at the site (see Section 5 Historic Resource Protection) In conjunction with the protection of historic properties, overall construction vibration abatement and monitoring shall be addressed as follows

a. Contractor Vibration Control And Abatement Plan

The Construction Manager and Contractor shall comply with all appropriate federal, state and local laws and regulations applicable to vibration control and mitigation The Construction Manager shall develop and submit to 1 WTC for review and approval a Vibration Control And Abatement Plan (the "VCA Plan") that describes Construction Manager's intended mitigation procedures and methods to control and mitigate vibration during the performance of Work under this Contract The VCA Plan shall specifically address the following

1 Means and methods for the implementation of all control and mitigation measures including all calculations and supporting documentation,

2 Baseline background vibration measurements taken prior to the start of construction,

3 Construction vibration assessment The method for predicting the construction vibration levels to be approved by the Construction Manager

b. Construction Vibration Monitoring:

To ensure compliance with this Section 4, the Construction Manager shall identify and submit to 1 WTC for approval the qualifications of a firm to provide assistance in the development and implementation of a VCA Plan, and to provide vibration monitoring on the construction site. The qualifications of the firm shall be as follows

1 The firm shall have within the preceding five years provided vibration measurement and analysis consulting services on at least three projects of similar size and complexity that included specific noise control and abatement initiatives, preferably in the City of New York

2. Each employee of the firm who will actually perform measurements or monitoring in the field shall possess appropriate training, and have demonstrated experience in the measurement and implementation of mitigation techniques for similar types of construction projects

Upon the approval by 1 WTC of a vibration control firm, the Construction Manager shall immediately procure the services of the firm to perform baseline vibration measurements at the construction site and near the historic properties identified above, and submit a report to 1 WTC, including a review and assessment of the existing vibration levels relative to the allowable threshold

On a weekly basis, or at other intervals deemed appropriate by 1 WTC, the Construction Manager shall submit a written report to verify compliance with the allowable vibration threshold based on vibration measurements taken continuously at the construction site and near the historic properties for the duration of the Work The Construction Manager may also monitor vibration levels at locations deemed appropriate to verify compliance

When vibration level measurements exceed the allowable thresholds for any Work being performed by a Contractor, then the Contractor, if instructed by the Construction Manager, immediately shall cease performance of Contractor's Work and/or implement the mitigation procedures described in the approved VCA Plan as directed by Construction Manager If applicable procedures are not included in the VCA Plan, revised procedures are to be developed and implemented by Construction Manager only with the approval of 1 WTC Such revised procedures are to be incorporated in the VCA Plan as a revision, and resubmitted to 1 WTC for review and approval In the event of a conflict between the Construction Manager's vibration level measurements and those taken by 1 WTC, 1 WTC's measurements shall prevail

5. Cultural and Historic Resource Protection

Consistent with the stipulations of the executed Memorandum of Agreement (MOA) pursuant to Section 106 of the National Historic Preservation Act, a Resource Protection Plan (RPP) was developed by the Port Authority in consultation with its Project Historical Architect (PHA) The purpose of which is to protect historically significant elements of the World Trade Center site ("WTC site") that are to remain in situ during construction from inadvertent damage The element designated to be protected is presently as follows

- West Slurry Wall

The Contractor shall be responsible for compliance with all the requirements specified in the RPP for protection of the above historic WTC site element to remain undamaged and in situ during construction

The Construction Manager shall notify the Contractor when Contractor's non-compliance with any WTC site historic element protection requirement is discovered. Conversely, if the Contractor discovers any non-compliance by any other Contractor or entity with site element protection requirements, Contractor shall notify the Construction Manager or 1 WTC immediately In all cases, the Construction Manager shall implement appropriate corrective actions immediately to restore the required protection, and Contractor shall cooperate in the implementation of such corrective actions

a. Inspection of Existing Conditions of Historic Element
The Construction Manager shall inspect and record the existing conditions of the above historic element on the WTC site

b. Protection Considerations in All Contractor Submittals
The Contractor shall consider the protection of any historic WTC site element in all submittals, especially those regarding means and methods, made to the Construction Manager for review and approval. The Contractor shall design, furnish and install all protective measures specified in the Contract documents, and is responsible for the preservation of all existing protection measures in place that may be damaged or affected by his construction activities or the performance of Contractor's Work The Contractor shall not locate any equipment, deliver any materials or commence any Work whatsoever that may impact any historic element on the WTC site unless approved by the Construction Manager.

Each Contractor submittal shall include the following information

1 A general location map of the WTC site showing where the Contractor's Work shall be performed, including a notation on the map of location of the historic elements relative to the Work,

2 A listing of materials or construction equipment to be used in the performance of Contractor's Work that shall or may come in contact with any of the WTC site's historic elements, and the proposed methods to be employed to prevent any damage to said historic elements

c. **Protection Requirements**
If during the review of a Contractor submittal, the Construction Manager determines that the potential exists for damage, the Construction Manager may direct the Contractor to preserve or implement or restore the following protective measures in accordance with the Port Authority's Resource Protection Plan (RPP) In the event that the Contractor identifies a more effective and/or efficient methods of protection as construction proceeds, the Contractor shall propose said measures for further consideration Under no conditions, however, shall the Contractor proceed with such an alternate method without the approval of the Construction Manager

1 **Requirements for the Protection of West Slurry Wall:** If Work is required by the Contract on or adjacent to the existing west slurry wall bounding the construction site in the West Bathtub (as such location is commonly referred to), and the Construction Manager determines that a potential exists for the existing slurry wall to be damaged, the Contractor shall furnish and install appropriate protective measures approved by the Construction Manager that provide a clear, unobstructed, recognizable and respectful view of the wall

2 **Protection of Historic Resources from Construction Vibration:** The Contractor shall develop and implement specific mitigation measures with respect to Contractor's Work (as discussed in Section 4 Vibration Abatement) to protect other surrounding properties from increased vibration levels associated with construction activities at the site Such measures shall reduce vibration to a level below the threshold criterion of 0 12 in/sec (approximately 95 VdB)

d. **Monitoring Program**

1. **Periodic Monitoring:**
Prior to construction, the Contractor shall meet with the Construction Manager to establish a program to periodically inspect and examine all protection measures in place to verify compliance with the applicable provisions of the RPP The Contractor shall develop and submit a written monitoring program for the review and approval of the Construction Manager The program shall include an Emergency Remediation Plan (the "ERP") identifying the emergency contacts and outlining the procedures to be followed should an unforeseen condition or unanticipated damage arise that compromises or places at risk any historic element on the WTC site. Once approved by the Construction Manager, the Contractor shall set aside the materials, products and equipment in a safe and accessible location on the WTC site to ensure an immediate response to any such occurrence

2. **Routine Monitoring:**
During the progress of the Work, the Construction Manager will routinely review (inspect) all protection measures in place to verify compliance with the applicable provisions of the RPP Upon the completion of the Construction Manager's review, a meeting will be conducted with the Contractor to discuss and document the following

a. The progress achieved since the previous inspection,

b An assessment of the performance of the protection measures in place, and a determination of the adjustments or modifications required to correct non-compliances with the requirements of the RPP,

c. A review of the upcoming scheduled Work activities, a determination of the required protection measures, and a verification that the existing protective measures are adequate for such activities If necessary, there will be a determination of supplemental measures to be implemented for compliance with the requirements of the RPP

3. **Emergency Remediation**

Should any condition arise or damage occur during performance of Contractor's Work or other construction that compromises the integrity of the in-place protection measures, or adversely affects any historic element on the WTC site, the Contractor shall stop its Work in the affected area, immediately notify the Construction Manager, and implement the relevant measures outlined in the approved ERP as directed by the Construction Manager At a minimum, the notification to the Construction Manager shall include a description of the following

a The situation that arose,

b Its cause, if known,

c. Response measures implemented,

d Recommendations for further intervention, if any

The Construction Manager will determine whether or not the Contractor may resume Work in the affected area If not, the Contractor shall repair and/or furnish and install all supplemental remediation and mitigation measures deemed appropriate by the Construction Manager All repair Work shall be done in such a manner as to minimize the adverse impact to the affected historic element

6. [Intentionally Left Blank]

7. Discoveries of Archeological Resources and Effects on Historical Resources

In the event that archaeological deposits or features are encountered during the performance of construction activities, the Contractor shall stop all Work immediately, flag or fence off the archaeological discovery location, and immediately notify the Construction Manager The Contractor shall not recommence its Work until so directed by the Construction Manager

8. Construction Protection Plan

The Contractor shall develop and submit to the Construction Manager for review and approval a comprehensive Construction Protection Plan (CPP) to address the implementation, enforcement and monitoring of the Environmental Performance Commitments (EPCs) as outlined in the previous Sections 1 through 6 of this Specification for Air Quality Diesel Emission Mitigation and Dust Control, Noise and Vibration Abatement, Cultural and Historic Resource Protection, and Archaeological Discoveries The CPP shall be submitted to the Construction Manager for review and approval within thirty (30) calendar days of acceptance by the Construction Manager of the Contractor's proposal No Work by the Contractor shall commence until the CPP is approved by the Construction Manager The CPP will be organized to address each EPC Section, and shall include the following plans

- **Diesel Emission Mitigation (DEM) Plan** (as per Section 1),
- **Dust Control (DC) Plan** (as per Section 2),
- **Noise Control and Abatement (NCA) Plan** (as per Section 3),
- **Vibration Control And Abatement (VCA) Plan** (as per Section 4),
- **Emergency Remediation (ERP) Plan** (as per Section 5),

B. SDG SEQ-6: Construction Storm Water Runoff and Pollution Prevention LEED SS-P1 – Erosion and Sedimentation Control Plan

Unless otherwise directed by the Construction Manager, the Contractor shall provide all methods and means to control site erosion and reduce negative impacts on hydrological and atmospheric systems produced by construction activities in compliance with SEQ-6, Construction Storm Water pollution Prevention Plan and LEED SSp1 Erosion and Sedimentation Control Plan The Contractor shall coordinate specific measures with the overall Project plan prepared by the Construction Manager that shall be in accordance with US EPA document 832/R-92-005 Each Contractor shall comply with the measures established by the Construction Manager in the overall Project plan as follows.

See following links

http://cfpub epa gov/npdes/docs cfm?document_type_id=1&view=Policy+and+Guidance+Documents&program_id=6&sort=name

http //www epa gov/npdes/pubs/owm0307 pdf

http //www epa gov/owm/sectstm htm

Purpose: Control site erosion and reduce negative impacts on hydrological and atmospheric systems produced by construction activities

Action:

A Context
This Erosion and Sedimentation Control Plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation

B Introduction
The intent of this Erosion and Sedimentation Control Plan is to coordinate the implementation, oversight, and enforcement of the erosion and sedimentation control measures that will be implemented during excavation and construction Through the use of various control measures, scheduled inspections, and camera evidence, the Erosion and Sedimentation Control Plan encourages regular maintenance of construction site erosion control mechanisms, thereby maximizing plan effectiveness.

C Project Measures

1 Skeletal sheeting will be used to stabilize the face of an excavated slope

2 Recycled water from the construction site will be used to control dust, regularly sprinkling soil surfaces as a preventative measure to inhibit dust swirling on-site and beyond the site boundary

3 Construction site fencing will be utilized along with concrete berms to channel and control water flow before it may dissipate beyond the site boundary and enter the sewage system untreated

4 Relief drains will be implemented to allow dewatering of the site when the water table is unusually high Permits shall be required from the New York State Department of Environmental Conservation (NYCDEP) prior to implementation

5 Storm drains will be fitted with filter fabric and gravel or mesh filters to prevent sedimentation from entering drains prematurely Tanks will be provided to capture storm water and properly filter it before it is recycled on-site, for tire washing or dust control

6 Gravel grading may be implemented in areas where excessive runoff occurs, to slow the travel of water, and properly channel water at the base of the slope

7 Materials stored on-site will be protected from dust and particulates by tarps or sheds

8 Vehicle rinsing will be enforced to prevent soils, etc , from leaving the site

9 Contractor will assemble and submit to Construction Manager all drawing, permits, and other documentation, and will regularly photograph control measures at scheduled intervals

10 The Contractor will submit to the Construction Manager a log of all ongoing maintenance activities associated with the Erosion and Sedimentation Control Plan

11 The prime responsibility for implementing the provisions of this plan rests with the Construction Manager acting under the supervision of 1 WTC In addition, each Contractor will be responsible for the requirements listed below as applicable to such Contractor's Work

The intent of this plan is to control the storm water removed from the vicinity of the Project site and to control the erosion and sediment generated by the Project during the demolition and construction activities associated with construction of the Freedom Tower Currently, storm water within the Project site is collected in two separate below grade sump pits located at the northern and southern ends of the site These sumps collect storm water flow at the below grade site and pump storm water up to an adjacent NYCDEP combined sewer system It is intended to maintain this existing storm water management system during performance of all of the Work at the site Best Management Practices (BMP) are to be used during the construction of the Project in order to prevent adverse water quality impacts and control pollution of New York State waters and/or waters of the United States The storm water discharge generated during construction shall neither cause nor contribute to a violation of water quality standards contained in New York Code Rules and Regulations Title 6 Parts 700 through 705, including but not limited to· there shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions, there shall be no suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages; and there shall be no residue from oil and floating substances, visible oil film, globules, or grease

a Erosion and Sediment Control
The disturbance caused by demolition and clearing of the construction site and the Work and other construction activities occurring at the site shall be appropriately managed and designed to minimize the effect of sediment being carried away from the construction site with runoff into the drainage systems on and off the construction site As noted above, within the WTC site are two existing sump pits for collecting storm water at the site Best Management Practices (BMPs) for storm water management at construction sites will be incorporated into the site design to prevent sediment from entering these sump pits These measures will comply with the New York State Guide for Urban Erosion and Sediment Control Before excavation and foundation work begins, the sediment control measures shall be in place The Excavation and Foundation Contractor is to maintain the measures installed, to inspect them after rainfalls, and to replace any non-functioning elements.

• Sediment Filter – A sediment filter is to be located around the existing sump pit area to prevent sediment from disturbed areas from flowing into the sump pumps The sediment filter is to be installed in a manner to allow particles to be removed from storm water flow before pumping off site The filter is to consist of a combination of straw hay bales and a silt fence as per the New York State Guide for Urban Erosion and Sediment Control details These items are to be installed in a manner to create an enclosed boundary around the sump pump area This filter system is to be installed at both of the sump pit areas located within the WTC site

• Stabilized Construction Entrance - A stabilized construction entrance shall be provided at all construction vehicle entrances This shall consist of a bed of 1-inch to 2-inch stone approximately 6-inches deep underlain by filter cloth across the access

road This is provided to reduce the off-site transport of soil from the construction site. When construction vehicles have traveled over dirt or mud on the site, their wheels shall be swept or washed prior to entrance on public rights-of-way Dry power sweeping is prohibited, however dry broom sweeping shall be performed to keep areas neat wherever effective In addition, any bare areas shall be stabilized as Work takes place These areas shall be topped with gravel

b Litter, Debris and Waste Materials Control - Contractor is responsible for routinely removing, collecting in suitable containers, transporting off-site and disposing of in an acceptable and lawful manner the trash, garbage, rubbish and other refuse The Contractor shall be responsible for keeping the Work site clean on a daily basis Measures shall be used to control litter and waste materials Some of these measures include

• The Contractor shall be required to implement dust control and rodent control plans

• The Contractor shall be required to properly remove all debris and waste from the site on the day it is generated in accordance with the Construction Waste Management Plan in Section G of this document

• Filter fabric shall be installed on all drains and inlets within and around the Project site

c Waste Materials Stored on Site

Leaks or spills of hydraulic oils, lubricating oils, fuel oils, gasoline or other engine fluids shall be contained upon detection using oil-absorbent materials and other methods, as appropriate An Emergency Response Plan shall be prepared and approved by Construction Manager prior to the start of construction, including a Pollution Prevention and Spill Contingency Plan A supply of absorbent materials shall be readily accessible at the site 24 hours a day to help contain any spills

d Delineation of Responsibilities

The Construction Manager shall be responsible for implementing, monitoring, documenting and maintaining the storm water pollution prevention plan (SWPPP) measures Water quality and water quantity measures shall be provided as part of this Project These measures shall be designed to meet the New York State Storm water Management Design Manual's required sizing criteria and pollutant removal goals

e Site Assessment and Inspections

The Construction Manager shall conduct a site assessment prior to the start of construction and certify in an inspection report that the specified soil erosion and sediment control measures have been adequately installed Construction Manager shall maintain a record of all inspection reports in a site log book, maintained on site Any changes to the SWPPP shall be documented on the SWPPP

The Construction Manager shall perform regular inspections on all of the storm water management systems to ensure they are functioning properly In any instance of non-compliance, corrective measures shall be implemented The Construction Manager shall inspect the construction site at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0 5 inches or greater

f Maintenance

The sediment filter system installed around the two existing sump pumps are to be maintained as needed to ensure that storm water is filtered before entering the sump pump. Material shall be removed from the silt fence when 'bulges' develop on the fence Hay bales shall be removed and replaced when they have served their usefulness so as not to block or impede storm flow or drainage The filter fabric shall

be replaced as necessary, but not beyond when its capacity has been reduced by fifty (50) percent from the design capacity

Erosion and Sedimentation Control Plan

A The Construction Manager shall be responsible for the development, coordination and oversight of the Erosion and Sedimentation Control Plan as well as coordination and communication with all Contractors to ensure compliance with the Erosion and Sedimentation Plan requirements The Construction Manager shall designate one individual on-site to coordinate and address issues relating to the plan

B The Construction Manager shall oversee, coordinate, document, and enforce the installation of all control measures and maintenance activities on site The Construction Manager shall develop a "Sequence of Major Construction Activities" document which identifies and coordinate the control measures to be used throughout each major construction activity The document will be reviewed with each Contractor prior to the start-up of their Work

C The Construction Manager shall assemble from the Contractors all drawings, permits, or other documentation related to the control measures implemented, and shall photograph applicable control measures at regular intervals throughout the construction process for documentation purposes The Construction Manager shall also keep a log of all ongoing maintenance activities

D Each Contractor shall coordinate with the Construction Manager regarding the responsibilities of each under the plan, including installation, maintenance, and documentation of control measures and submission of any applicable permits Each Contractor shall be responsible for compliance by each of its staff members, personnel, suppliers, and vendors Each Contractor also shall be responsible for the compliance of all vehicles entering and leaving the site relating to the Contractor's scope of Work

E Contractors shall have the opportunity to review a draft plan prepared by the Construction Manager, to comment on proposed control measures and suggest alternative measures to those of the Construction Manager which meet the goals of the plan

F. Erosion and Sedimentation Control Plan The plan shall contain at a minimum the following

1 An analysis of the construction activities during each phase of the Project, relative to the objectives of the Soil Erosion and Sedimentation Control Plan The Construction Manager shall identify possible causes of erosion, sedimentation, site pollution, and dirt and dust migration from the site Likely causes include, but are not limited to, the following
   a) Excavation and transportation of soil from construction site
   b) Dewatering
   c) Concrete mixing, placement, and rinsing
   d) Transportation of materials onto and out of the site
   e) Improper disposal of waste generated by construction activities, including packaging from products and materials

2 An analysis of New York City and State requirements related to dewatering, erosion and sedimentation to which the Construction Manager and all Contractors must comply

3 The list of control measures which will be installed on the construction site by designated Contractors to address each cause of erosion, sedimentation, site pollution, and dirt and dust migration identified, and all applicable State of New York and City of New York requirements Likely control measures include, but are not limited to, the following
   a) Installation of a construction fence with wind screen around construction site
   b) During demolition, breaking up of existing ground floor slabs to allow drainage into soil below, and wetting of demolition debris to minimize dust generation
   c) During excavation, soil retaining measures and continuous sheeting to stabilize areas of earth excavation around the perimeter of the site

d) Removal of demolition materials and excavated soil from site on a timely basis and in covered trucks
e) Controlled sprinkling of the site on an as-needed basis throughout construction to suppress dust
f) Collection of sediment from pumped ground water by sediment trap or filtration tank.
g) Control and containment of all runoff resulting from rainwater on the site, by curbs and other barriers, such that no runoff leaves the site without having passed through the sediment trap or filtration tank
h) Protection of storm drains and catch basins from sedimentation with filter fabric, gravel and mesh filters, and hay bale stops firmly anchored in the path of any runoff streams within the street
i) Cleaning of concrete from transit mix trucks and finishing tools with minimal water in delineated washout area(s) Excess concrete shall be collected in a box and removed from the site by the Contractor as necessary Excess water from concrete washout shall not leave the construction site
j) Rinsing of trucks, as needed, in delineated truck rinsing area(s) before the trucks leave the site Sediment shall be prevented from entering the storm sewer by protection of the storm sewer or capturing rinse water in filtration tank(s) The establishment of a truck rinsing area for use by multiple trades shall be coordinated by the Construction Manager
k) General housekeeping measures including protection of materials stored on site from moisture, construction dust, wind, and damage The Construction Manager shall designate storage locations on site to protect materials and prevent contamination of surrounding sites
l) Proper disposal of all product and material packaging, in accordance with Section 01505 "Construction Waste Management"

4 A list of procedures and when they will be employed relative to the sequence of the Project's construction activities, for installing, inspecting, and maintaining controls

G Contractors who do not comply with the requirements of the plan will be held responsible for necessary corrective actions at the direction of the Construction Manager

H Final Submittals The Construction Manager shall submit to 1 WTC the following documentation, as verification of Erosion and Sedimentation Control Plan implementation

1 Soil Erosion and Sedimentation Control Plan
2 Construction site drawing, indicating the location where control measures will be installed or established
3 Drawings, permits or other documentation related to the control measures implemented, including construction details for individual control measures
4 Photographs of implemented control measures taken at regular intervals throughout the demolition and construction process
5 Log of ongoing maintenance activities

C. LEED EA-P1 – Fundamental Building Commissioning

Contractor is aware of the building commissioning described below This plan is provided for information only There are no additional requirements for the Contractor, unless otherwise shown on the Contract documents

Purpose: To implement a Building Commissioning Plan.

Action: Engage an independent commissioning authority to prepare and execute a building commissioning plan in accordance to specification section 01810 Implement fundamental, best practices building commissioning procedures. Include design phase reviews, Contractor submittal reviews, pre-functional testing (including seasonal testing), training, operations and maintenance manuals and post

occupancy review Provide Building Commissioning Plan consistent with the requirements of the NY State Green Building Tax Credit (NYSGBTC) 638.8

D. **LEED EAc1 – Optimize Energy Performance**
Reduce Whole Building Energy Consumption 20% (ASHRAE 90.1-1999)

Contractor is aware of the Optimize Energy Performance strategies, described below This plan is provided for information only There are no additional requirements for the Contractor, unless otherwise shown on the Contract documents

Purpose: To optimize the performance of building energy systems.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation.

B Introduction

The intent of this plan is to coordinate the integration of energy conserving measures into the Project in order to result in an overall energy consumption from non-renewable energy source of the building that is 20% lower than that allowed by the Energy Cost Budget Method of ASHRAE 90 1-1999, thereby reducing emissions of greenhouse and other environmentally harmful pollutants as well as reducing reliance on fossil fuel energy The DOE-2 energy modeling tool has been utilized to demonstrate the required energy performance The contribution of the tenant fit-out portion of the Project, including readily available energy conserving measures that are applicable to the tenant provided systems, is accounted in the overall building performance assessment

C Project Measures

Specific measures that will be implemented for the Project are as follows

1 Options for curtain wall glazing have been identified that offer the greatest reduction in solar heat gain transmission while allowing the highest possible transmission of beneficial visible daylight
2 Lighting systems for all core and shell spaces (including mechanical equipment rooms) will utilize high efficiency luminaries and ballasts and will result in overall energy densities (watts/sq ft) that are approximately 20 percent lower than the levels allowed by ASHRAE Standard 90 1
3 Automatic lighting controls (i e. occupancy sensors) and continuous daylight dimming controls will be utilized for all base building lighting systems, as appropriate
4 Displacement ventilation systems with radiant flooring are being implemented in the lobby and observation deck spaces
5 Hot and cold water pumps will utilized variable frequency drives in order to allow significant reductions in pumping energy during periods of part load operation
6 Deleted
7 The air conditioning systems that serve the typical office spaces of the building will utilized low temperature supply air (48 deg F) which will result in a reduction in fan energy consumption of the Project
8 CO_2 sensors will be provided to allow for an automatic reduction in the quantity of outside air that will be delivered to each occupied floor of the building
9 Exterior shading devices that would be integrated into the exterior façade of the building lobby, observation deck and restaurant levels are being evaluated.
10 Integrated day lighting strategies with sensor-based light and window blind controls are being evaluated in conjunction with the Lawrence Berkeley National Laboratory to determine optimal day lighting solutions for tenant fit-out and exemplar spaces
11 A quantitative summary of the overall performance of the Project, based upon the DOE-2 simulation results, that demonstrates conformance with the 20% energy cost reduction criteria

E. LEED EAC6 – Green Power
LEED EAC2 – Onsite Renewable Energy
Achieve net zero CO2 for all base building electricity

Contractor is aware of the renewable energy requirements, described below. This plan is provided for information only There are no additional requirements for the Contractor, unless otherwise shown on the Contract documents

Purpose: To achieve net zero CO2 for all base building electricity consumption with on site and/or purchased renewable energy sources and institute a plan for transition as renewables become more cost-effective.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation

B Introduction

The intent of this plan is to coordinate the measures and strategies that are available to the Project to allow a portion of the building's energy to be produced by renewable sources, with the ultimate goal to meet 20% of the building's annual energy consumption with renewable energy by 2010.

C Project Measures

The specific renewable energy measures that will be implemented or have been evaluated for the Project are as follows

1 1 WTC has begun discussions with the local electricity utility (New York Power Authority [NYPA]), including the primary customer for the site (the Port Authority) in order to develop a plan whereby NYPA will deliver 20% of the site electricity from renewable sources, in accordance with the requirements of New York State Executive Order 111

2 Deleted

3 1 WTC is exploring the use of advanced technology photovoltaic panel on various locations of the building in order to generate additional electricity from renewable sources

4 Market research is being conducted to identify forthcoming photovoltaic products that may significantly reduce the cost barrier currently associated with photovoltaic technology Fuel cell technology is also under active consideration

F. SDG MEQ-1: Comprehensive Material Management Plan
LEED MR C-4.1 & 4.2 – Recycled Content

1 WTC is committed to utilizing materials that contain recycled content 1 WTC is also committed to utilizing materials that are manufactured and/or within 500 miles of the Project construction site Contractors shall provide corresponding statistics concerning materials furnished, as specified herein and in accordance with SDG measure MEQ-1 The following items shall be incorporated into the Work of the Contract at no additional cost

Purpose: To optimize utilization of construction site material resources and to facilitate the reduction of waste generated by Contractors that would otherwise be hauled to and disposed of in landfills and/or incinerators.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation Prime responsibility for implementing the provisions of this plan rests with the Contractors and Subcontractors, acting under the supervision of Construction Manager.

B. Introduction

The intent of this plan is to optimize utilization of construction site material resources and to facilitate the reduction of waste that would otherwise be hauled to and disposed of in landfills and/or incinerators, to incorporate previously used building materials and products into new construction, to incorporate materials with recycled content and increase market demand for building materials and products that incorporate recycled content, to reduce environmental degradation resulting from transportation impacts by increasing the demand for building materials and products that are extracted and/or manufactured in close proximity to the construction site; to specify wood which has been harvested according to sustainable forest management principles, and to encourage the specification of materials which are renewable and that grow in such a way as to support biological diversity and the health of the ecosystem

C. Project Measures

1 0 The Contractor shall provide calculations and documentation of all pre and post consumer recycled content in accordance with Specification Section 01115, in the form of product cut sheet or manufacturers data with each application for payment as well as a final report and summary upon completion of Contractor's Work

2 0 The Contractor shall provide cost breakdowns for the materials included in the Contractor or Subcontractor's scope of Work. Cost reporting shall include the total cost for the Contractor's Work plus itemized material costs (excluding the Contractor's labor, equipment, overhead and profit)

G. SDG MEQ-2: Construction Waste Management Plan
LEED MR C2.1 & 2.2 – Construction Waste Management

Contractor shall develop and implement a program to reduce the amount of construction and demolition waste delivered to landfills and/or incinerators and to conserve resources through reuse and recycling in compliance with MEQ-2, the Construction Waste Management Plan, as prepared by the Construction Manager

Purpose: To reduce the amount of construction and demolition (C&D) waste going to landfills and/or incinerators and to conserve resources through reuse and recycling.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation Prime responsibility for implementing the provisions of this plan rests with the Contractors and Subcontractors, acting under the supervision of Construction Manager

B Introduction

The intent of this plan is to reduce the amount of construction and demolition (C&D) waste going to landfills and/or incinerators and to conserve resources through reuse and recycling

C Project Measures

1 1 WTC has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed

2 Of the inevitable waste that is generated, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled Waste disposal in landfills shall be minimized

3 Construction Manager will recycle and/or salvage a minimum of 75% of construction and demolition debris, calculated by weight The following waste categories are likely candidates to be included in the diversion plan for this Project

1 Concrete
2 Unit masonry (CMU, brick, etc)
3 Asphalt
4 Metals (e g banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze),
5 Cardboard, packaging
6 Reuse items indicated on the Contract drawings and/or elsewhere in the Specifications,
7 Clean dimensional wood,
8 Drywall
9 Carpet and pad,
10 Ceiling tiles
11 Glass
12 Paper
13 Plastics
14 Beverage containers, aluminum, glass, and plastic

Fluorescent lamps, HID lamps and mercury-containing thermostats removed from the construction site shall be recycled to the maximum extent feasible, and in accordance with applicable codes and regulations

4 Due to the nature and location of the construction site, sorting and recycling of waste on the construction site will not be allowed, unless otherwise directed by Construction Manager Construction, Manager, Contractors, and vendors are to include off-site opportunities to recycle and reuse removed material in the Construction Waste Management Plan

5 The Construction Manager and each Contractor shall provide calculations and documentation of salvage and recycling for all materials monthly and/or in each application for payment, whichever is more frequent, as well as a final report and summary upon completion of Contractor's Work

6 The Construction Manger and each Contractor shall ensure that all waste removed for disposal is hauled away by an entity licensed to haul that type of waste, and is disposed at a landfill, incinerator or other facility licensed to dispose of that type of waste

7 The Construction Manager and each Contractor shall ensure that all recyclable materials and waste materials to be removed from the site are taken away in trucks that have all necessary coverings to minimize dust impacts

8 Each Contractor shall submit a Construction Waste Management Plan to the Construction Manager for approval The plan shall contain at a minimum the following

1 An analysis of the materials to be used to crate, protect, transport equipment and materials to the site The analysis to include methods to avoid, reuse, recycle, return and in general minimize the amount of waste that will be generated by this Contractor's Work

2. Contractor to meet with its vendors and suppliers to explore opportunities to minimize transportation, excess handling, excess packaging and use of non-environmentally responsible practices Contractor shall submit documentation of this process

3 Estimate of the total proposed construction site waste to be generated, including types and quantities
4 Landfill options The name of the landfill(s) where trash will be disposed
5 Proposed alternatives to land-filling A list of each material proposed to be salvaged, reused, or recycled during the course of the Contractor's Work, the proposed destination for each material, and the projected amount by weight
6 Materials handling procedures A description of the means by which waste materials identified above for salvage reuse, or recycling will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with the requirements for acceptance by recycling processors to be utilized
7 Transportation A description of the means of transportation for the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials
8 Manager Name and phone number of the Contractor's designated on-site party (or responsible parties) responsible for construction workers and overseeing and documenting results of the Construction Waste Management Plan
9 List of documentation to be provided in each progress report
10 Identification of how his Plan will be documented on a monthly basis

H. LEED MR C3 Material Reuse

Purpose: To incorporate previously used building materials and products into new construction.

Action: In coordination with the Materials Management Plan consider the use of salvaged, refurbished or reused materials and products in the building Materials for reuse typically include reclaimed lumber and wood such as salvaged wood flooring and wood doors and cabinets, structural metal work such as beams, and miscellaneous metal such as doors, door hardware, etc Decorative and specialized items such as salvaged wood and glass panels, banquettes, front and back bars and decorative or period lighting fixtures may be used in special public locations such as cafeterias or restaurants

The Contractor is aware of the above resource reuse requirement, and will utilize such materials as applicable to the Contractor's trade

A Project Measures
1 0 The Contractor shall provide quantity calculations and documentation of all reused resources with each application for payment as well as a final report and summary upon completion of Contractor's Work
2 0 The Contractor shall provide cost breakdowns for the materials included in the Contractor's or its Subcontractors' scope of Work. Cost reporting shall include the total cost for the Contractor's Work, plus itemized material costs (excluding the Contractor's labor, equipment, overhead and profit)

I. LEED MR C5.1 & 5.2 – Regional Materials

Purpose: To reduce environmental degradation resulting from transportation impacts by increasing the demand for building materials and products that are extracted and/or manufactured in close proximity to the site.

Action: Utilize materials that are locally manufactured and/or locally extracted/harvested

"Manufactured" in this context means the location where final assembly takes place If only a fraction of the material is locally manufactured and/or locally extracted/harvested then only that percentage (by weight) shall contribute to the regional value

LEED CR5 1 Use a minimum of 10% of all building materials (based on cost) that are manufactured and extracted/harvested within a 500 mile radius of the site

LEED CR5 2 Use a minimum of 20% of all building materials (based on cost) that are manufactured and extracted/harvested within a 500 mile radius of the site

The Contractor is aware of the above local / regional materials requirements, and will utilize such materials as applicable to the Contractor's trade

a Project Measures

1 The Contractor shall provide quantity calculations and documentation of location of manufacture, extraction, and harvest in accordance with Specification Section 01115 in the form of product cut sheets or manufacturers data of all materials with each application for payment as well as a final report and summary upon completion of Contractor's Work

2. The Contractor shall provide cost breakdowns for the materials included in the Contractor's or Subcontractors' scope of Work Cost reporting shall include the total cost for the Contractor's Work, plus itemized material costs (excluding the Contractor's labor equipment, overhead and profit)

J. LEED MR C6: Certified Wood

Purpose: To specify wood which has been harvested to sustainable forest management principles.

Action: Utilize wood materials certified under the Forest Stewardship Council's Principles and Criteria (FSC) (fsc org) in conjunction with the Materials Management Plan These materials include dimensional framing components, flooring, doors, paneling, millwork and furnishings, handrails and trim, etc as well as temporary lumber and wood construction materials

The Contractor is aware of the above materials requirements, and will utilize such materials as applicable to the Contractor's trade

A Project Measures

1 0 The Contractor shall provide quantity calculations and documentation and chain-of-custody certification numbers in accordance with Specification Section 01115 for all wood products with each application for payment as well as a final report and summary upon completion of Contractor's Work

2 0 The Contractor shall provide cost breakdowns for the materials included in the Contractor's or Subcontractors' scope of Work Cost reporting shall include the total cost for the Contractor's Work, plus itemized material costs (excluding the Contractor's labor, equipment, overhead and profit)

K. SDG IEQ-1: IAQ Performance Management Plan

Contractor is aware of the Indoor Air Quality (IAQ) Performance Management Plan (IEQ-1), described below This plan is provided for information only There are no additional requirements for the Contractor per IEQ-1, except as shown on the Contract documents

Purpose: Establish high indoor air quality (IAQ) for comfort and well-being by minimizing the potential for poor air quality, and by establishing minimum IAQ performance and standards.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation

B Introduction

The intent of this plan is to create and maintain a healthy indoor environment Various measures and technologies will be utilized in order maintain adequate ventilation to occupied spaces, reduce quantities of pollutants that may be introduced into the building, and verify proper indoor air quality through ongoing measurement and testing

C Project Measures

1 Indoor air quality testing will be conducted in accordance with New York State Green Building Tax Credit, section 638 7d (1) A detailed plan will be prepared prior to completion of construction in accordance with the EPA "Building Air Quality A Guide for Building Owners and Facilities Managers"

2 MERV 15 high efficiency particulate filters and gas phase filtration will be provided to serve each outside air intake system and each local floor air handling unit

3 Low volatile organic compound materials (VOC) will be utilized to the greatest extent possible, including· insulation, adhesives, sealants, paint, etc

4 A mandatory 5-year air quality management plan shall be incorporated, which outlines detailed plans and testing procedures, training and education material, survey forms, and reporting methodologies, for building occupants and maintenance staff

5 Carbon Dioxide sensors will be installed in outdoor air intakes and in return air plenums of core and shell building spaces

6 Ventilation will be provided at a rate of a minimum of 20 cfm per person for all occupied spaces of the building, and will satisfy ASHRAE Std 62-2001 utilizing ASHRAE's Ventilation Rate Procedure

L. SDG IEQ-5: Construction IAQ Management Plan
LEED EQ-C3 – Construction IAQ Management Plan

Contractor shall maintain minimum indoor air quality standards during construction operations This Contractor shall develop and implement the following indoor air quality management programs as it related to its operations in compliance with IEQ-5, Construction Indoor Air Quality Management Plan

Purpose: To provide minimum standards for the air quality of building areas upon occupancy.

Action:

A Context

This plan has been prepared in accordance with the Commercial Sustainable Design Guidelines adopted by the Lower Manhattan Development Corporation. Prime responsibility for implementing the provisions of this plan rests with the Contractors and Subcontractors, acting under the supervision of 1 WTC

B Introduction

The intent of this plan is to provide minimum standards for the air quality of building areas upon occupancy

C Project Measures

1 The Construction Manager and Contractors shall prohibit smoking in any area of the Project, including, without limitation, their staff, workers, vendors, and guests

2 Contractors performing any Work with respect to HVAC (HVAC Contractors) shall meet or exceed the recommended Design Approach of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) indoor air quality guidelines for occupied buildings under construction, Chapter 3

3 HVAC Contractors shall furnish, install, maintain, repair, replace, and remove high efficiency filtration media at all HVAC return air grilles during construction and replace all base building mechanical system filtration media with Minimum Efficiency Reporting Value of 13 (MERV 13) filters in accordance with ASHRAE 52 2 – 1999 immediately prior to occupancy On completion of construction and prior to occupancy, such HVAC Contractor shall conduct a two (2) week flush out with new filter media using 100% outside air, in accordance with NYSGBTC 638 7(d)(2)

4 HVAC Contractors shall test indoor air quality at random sampling points for every 20,000sf, or by each floor if smaller, in accordance with recognized national standards, to achieve an air quality profile at the time of occupancy which satisfies the specific minimums for carbon dioxide, carbon monoxide, formaldehyde, volatile organic compounds, particulates, and radon as per NY State EO-111 reference to NYSGBTC 638 7(d)(2) and include one (1) additional testing procedure for 4-PCh to satisfy all of the alternative procedure requirements for LEEDS Where concentration levels of contaminates exceed the established parameters in any specific area, flush out area with 100% outside air for a minimum of two (2) weeks and retest until a satisfactory result is achieved

5 Only low-emitting VOC material is to be used for this Project Adhesives and paints must meet or exceed VOC limits and chemical content restrictions as stated in the Contract documents Carpets must meet Carpet and Rug Institute limits Composite wood must contain no added Urea-formaldehyde resins

6 Contractor shall construction, properly ventilate, and physically isolate activities associated with chemical contaminates

7 Indoor Air Quality Management Goals 1 WTC has established that this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, poor housekeeping, and improper sequencing of finishes, shall be minimized

8 Contractor Responsibilities The Contractor shall be responsible for developing and implementing an overall "Construction IAQ Management Plan" for the Project, including the following coordination activities
   1 Outline the scope of the Construction IAQ Management process during construction, including submittal review, inspection and enforcement
   2 Outline the expected written work products, including checklists and worksheets
   3 Provide an activities schedule
   4 Provide a schedule of Construction IAQ Management Plan meetings for every phase of the Project
   5 Outline the IAQ-related training programs that will be provided for the trades
   6 Designate an IAQ representative with daily responsibility for IAQ issues
   7 Include procedures related to Construction IAQ Management Plan on the agenda during performance of the Work during every pre-construction meeting and during every regularly scheduled meeting Minutes shall be recorded at all such meetings

9. Construction IAQ Management Plan

A The Construction Manager shall prepare and submit a Construction IAQ Management Plan to 1 WTC for approval The Construction IAQ Management Plan shall meet the following criteria

1 Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) "IAQ Guidelines for Occupied Buildings under Construction", First Edition, 1995

2 Absorptive materials shall be protected from moisture damage when stored on-site and after installation

3 If air handlers are to be used during construction, filtration with a Minimum Efficiency Reporting Value (MERV) of 8 must be at each return air grill, as determined by ASHRAE 52 2-1999

4 Filtration media shall be replaced immediately prior to occupancy Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52 2-1999

5 A "Sequence of Finish Installation Plan" shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as "sinks"

6 Each floor of the building shall be subject to a flush-out / air purge immediately prior to occupancy, as per the requirements described elsewhere in this Section L

7 All air filters, casings, coils, fans, and ducts shall be clean before proceeding with testing, adjusting and balancing (TAB) and air quality testing

8 Permanent return air ducts must be inspected and/or cleaned to comply with the minimum requirements of the Contract documents Duct testing and cleaning shall be witnessed and documented by the commissioning authority established by the Building Commissioning Plan.

B Upon approval by 1 WTC, the plan shall be implemented through the duration of the construction process, and documented in accordance with the submittal requirements of this Section

Further description of the Construction IAQ Management Plan requirements is as follows

1 SMACNA Guidelines Chapter 3 of the referenced "IAQ Guidelines for Occupied Buildings Under Construction", outline IAQ measures in five categories as listed below The Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections) All subsections shall be listed in the Plan, items that are not applicable for this Project should be listed as such

a HVAC Protection
- Return Side
- Central Filtration
- Supply Side
- Duct Cleaning

b Source Control
- Product Substitution
- Modifying Equipment Operation
- Changing Work Practices
- Local Exhaust
- Air Cleaning
- Cover or Seal

c Pathway Interruption
- Depressurize Work Area
- Pressurize Occupied Space
- Erect Barriers to Contain Construction Areas
- Relocate Pollutant Sources
- Temporarily Seal the Building

d Housekeeping

- Identify storage, disposal and housekeeping practices to be applied to building supplies and waste materials to protect building systems from contamination

e Scheduling
- Airing out of new materials
- Sequencing installation of finish materials
- Proper curing of concrete before covering
- Installation during unoccupied periods
- Avoidance of building occupancy while construction-related pollutants are still present

C Additional IAQ Plan Requirements

1 Protection of Materials from Moisture Damage. As part of the "Housekeeping" section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction

2 Replacement of Filtration Media Under the "HVAC Protection" section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy

3 Sequence of Finish Installation for Materials Absorptive materials (referred to herein as "Type 2" materials) shall be installed after the installation of materials or finishes which have high short-term emissions of VOC's, formaldehyde, particulates, or other air-borne compounds (referred to herein as "Type 1" materials)

a Absorptive materials include, but are not limited to: carpets, acoustical ceiling panels, fabric wall coverings, insulations (exposed to the airstream), upholstered furnishings, and other woven, fibrous or porous materials

b Materials with high short-term emissions include, but are not limited to. adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers), paints, wood preservatives and finishes; control and/or expansion joint fillers, hard finishes requiring adhesive installation, gypsum board (with associated finish processes and products), and composite or engineered wood products with formaldehyde binders

4 Ventilation during installation of materials and finishes 100% outside air shall be provided continuously during the installation of materials and finishes, beginning after the building is substantially enclosed If building HVAC systems are used to supply the ventilation air, filtration media shall be installed per the requirements of this Section

D Flush-out / Air Purging Flush out must conducted on every floor immediately prior to initial occupancy, based on the following parameters

1. Flush-out shall be conducted with new filtration media having a Minimum Efficiency Reporting Value (MERV) of 13, as determined by ASHRAE 52 2-1999 After the flush-out, between 30 and 60 percent, 100 percent outside air is provided at a minimum of 50 percent of the full airflow rate of the fan during typical operating conditions

2 When outside air temperatures and relative humidity are outside the ranges specified in the paragraph directly above, 100 percent outside air

is provided at a minimum of 25 percent of the full airflow rate of the fan during typical operating conditions

3 Duration The minimum duration of the flush-out period shall be the greater of the following
   a Time required for delivery of a total air volume of 14,000 cu. ft per sq ft of floor area
   b Seven consecutive days

4 The ventilation system must be capable of replacing 100 percent of the air on any floor, on a minimum of two floors at a time

5 Scheduling The Contractor is responsible for coordinating the scheduling and sequencing of the building flush-out with 1 WTC (or 1 WTC's designated representative) Scheduling and sequencing shall be addressed and incorporated into the Contractor's Construction IAQ Management Plan, and shall meet the following criteria
   a. Building flush-out must be conducted immediately prior to occupancy
   b Regardless of the duration as determined above, the flush-out must be scheduled so that it concludes a minimum of two weeks after substantial completion of construction

E Indoor Air Quality Testing IAQ Testing shall be performed in accordance with the requirements of the New York State Green Building Tax Credit (GBTC), section 638 7(d) "Indoor Air Quality", sub-section (1) "Indoor Air Quality Testing" A copy of the pertinent GBTC section is appended to the end of this Specification Section
   1. Testing shall be conducted no later than 30 days after occupancy, and subsequently on an annual basis for five years The testing entity shall be hired directly by 1 WTC
   2. The Construction Manager shall be responsible for coordination of all IAQ testing and flush-outs required by the GBTC during the duration of Construction Manager's contract with 1 WTC, up to the date of substantial completion of the Project or beneficial occupancy as determined by 1 WTC, whichever is later
   3 In addition to the contaminants required under GBTC, testing shall also be performed for 4-Phenylcyclohexene (4-PCH), as per the State of Washington IAQ standard applicable to carpet only The maximum concentration for 4-PCH shall be 6 5 micrograms per cubic meter

M. **LEED EQ C4.1 Low Emitting Materials – Adhesives and Sealants**
LEED EQ C4.2 Low Emitting Materials – Paints and Coatings
LEED EQ C4.3 Low Emitting Materials – Carpet Systems
LEED EQ C4.4 Low Emitting Materials – Composite Wood and Agrifiber

Purpose: To reduce the density of contaminants that are emitted by common building materials and which affect the comfort and well-being of building occupants.

Action: Develop and implement a Materials Management Plan to minimize utilization of materials with high levels of volatile organic compounds (VOC's) and other toxic characteristics which adversely affect Indoor Air Quality (IAQ) VOC's must meet or be lower than those indicated in the Contract documents Comply with chemical component restrictions as indicated in the Contract documents the following standards

• Adhesives and sealants South Coast Air Quality Management District Rule #1168
• Paints and coatings Green Seal Standard GS-11 (1993), Green Seal Standard GC-03 (1997), South Coast Air Quality Management District Rule 1113

• Carpet and carpet adhesives Carpet and Rug Institute Green Label Plus Indoor Air Quality Test Program

Use only non-urea-formaldehyde-based bonding agents in composite wood and typical millwork applications such as veneer and plastic laminate applications, etc Use no unprotected insulation in ducts, supply plenums and return plenums per NYSGBTC 638.7(j).

The Contractor is aware of the above plan to reduce contaminants from materials Contractors using VOC's shall submit a Material Management plan to minimize VOC's

Project Measures

1.0 The Contractor shall provide documentation of the VOC contents for all products containing VOCs (unless indicated otherwise in the Contract documents) with each application for payment as well as a final report and summary upon completion of Contractor's Work The Contractor shall also submit product cut sheet or manufacturers data indicating that all applicable wood products contain no-urea formaldehyde bonding agents

2 0 The Contractor shall provide cost breakdowns for the materials included in the Contractor's or Subcontractors' scope of Work Cost reporting shall include the total cost for the Contractor's Work , plus itemized material costs (excluding the Contractor's labor, equipment, overhead and profit)

N. SDG IEQ-9: Integrated Pest Management Plan

The Contractor is aware that the Project will have an Integrated Pest Management Plan IEQ-9, as described below This Contractor will mitigate unwanted pests by not allowing debris from this Contractor's operations to accumulate, and dispose of any food debris from this Contractor in sealed containers This Contractor will further comply with the requirements of the Integrated Pest Management Plan, as developed, at no additional cost The Integrated Pest Management Plan, including Subcontracting with a licensed Pest Control Subcontractor, shall be performed by the following Contractor's while construction progresses as follows

Excavation and Foundation Contactor during Excavation and Foundation Phase
Superstructure Concrete Contractor during Concrete Superstructure phase
Rough Carpentry Contractor from completion of Concrete Superstructure until job completion

During Construction it shall be the responsibilities of all Contractors on-site to comply with the methods established in the Pest Management Plan These include

1 0 Separation of leftover food and biodegradable materials (sandwiches, paper wrappers, cartons, etc from construction workers on-site meals, etc.) in provided bins to prevent commingling this waste with construction debris The Construction Manager shall provide special steel waste receptacles with lids for these materials.

2 0 Proper sealing of all areas where service pipes, etc enter the building and waste pipes exit to prevent pests entering the building These locations will be regularly inspected by the Construction Manager to confirm tightness of seals at points of entry and exit

3 0 Pipe-fittings and all holes, voids, cracks or similar are to be properly stopped in all wet locations (rest rooms, janitors' closets, kitchens, pantries, maintenance and service areas, etc) Regular inspections shall be made by the Construction Manager to confirm tightness of seals

4 0 Spills and standing water or puddles must be cleaned or mopped-up promptly

5 0 When applicable the Contractor shall cover drains and open pipes with grilles

6 0 The Construction Manager will allocate space for stock-piling materials Stacking materials against the building where they can act to conceal the presence of rodents and vermin, potentially allowing them access to the building from concealed locations, will not be permitted

The intent of this plan is to provide long term, environmentally sound pest prevention and suppression for the job site and surrounding areas through the use of a wide variety of technological and management practices

The Construction Manager shall furnish all supervision, labor, materials and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal of this program Contractor shall cooperate with Construction Manager to the extent necessary to satisfy these requirements The measures to be employed by the Construction Manager include but are not limited to the following

1 A complete and thorough inspection of the construction site and improvements at least ten (10) working days prior to the starting date of the Contract Construction Manager will submit an inspection report evaluating the pest control needs of all locations and identifying problem areas and any equipment, structural features, or management practices that are contributing to pest infestations The report should contain recommendations for actions to mitigate the presence of pests
2 Prior to starting Work, this Contractor is required to submit a comprehensive Pest Control Plan addressing the following items
   - Proposed Materials and Equipment for Service Furnish for review and approval current labels and MSDS for all pesticides to be used, brand names of application equipment, rodent bait boxes and trapping devices, pest monitoring devices and detection equipment, and any other equipment or devices used to satisfy the requirements
   - Proposed Methods and Means for Monitoring and Detection
   - Service Schedule for Site and Inspection Reports
   - Recommendations for Structural or Operational changes that would facilitate pest control
   - Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service
3 All pesticides used by the Contractor must be registered with the U S Environmental Protection Agency (EPA), state and/or local jurisdictions Transport, handling and application of all pesticides shall be in strict accordance with manufacturer's label instructions and all federal, state, and local laws and regulations
4 Pesticide application shall be by need and not by schedule As a general rule, application of pesticides shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area Requests for preventive measures will be evaluate by the CM on a case by case basis
5 When pesticide use is necessary, the Contractor will employ the least hazardous material and method, most precise application technique, and minimum quantity of pesticide needed to achieve control No exposed surface spraying or fogging will be allowed unless alternative measures are not practical Application of insecticides shall be considered as crack and crevice treatment only
6 Contractor shall use non-pesticide methods of control wherever possible (e g portable vacuums for cleanout of cockroach infestations, etc) At the Construction Manager's discretion, Contractor will provide minor applications of caulk or sealant to eliminate pest harborage or access
7 Trapping devices and bait boxes shall be concealed in protected areas so as not to be affected by job site operations All bait boxes shall be securely locked and tamper resistant Rodent carcasses shall be disposed of immediately in an appropriate manner
8 This Contractor shall comply with manufacturer's instructions for cleanup and disposal of spilled pesticides
9 During the course of construction, this Contractor shall maintain and submit a log recording types, location and amounts of chemical pesticides used on site, date of application and reapplication, spillages, etc. In addition, the Contractor should conduct

inspections no less than bi-weekly to observe and report on the effectiveness of measures taken and the condition of the site as it relates to pest control.

10 It is the responsibility of Construction Manager to post warning signs around the construction site

INITIAL HERE AK

RIDER "H"
[INTENTIONALLY DELETED]
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

THIS PAGE IS INTENTIONALLY BLANK

INITIAL HERE AK

RIDER "I"
SALES AND USE TAX REQUIREMENTS
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

October 23, 2007

1 Port Authority of New York & New Jersey Sales Tax Letter, dated June 21, 2007

2 Form ST-120 1 New York State and Local Sales and Use Tax, Contractor Exempt Purchase Certificate

3 Form ST-124 New York State and Local Sales and Use Tax, Certificate of Capital Improvement

4 DTF-122 Certification of Agency Appointment by a New York Governmental Entity

5 ST-122 Exempt Purchase Certificate for an agent of a New York Governmental Entity

6 FT-122: Fuel Tax Exempt Purchase Certificate for an Agent of a New York Governmental Entity

INITIAL HERE
AK

THE PORT AUTHORITY OF NY & NJ

Michael B. Francois
Director, Development Department

June 21, 2007

Re: CONSTRUCTION OF 1 WORLD TRADE CENTER ("FREEDOM TOWER")
NEW YORK CITY, NEW YORK

Dear _____:

In connection with the construction work that you are to perform with respect to the building known or to be known as 1 World Trade Center ("1 WTC") also known as the Freedom Tower, located at the World Trade Center site, in New York, New York, this letter confirms that the land upon which 1 WTC will be located, and all improvements constructed or to be constructed thereon (including 1 WTC) are owned by The Port Authority of New York and New Jersey ("Port Authority'), a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey. This letter also confirms that 1 World Trade Center, LLC, a wholly owned entity of the Port Authority, is the net lessee of 1 WTC and the improvements being constructed in connection therewith, pursuant to a lease dated July 16, 2001 which was Amended and Restated on November 16, 2006, which lease is for a term of ninety-nine years (the "Lease"). The Lease is in full force and effect.

It is my understanding that contractors duly registered with the New York Department of Taxation and Finance as vendors may purchase certain tangible personal property in New York exempt from sales taxes if the personal property will be used to improve the real property of an exempt entity under Section 1116(a) of New York's Tax Law, such as the Port Authority, and if the contractors present each of their own suppliers with a properly completed Contractor Exempt Purchase Certificate, Form ST-120.1 (4/06).

You may use this letter in communications with your subcontractors and with the New York State Department of Taxation and Finance relating to sales tax issues that may arise in connection with the construction of the 1 WTC.

Sincerely,

Michael B. Francois
Director
Development Department

225 Park Avenue South - 19th Fl
New York, NY 10003
T 212 435 6482 F 212 435 5146

mfrancois@panynj.gov

New York State
Department of
Taxation and Finance

ST-120.1
(10/05)

New York State and Local Sales and Use Tax

Contractor Exempt Purchase Certificate

To be used **only** by contractors who are registered with the Tax Department for sales tax purposes

To vendors:
You must collect tax on any sale of taxable property or services unless the contractor gives you a properly completed exemption certificate not later than 90 days after the property is sold or service is rendered. In addition, you must keep the certificate for at least three years, as explained in the instructions.

To contractors and vendors: read the instructions on pages 3 and 4 carefully before completing or accepting this certificate.

Name of vendor			Name of purchasing contractor		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

1. I have been issued a New York State Certificate of Authority, _____ (*enter your sales tax vendor identification number*), to collect New York State and local sales and use tax, and this certificate has not expired or been suspended or revoked.
2. The tangible personal property or service being purchased will be used on the following project _____

   located at _____

   for and with _____

   pursuant to prime contract dated _____
3. These purchases are exempt from sales and use tax because
   *(Mark an **X** in the appropriate box, for further explanation, see items A through O in instructions.)*

☐ **A.** The tangible personal property is to be used in the above project to create a building or structure or to improve real property or to maintain, service, or repair a building, structure, or real property, owned by an organization exempt under section 1116(a) of the Tax Law. (*For example, New York State government entities, United States governmental entities, United Nations and any international organization of which the United States is a member, certain posts or organizations of past or present members of the armed forces, and certain nonprofit organizations and Indian nations or tribes that have received New York State sales tax exempt organization status)* The tangible personal property will become an integral component part of such building, structure, or real property

☐ **B.** The tangible personal property is production machinery and equipment, and it will be incorporated into real property

☐ **C.** The tangible personal property will be used
- in an Internet data center, or
- directly and predominantly in connection with telecommunications services for sale or Internet access services for sale, or
- directly and predominantly by a television or radio broadcaster in connection with producing or transmitting live or recorded programs

☐ **D.** The tangible personal property, including production machinery and equipment, is for installation in the above project and will remain tangible personal property after installation

Note: This certificate is not valid unless the purchaser completes the certification on page 2.

☐ **E.** The tangible personal property will be used predominantly either in farm production or in a commercial horse boarding operation, or in both

☐ **F.** The machinery or equipment will be used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities

☐ **G.** The tangible personal property will be used to erect, add to, improve, repair, maintain, or service a building, structure, or real property owned by a qualified empire zone enterprise (QEZE), and will become an integral component part of such building, structure, or real property. (**Note:** Item G purchases are exempt from the New York State tax rate and from the 3/8% Metropolitan Commuter Transportation District (MCTD) rate Item G purchases **may** be exempt from local taxes See instructions.)

☐ **H.** The tangible personal property is residential solar energy systems equipment. (**Note:** Item H purchases are exempt from the 4% New York State tax rate and from the 3/8% MCTD rate. Item H purchases may be exempt from local taxes See instructions)

☐ **I.** The tangible personal property will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Tangible Personal Property Purchased for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year.

☐ **J.** The services are for the project described in line 2 above and will be resold (This includes trash removal services in connection with repair services to real property)

☐ **K.** The trash removal service being performed for the above project is in connection with a capital improvement to the real property of an organization exempt under section 1116(a) of the Tax Law.

☐ **L.** The services are to install, maintain, service, or repair tangible personal property used in an Internet data center, for telecommunication or Internet access services, or for radio or television broadcast production or transmission

☐ **M.** The services are to install, maintain, service, or repair tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both.

☐ **N.** The services are to install residential solar energy systems equipment

☐ **O.** The services are to install tangible personal property purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year, that will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Tangible Personal Property Purchased for Leased Commercial Office Space in Lower Manhattan*

Caution: Contractors may not use this certificate to purchase services exempt unless the services are resold to customers in connection with a project Construction equipment, tools, and supplies purchased or rented for use in completing a project but that do not become part of the finished project may not be purchased exempt from tax through the use of this certificate

I certify that the above statements are true and complete, and I make these statements with the knowledge that willfully issuing a false or fraudulent certificate, with the intent to evade tax, is a misdemeanor under section 1817(m) of the New York State Tax Law and Section 210 45 of the Penal Law, punishable by a fine of up to $10,000 for an individual or $20,000 for a corporation I also understand that the Tax Department is authorized to investigate the validity of exemptions claimed or the accuracy of any information entered on this form

Type or print name and title of owner, partner, etc of purchasing contractor	
Signature of owner, partner, etc	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Only a contractor who has a valid *Certificate of Authority* issued by the Tax Department may use this exemption certificate The contractor must present a properly completed certificate to the vendor to purchase tangible personal property, or to a subcontractor to purchase services tax exempt This certificate is not valid unless all entries have been completed

The contractor may use this certificate to claim an exemption from sales or use tax on tangible personal property or services that will be used in the manner specified in items A through K below The contractor may not use this certificate to purchase tangible personal property or services tax exempt on the basis that Form ST-124, *Certificate of Capital Improvement*, has been furnished by the project owner to the contractor The contractor must use a separate Form ST-120 1, *Contractor Exempt Purchase Certificate*, for each project

Purchase orders showing an exemption from the sales or use tax based on this certificate must contain the address of the project where the property will be used, as well as the name and address of the project owners (see page 1 of this form) Invoices and sales or delivery slips must also contain this information (name and address of the project for which the exempt purchases will be used or where the exempt services will be rendered, as shown on page 1 of this form)

Use of the certificate

This certificate may be used by a contractor to claim exemption from tax only on purchases of **tangible personal property** that is

A. Incorporated into real property under the terms of a contract entered into with an exempt organization that has furnished the contractor with a copy of Form ST-119 1, *Exempt Organization Exempt Purchase Certificate*, governmental purchase order, or voucher

B. Incorporated into real property and is production machinery or equipment for which the customer has given the contractor a copy of Form ST-121, *Exempt Use Certificate*

C. Used in one of the following situations

- Machinery, equipment, and other tangible personal property related to providing Web site services for sale to be installed in an Internet data center (Examples of qualifying machinery, equipment, and tangible personal property include computer system hardware, pre-written software, storage racks for computers, property relating to building systems designed for an Internet data center such as interior fiber optic and copper cable, property necessary to maintain the proper temperature and environment such as air filtration and air conditioning, property related to fire control, power generators, protective barriers, property that when installed will constitute raised flooring, and property related to providing security to the center) The customer must furnish the contractor a completed Form ST-121 5, *Exempt Use Certificate for Operators of Internet Data Centers (Web Hosting)*
- Used directly and predominantly in the receiving, initiating, amplifying, processing, transmitting, re-transmitting, switching, or monitoring of switching of telecommunications services for sale, or Internet access service for sale
- Machinery, equipment, and other tangible personal property (including parts, tools, and supplies) used by a television or radio broadcaster directly and predominantly in the production and post-production of live or recorded programs used by a broadcaster predominantly for broadcasting by the broadcaster either over-the-air or for transmission through a cable television or direct broadcast satellite system (Examples of exempt machinery and equipment include cameras, lights, sets, costumes, and sound equipment) This exemption also includes machinery, equipment, and other tangible personal property used by a broadcaster directly and predominantly to transmit live or recorded programs (Examples of exempt machinery and equipment include amplifiers, transmitters, and antennas)

D. Installed or placed in the project in such a way that it remains tangible personal property after installation The contractor must collect tax from its customer when selling such tangible personal property or related services to the customer, unless the customer gives the contractor an appropriate and properly completed exemption certificate

E. Used predominantly (more than 50%) either in farm production or in a commercial horse boarding operation, or in both, for which the customer has provided the contractor a completed Form ST-125, *Farmer's and Commercial Horse Boarding Operator's Exemption Certificate* The exemption is allowed on tangible personal property whether or not the property is incorporated into a building or structure

F. Machinery or equipment used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities

G. Incorporated into a building, structure, or real property located in the empire zone in which the qualified empire zone enterprise (QEZE) has qualified for tax benefits The exemption is allowed on the New York State tax rate and on the ⅜% MCTD rate The exemption does not apply to Municipal Assistance Corporation (MAC) taxes in New York City, or to county, city, or school district taxes, unless New York City or the county, city, or school district elects the exemption In that case, purchases are exempt from the full, combined New York State and local tax rate See Publication 718-Q, *Local Sales and Use Tax Rates on Sales to a Qualified Empire Zone Enterprise (QEZE)*, for a listing of sales tax rates pertaining to the QEZE exemption The customer must furnish the contractor a completed Form ST-121 6, *Qualified Empire Zone Enterprise (QEZE) Exempt Purchase Certificate*

H. Residential solar energy systems equipment *Residential solar energy systems equipment* means an arrangement of or combination of components installed in a residence that utilizes solar radiation to produce energy designed to provide heating, cooling, hot water, and/or electricity The exemption is allowed on the New York State 4% tax rate and where applicable, the ⅜% MCTD rate The exemption does not apply to local taxes unless the locality specifically enacts the exemption Note No local exemption may be effective before December 1, 2005 The customer must furnish the contractor with a completed Form ST-121, *Exempt Use Certificate*, by completing the box marked *other* For the definition of *residence* and for an exception relating to recreational equipment used for storage, as well as for other pertinent information, see TSB-M-05(11)S, *Sales and Use Tax Exemption for Residential Solar Energy Systems Equipment*

I. Delivered and used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Tangible Personal Property*

Purchased for Leased Commercial Office Space in Lower Manhattan, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased within the first year of the qualifying tenant's lease

This certificate may also be used by a contractor to claim exemption from tax on the following **services**

J. Installing tangible personal property, including production machinery and equipment, that does not become a part of the real property upon installation

Repairing real property, when the services are for the project named on the front of this form and will be resold

Trash removal services rendered in connection with repair services to real property, if the trash removal services will be resold

Note Purchases of services for resale can occur between prime contractors and subcontractors or between two subcontractors The retail seller of the services, generally the prime contractor, must charge and collect tax on the contract price, unless the project owner gives the retail seller of the service a properly completed exemption certificate

K. Trash removal services purchased by a contractor and rendered in connection with a capital improvement to an exempt organization's property

L. Installing, maintaining, servicing, or repairing tangible personal property used for Web hosting, telecommunication or Internet access services, or by a broadcaster (described in C on page 3)

M. Installing, maintaining, servicing, or repairing tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both (described in E on page 3)

N. Installing residential solar energy systems equipment (described in H on page 3)

O. Installing tangible personal property delivered to and used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Tangible Personal Property Purchased for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located

To the purchaser

Warning for misuse of this form

Any person who intentionally issues a false exemption certificate to evade sales and compensating use tax may be assessed for the tax evaded, and will be subject to a penalty of 100% of the tax due and a penalty of $50 for each such certificate issued The purchaser will also be guilty of a misdemeanor punishable by a fine not to exceed $10,000 ($20,000 for a corporation) Other penalties may also apply

In addition, your *Certificate of Authority*, allowing you to make certain tax-free purchases, may be revoked, prohibiting you from conducting any business in New York State for which a *Certificate of Authority* is required

To the vendor

Do not accept this certificate unless all entries have been completed The contractor must give you a properly completed exemption certificate **no later than 90 days after delivery** of the property or service, otherwise, the sale will be deemed to have been taxable at the time the transaction took place When a certificate is received after the 90 days, both the seller (vendor) and contractor assume the burden of proving that the sale was exempt, and both may have to provide additional substantiation

Your failure to collect sales or use tax, as a result of accepting an improperly completed exemption certificate or receiving the certificate more than 90 days after the sale, will make you personally liable for the tax plus any penalty and interest charges due

You must keep this exemption certificate for at least three years after the due date of the last return to which it relates, or after the date when the return was filed, if later You must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate you have on file for that customer

Caution: You will be subject to additional penalties if you sell tangible personal property or services subject to tax, or purchase or sell tangible personal property for resale, without possessing a valid *Certificate of Authority* In addition to the criminal penalties imposed under the New York State Tax Law, you will be subject to a penalty of up to $500 for the first day on which such a sale or purchase is made, plus up to $200 for each subsequent day on which such a sale or purchase is made, up to the maximum allowed.

Need help?

Internet access· *www nystax gov* (for information, forms, and publications)

Fax-on-demand forms· Forms are available 24 hours a day, 7 days a week 1 800 748-3676

Telephone assistance is available from 8 00 A M to 5 00 PM (eastern time), Monday through Friday

To order forms and publications	1 800 462-8100
Business Tax Information Center	1 800 972-1233
From areas outside the U S and outside Canada	(518) 485-6800

Hotline for the hearing and speech impaired· If you have access to a telecommunications device for the deaf (TDD), contact us at 1 800 634-2110 If you do not own a TDD, check with independent living centers or community action programs to find out where machines are available for public use

Persons with disabilities. In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ST-124 (7/97)
New York State
Department of Taxation and Finance

New York State and Local Sales and Use Tax

Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor

Read this form completely before making any entries.

This certificate may not be used to purchase building materials

Name of **customer** *(print or type)*			Name of **contractor** *(print or type)*		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code
Certificate of Authority number (if any)			Certificate of Authority number (if any)		

To be completed by the customer:

Describe capital improvement to be performed

Project name			
Street address (where the work is to be performed)	City	State	ZIP code

I certify that

- I am the ☐ owner, ☐ tenant, of the real property identified on this form, **and**
- The work described above will result in a capital improvement to the real property within the guidelines listed on the back of this form, **and**
- This contract *(check one)* ☐ includes, ☐ does **not** include, the sale of tangible personal property that, when installed, retains its identity as tangible personal property and does not become a permanent part of the real property

I understand that

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement, **and**
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract, when the property installed by the contractor does not become a permanent part of the real property, **and**
- I will be subject to civil or criminal penalties (or both) under the Tax Law, if I issue a false or fraudulent certificate

Signature of customer	Title	Date

To be completed by the contractor:

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above (A copy of the written contract, if any, is attached)

I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest

Signature of contractor or officer	Title	Date

This certificate is not valid unless all entries are completed.

Guidelines

If a contactor gets a properly completed (that is, no required entries on the form are left blank) Form ST-124, *Certificate of Capital Improvement*, from the customer within 90 days after rendering services, the customer bears the burden of proving the job or transaction was a capital improvement (that is, was not taxable to the customer).

If a contractor does not get a properly completed *Certificate of Capital Improvement* within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement The failure to get a properly completed certificate, however, does not change the taxable status of a transaction, that is, a contractor may still show that the transaction was a capital improvement If a contractor erects a building for a customer, or performs some other work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement If the work performed is taxable (such as repair, service, or maintenance), the contractor must collect tax from the customer on the full charge to the customer, including labor and materials

The contractor must keep any exemption certificate for at least three years after the due date of the last return to which it relates, or the date the return was filed, if later The contractor must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate on file for that customer

When the customer completes this certificate and gives it to the contractor, it is evidence that the work to be performed will result in a capital improvement to real property

A capital improvement to real property is defined in section 1101(b)(9) of the Tax Law and Sales Tax Regulation section 527 7(a)(3), as an addition or alteration to real property that

(a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property,

and

(b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself,

and

(c) is intended to become a permanent installation

The work performed by the contractor must meet all three of these requirements to be considered a capital improvement This certificate may not be issued unless the work qualifies as a capital improvement

A contractor, subcontactor, property owner, or tenant, may not use this certificate to purchase building materials or other tangible personal property tax free. A contractor's acceptance of this certificate does not relieve the contractor of the liability for sales tax A contractor must pay sales tax on the purchase of building materials or other tangible personal property subsequently incorporated into the real property as a capital improvement (see Publication 764, *Home Improvements and Repairs*, for additional information) unless the contractor can legally issue Form ST-120 1, *Contractor Exempt Purchase Certificate*

The term *materials* is defined as items that become a physical component part of real or personal property, such as lumber, bricks, or steel (Sales Tax Regulation, section 541 2(i))

This term also includes items such as doors, windows, kits, and prefabricated buildings used in construction

Floor Covering

Floor covering such as carpet, carpet padding, linoleum and vinyl roll flooring, carpet tile, linoleum tile, and vinyl tile installed as the initial finished floor covering in (1) new construction, (2) a new addition to an existing building or structure, or (3) in a total reconstruction of an existing building or structure, constitutes a capital improvement regardless of the method of installation As a capital improvement, the charge to the property owner for the installation of floor covering is **not** subject to New York State and local sales and use taxes However, the retail purchase of floor covering (such as carpet or padding) itself is subject to tax

Floor covering installed other than as described in the preceding paragraph does not qualify as a capital improvement, even though it meets the criteria stated in (a), (b), and (c) Therefore, the charge for materials and labor is subject to the sales tax, regardless of the manner in which the covering is installed (see Publication 864 1, *Floor Coverings and the Sales Tax Law*, for additional information), but the contractor may apply for a credit or refund of any sales tax already paid on the materials

The term *floor covering* does **not** include flooring such as ceramic tile, hardwood, slate, terrazzo, and marble Thus, the rules for determining when floor covering constitutes a capital improvement do not apply to such flooring Rather, the criteria stated in (a), (b), and (c) above apply to the flooring

For guidance as to whether a job is a repair or a capital improvement, refer to Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*

Need Help?

Telephone Assistance is available from 8 30 a m to 4 25 p m , Monday through Friday **For business tax information and forms,** call the Business Tax Information Center at 1 800 972-1233 **For general information,** call toll free 1 800 225-5829 **To order forms and publications,** call toll free 1 800 462-8100 **From areas outside the U.S. and Canada,** call (518) 485-6800

Fax-on-Demand Forms Ordering System - Most forms are available by fax 24 hours a day, 7 days a week Call toll free from the U S and Canada 1 800 748-3676 You must use a Touch Tone phone to order by fax A fax code is used to identify each form

Internet Access - http://www.tax.state ny.us Access our website for forms, publications, and information.

Hotline for the Hearing and Speech Impaired - If you have access to a telecommunications device for the deaf (TDD), you can get answers to your New York State tax questions by calling toll free from the U S and Canada 1 800 634-2110 Assistance is available from 8 30 a m to 4 15 p m , Monday through Friday If you do not own a TDD, check with independent living centers or community action programs to find out where machines are available for public use

Persons with Disabilities - In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities If you have questions about special accommodations for persons with disabilities, please call the information numbers listed above

Mailing Address - If you need to write, address your letter to NYS Tax Department, Taxpayer Assistance Bureau, W A Harriman Campus, Albany NY 12227

New York State Department of Taxation and Finance

Certification of Agency Appointment by a New York Governmental Entity

DTF-122

(7/05)

This form cannot be used for purchases by employees of governmental entities or in IDA projects

I Michael B. Francois (Name of authorized representative) affirm that 1 World Trade Center, LLC (Name of designated agent) with a federal employer identification number of Exemption (1/4) (Designated agent's federal EIN) was duly designated by a contract dated September 5, 2007 (Date of designation) as an official agent of The Port Authority of NY and NJ (Legal name of New York governmental entity) (an agency of other instrumentality of New York State or its political subdivisions, including counties, municipalities, public school districts, or public corporations) for the purpose of making purchases on its behalf and for which purchases the credit of the above-named governmental entity is committed

This agency appointment is effective for purchases (including leases and rentals) of tangible personal property and taxable services for the following named contract between the above governmental entity and agent *(you must include the contract ID number or title)*

Amended and Restated Agreement of Lease dated July 16, 2001

Clearly describe the scope of the agency and the types of purchases that the above party is authorized by the governmental entity to make on its behalf, and any limitations imposed on such entity *(attach additional pages as needed)*:

Purchase of materials, supplies and services and purchase or rent of equipment for the construction of the Freedom Tower, 1 World Trade Center in lower Manhattan, New York City, New York.

Effective period of the agency appointment

The designation and acceptance of agency is effective beginning on 9 / 5 / 2007 (Date), through and including 7 / 15 / 2100 (Date)

Acknowledgments

(i) The governmental entity, through its authorized representative, hereby acknowledges the following with regard to purchases (including leases and rentals) made by the above-named agent pursuant to this certification that are within the scope of the agency designation and are made during the effective period of the agency appointment

1. the purchases shall be considered the legal equivalent of purchases made directly by the above-named governmental entity; and
2. that any item or material purchased shall immediately, upon the vendor's delivery to the agent, become the property of the named governmental entity, and
3. the named governmental entity, as principal, assumes direct liability to the vendor for the agent's purchases of any property or services

The authorized representative further acknowledges that he or she is acting in the capacity of an officer or employee of the above-named governmental entity, that he or she has sufficient familiarity with the above-named contract to certify that the above contract creates a principal-agent relationship, and that he or she has the authority to execute this certification on behalf of the above-named governmental entity

(ii) The authorized representative of the agent hereby acknowledges that it was designated an agent of the governmental entity named in the contract described above and that it has agreed to act on the entity's behalf. **In addition, the entity named as designated agent may not rely on this form to create the agency relationship. If an agency relationship does not exist, the entity named as designated agent may owe tax on its purchases.** The agent is **not** authorized to delegate this purchasing agency appointment to others, separate complete certifications of agency by this New York governmental entity are required for each contractor or subcontractor who is to purchase on behalf of this New York governmental entity

Certification

We further certify that all of the statements made on this certificate are true and correct, and that it is within our authority to make such representations. We make these statements with the knowledge that knowingly making a false or fraudulent statement on this document is a misdemeanor under Tax Law section 1817 and Penal Law section 210.45, punishable by imprisonment for up to a year and a fine of up to $10,000 for an individual or $20,000 for a corporation. We understand that the Tax Department is authorized to investigate the validity of the exemption claimed or the accuracy of any information entered on this form.

New York governmental entity information

Name of New York governmental entity: The Port Authority of NY and NJ	
Street address: 225 Park Avenue South, 15th Floor	
City: New York, New York	State / ZIP code: 10003
Name and title of authorized representative of governmental entity: A. Paul Blanco	
Signature of authorized representative of governmental entity:	Date: 10/16/07

Appointed agent information

Name of agent: 1 World Trade Center, LLC c/o Port Authority	
Street address: 225 Park Avenue South, 19th Floor	
City: New York, New York	State / ZIP code: 10003
Name of authorized representative of agent: Michael B. Francois	
Signature of authorized representative of agent:	Date: 10/16/07

Please note. For this form to be valid, the date of agency designation above must be on or before the beginning of the effective period of the agency appointment listed above. For a purchase for an eligible New York governmental entity through a designated agent to be eligible for exemption from tax, the designation of agency must be made and accepted before the time of the purchase transaction. For more details, see Publication 765, *Sales and Fuel Excise Tax Information for Properly Appointed Agents of New York Governmental Entities*

New York State Department of Taxation and Finance

New York State and Local Sales and Use Tax

Exempt Purchase Certificate for an Agent of a New York Governmental Entity

ST-122

(7/05)

To be completed by the purchaser and given to the seller

Read instructions on the back before completing or accepting this form

Valid for purchases made on or after July 1, 2005.

This certificate is not valid unless all entries have been completed

This form cannot be used by employees of governmental entities or in IDA projects.

You cannot use this form to purchase motor fuel, diesel motor fuel, or residual petroleum product exempt from tax.

Mark an X in one. ☐ Single-purchase certificate ☒ Blanket certificate (Agency designation and acceptance are effective on 9 / 5 / 07 Date, through and including 7 / 15 / 2100 Date

Name of seller	Name of purchaser 1 World Trade Center, LLC as Agent for The Port Authority of NY and NJ
Street address	Street address 225 Park Avenue South, 19th Floor
City State ZIP code	City State ZIP code New York, New York 10003
	Purchaser's federal employer identification number Exemption (1/4)
	Purchaser's Certificate of Authority number (if any)

Part I — Agent's statement

I have attached a copy of the completed Form DTF-122, *Certification of Agency Appointment by a New York Governmental Entity* which certifies that the above purchaser has been appointed as the agent of the _____ (Legal name of New York governmental entity), and I hereby affirm that all of the statements made in the attached Form DTF-122 remain true and accurate. Moreover, I affirm that any purchase(s) the above purchaser makes pursuant to this exemption certificate is made as the agent of the above-named governmental entity, and that this purchase(s) (and any subsequent purchase(s) if used as a blanket certificate) is within the scope of the purchaser's authority as agent as described in the attached Form DTF-122, and that such authority has not expired, been suspended, or been revoked.

Part II — Purchase information

Mark an X in the appropriate box(es) and provide a clear description of the items or services being purchased or, if this certificate is being issued as a blanket certificate, provide a general description of the type of item or service to be covered by the certificate.

☐ Tangible personal property ☐ Taxable services

Description

Part III — Certification

I certify that the above statements are true and correct. I make these statements with the knowledge that knowingly making a false or fraudulent statement on this document is a misdemeanor under section 1817 of the Tax Law and section 210.45 of the Penal Law, punishable by imprisonment for up to a year and a fine of up to $10,000 for an individual or $20,000 for a corporation. I understand that the Tax Department is authorized to investigate the validity of the exemption claimed or the accuracy of any information entered on this form.

Signature of agent's officer or authorized employee (give title and relationship)	Date 10/16/2007
Type or print the name that appears in the signature box Michael B. Francois	

New York State Department of Taxation and Finance

New York State Taxes on Fuel (Articles 12-A, 13-A, 28, and 29)

Fuel Tax Exempt Purchase Certificate for an Agent of a New York Governmental Entity

FT-122 (7/05)

To be completed by the purchaser and given to the seller

Read instructions on the back before completing or accepting this form

Valid for purchases made on or after July 1, 2005.

This certificate is not valid unless all entries have been completed

This form cannot be used by employees of governmental entities or in IDA projects

Mark an *X* in one. ☐ Single-purchase certificate ☒ Blanket certificate *(Agency designation and acceptance are effective on* 7/5/07 *Date, through and including* 7/15/2100 *Date)*

Name of seller	Name of purchaser 1 World Trade Center, LLC as Agent for The Port Authority of NY and NJ
Street address	Street address 225 Park Avenue South, 19th Floor
City State ZIP code	City New York, New York State 10003 ZIP code
	Purchaser's federal employer identification number Exemption (1/4)
	Purchaser's sales tax *Certificate of Authority* number *(if any)*

Part I — Agent's statement

I have attached a copy of the completed Form DTF-122, *Certification of Agency Appointment by a New York Governmental Entity*, which certifies that the above purchaser has been appointed as the agent of the The Port Authority of NY and NJ (*Legal name of New York governmental entity*), and I hereby affirm that all of the statements made in the attached Form DTF-122 remain true and accurate. Moreover, I affirm that any purchase(s) the above purchaser makes pursuant to this exemption certificate is made as the agent of the above-named governmental entity, and that this purchase(s) (and any subsequent purchase(s) if used as a blanket certificate) is within the scope of the purchaser's authority as agent as described in the attached Form DTF-122, and that such authority has not expired, been suspended, or been revoked.

Part II — Purchase information

Mark an *X* in the appropriate box(es) in the purchaser's capacity as agent of the above named governmental agency.

☐ The purchaser is purchasing **motor fuel** for the governmental entity's own use or consumption (exempt from the motor fuel tax, the petroleum business tax, and state and local sales taxes, but subject to the petroleum testing fee)

☐ The purchaser is purchasing **diesel motor fuel** for the governmental entity's own use or consumption (exempt from the diesel motor fuel tax, the petroleum business tax, and state and local sales taxes)

☐ The purchaser is purchasing **residual petroleum product** (mark an *X* in the appropriate box):

- ☐ **for the governmental entity's own use or consumption** (exempt from the petroleum business tax and state and local sales taxes)
- ☐ **where the governmental entity is the purchaser,** but the residual petroleum product is not for the governmental entity's own use or consumption (exempt from state and local sales taxes but subject to the petroleum business tax)

Part III — Certification

I certify that the above statements are true and correct. I make these statements with the knowledge that knowingly making a false or fraudulent statement on this document is a misdemeanor under sections 1812, 1812-l, and 1817 of the Tax Law, and section 210.45 of the Penal Law, punishable by imprisonment for up to a year and a fine of up to $10,000 for an individual or $20,000 for a corporation. I understand that the Tax Department is authorized to investigate the validity of the exemption claimed or the accuracy of any information entered on this form.

Signature of agent's officer or authorized employee *(give title and relationship)*	Date 10-16-2007
Type or print the name that appears in the signature box Michael B. Francois	

INITIAL HERE AK

Exemption (4)

January 30, 2009

RIDER "K"
PROJECT CORRUPTION PREVENTION PROGRAM
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

BACKGROUND QUALIFICATION QUESTIONNAIRE PACKAGE

Introduction:
The Port Authority of New York and New Jersey has implemented a Project Corruption Prevention Program ("PCPP") for all World Trade Center Projects. The **Office of the Inspector General of the Port Authority of New York and New Jersey** and the **World Trade Center Construction Department** have worked collaboratively in the design and implementation of the PCPP. The PCPP is grounded in the bedrock belief that fair and ethical business practices are an absolute prerequisite to doing business on these Projects. These ethical practices must be followed by all contractors, subcontractors, consultants, vendors and suppliers, of all tiers, on all Port Authority WTC Projects.

One of the components of the PCPP is contractor and vendor screening, designed to ensure that, in addition to demonstrated records of quality performance and solid financial capacities, firms awarded contracts for work on the WTC Projects possess high ethical standards and a record of law abiding conduct. Screening is being performed through the use of a background qualification questionnaire package ("BQQP"). To that end, and to facilitate the consideration of your firm for the award of a contract, we have enclosed a BQQP for your immediate attention.

Instructions:
The Background Qualification Questionnaire Package consists of two forms:

1) the Background Qualification Questionnaire, (the "BQQ", also referred to as the Rider K Attachment), and attached Exhibit A Certification; and,
2) the Certification of No Change.

All consultants, sub-consultants, contractors, sub-contractors, and vendors, of all tiers, whose contracts or purchase orders will exceed $100,000 (collectively, "WTC Contractors") must complete an initial BQQ. The Company will then be required to file updates to the BQQ in relation to each new WTC contract or purchase order in excess of $100,000. So that WTC Contractors do not have to file a new BQQ every time, WTC Contractors may submit the Certification of No Change, whenever it is applicable. In the event that the Company cannot certify to no change, the Company will be required to file an updated BQQ in full. For this reason, **the Company should never submit more than one form at a time, rather only one form for one contract or purchase order.** Please retain blank copies for future use.

Forms in this Questionnaire Package **must be completed by a Key Person** (see Question 9 of the BQQ for definition of Key People) who is knowledgeable about the past and present operations of the Company. If a particular question does not apply, the response should state "Not Applicable" ("N/A").

Please answer all questions truthfully, fully and accurately. The Company may expand on the answers given or the information submitted by attaching additional pages. Use 8½ X 11" paper, marking each page with the firm's name, Tax ID # (also known as Employer Identification Number-EIN) and the number/section of the question that is being answered. Individual WTC Contractors that do not have a Tax ID # should enter their Social Security Number. When completing the BQQP, err on side of full and complete disclosure.

(continued...)

INITIAL HERE A.K.

Return the completed BQQP to the **Office of the Inspector General**, not to the firm that your Company will be contracting with. In order to ensure timely processing, please complete the appropriate form and send the **signed & notarized original**, as soon as possible, but in no event later than two weeks after receipt of the BQQP to:

Ronald Calvosa
Program Manager
The Port Authority of New York and New Jersey
Office of Inspector General
5 Marine View Plaza, Suite 502
Hoboken, NJ 07030

In addition, to further expedite processing, the Office of the Inspector General will also accept a fully completed preliminary BQQP via fax (**973-565-4307**) or email (**OIGBQQP@panynj.gov**), however, follow-up with the **original by mail is still required**, as detailed above.

If you have any questions please call the Office of the Inspector General at (973) 565-4340 and request to speak with an Investigator on the WTC Fraud Prevention Unit.

In the event of changes in ownership, address, circumstances, conditions or status of the firm that would require amending the answers to this Questionnaire, the firm shall notify the above in writing of such changes within one month after the change has occurred.

We appreciate your cooperation.

Print Form

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WORLD TRADE CENTER

BACKGROUND QUALIFICATION QUESTIONNAIRE

FOR

SIGNS + DECAL CORP
("The Company")

Tax ID# (or SSN) _____

General Identification

1. Tax ID #_____

   Business Entity Name (the "Company") _____

   D/B/A name, if any_____
   (D/B/A means "doing business as")

   Street address_____

   City/State/Zip_____

   Mailing address (if different)_____

   City/State/Zip_____

   Phone No. _____ Fax No. _____

   E-mail address_____ Website _____

2. a. What World Trade Center Project is the Company intending to work on? (Select one).
   - ☐ Central Chiller Plant – (Owner's Rep/Construction Mgr: *N/A*)
   - ☐ Freedom Tower – (Owner's Rep/Construction Mgr: "Tishman Construction Corporation")
   - ☐ Nat'l Sept. 11 Memorial & Museum – (Owner's Rep/Construction Mgr "Bovis Lend Lease")
   - ☐ Transportation Hub – (Owner's Rep/Construction Mgr "Phoenix Constructors JV")*
     *References made to Phoenix Constructors JV are also inclusive of its individual partner firms. Bovis Lend Lease, Flour Corporation; Granite Construction, Inc.; and Skanska USA
   - ☐ Vehicular Security Center – (Owner's Rep/Construction Mgr *N/A*)
   - ☐ Other (Specify)_____ – (Owner's Rep/Construction Mgr *N/A*)

   b. Prime Contractor (the "Prime")_____
   (The firm that the Company will be contracting with)

   c. Description of Work_____

3. a. Has the Company changed address(es) in the past five years?
   ☐ No ☐ Yes

   b. Has the Company operated under any other name(s) in the past five years?
   ☐ No ☐ Yes

   c. Does the Company have offices, plants or warehouses at other addresses?
   ☐ No ☐ Yes

   If 'yes', to question 3 a, b, or c provide details below.

Specify (3a-c)	Name	Address	From (Mo./Yr.)	To (Mo./Yr.)

Business Organization and History

4. Type of Company: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture*
☐ Limited Liability Company ☐ Other (Specify) _____

* If the Company is a Joint Venture, please provide a list of all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate BQQ.

Partner/Party Name	Tax ID# (or SSN)	% of Ownership

5.
a. Date the Company was formed _____
b. Date of incorporation if different than date the Company was formed _____
c. State in which formed or incorporated _____
d. Number of shares authorized for issuance if company is a corporation _____
e. Number of shares issued to individuals or entities _____
f. Registered Agent (Lawyer/incorporator) _____

6. Was the Company purchased as an existing business by its present owner(s)?
☐ No ☐ Yes (if yes, provide information below)

Date purchased _____
Previous Owner(s) Name(s): _____

7. Does the Company own, rent, or lease any of its office facilities?
☐ Own
☐ Lease/Rent (if leased or rented, provide information below)

Owner Name	Address	Phone Number

8. Does the Company share any office space, staff, or equipment (including telephone exchanges) with any other business or organization?
☐ No ☐ Yes (list below)

Tax ID# (or SSN)	Firm Name	Address/Nature Of Shared Facilities

9. Identify all Key People

Instructions: Fill in the required information on all present and past **Key People for the past five years.**

"Key People" include.

- Principals, directors, officers
- Shareholders of 5% or more of the Company's issued and outstanding stock
- Any manager or individual who participates in overall policy-making or financial decisions for the Company
- Project managers and project executives
- Any person in a position to control and direct the Company's overall operations
- Authorized signatories to bank accounts and any debt instruments, whether or not otherwise considered Key People

"Shareholders" are owners of stock or other securities that can be converted to stock that, if converted, would constitute 5% of the Company's issued and outstanding stock Other securities include stock options, secured or unsecured bonds, warrants and rights.

Be sure to include all those who fit the definition of Key People for the past five years whether or not they are currently with the Company. Copy this page if more space is required

KEY PEOPLE TABLE
COMPLETE ALL BLANK AREAS

	PERSON #1	PERSON #2	PERSON #3
NAME AND HOME ADDRESS*			
Date of Birth			
SS #			
Current Title			
From (Date)			
To (Date)			
% of Ownership			
Number of Shares Owned			
How Shares Were Acquired			
	PERSON #4	PERSON #5	PERSON #6
NAME AND HOME ADDRESS*			
Date of Birth			
SS #			
Current Title			
From (Date)			
To (Date)			
% of Ownership			
Number of Shares Owned			
How Shares Were Acquired			

* Provide current proper legal name and specify any name change, including maiden or married names or aliases.

10. At present or during the past five years:

a. Has the Company been a subsidiary of any other firm?
☐ No ☐ Yes

b. Has the Company consisted of a partnership in which one or more partners are other firms?
☐ No ☐ Yes

c. Has any other firm owned 5% or more of the Company?
☐ No ☐ Yes

d. Has the Company been a joint venture partner with any other firms?
☐ No ☐ Yes

If 'yes' to question 10 a, b, c, or d, list the other firms below and indicate the percent of stock, if any, owned in the Company.

	FIRM #1	FIRM #2
Specify (10a-d)		
Tax ID#		
Firm Name		
Address		
Relationship To The Company (Co. Owner, Partner, Etc.)		
% of the Company Owned		
From (Date)		
To (Date)		
Representative Name/Title		

11. At present or during the past five years:

a Has the Company had any subsidiaries?
☐ No ☐ Yes

b. Has the Company owned 5% or more of any other firm?
☐ No ☐ Yes

If 'yes' to question 11 a or b, list the firms below and indicate the percent of the other firm's stock owned by the Company.

Specify (11a,b)	Tax Id#	Firm Name and Address	% Owned By The Company	Dates of Ownership From/To

12. At present or during the past five years have any of the Key People of the Company served as a Key Person (see definition in question 9) or owned 5% or more of any other firm (including firms that are inactive or have been dissolved)?
☐ No ☐ Yes

If 'yes' to question 12, list below:

Firm Name and Address	Tax Id#	Key Person	Position Held	% Owned	Remainder Owned By	Dates Owned From/To

All firms listed in questions 10 a-d, 11 a-b, and 12 will be referred to in the following questions as: "Affiliate Firms"

13. Are any Key People of the Company:

a. present or past employees of The Port Authority of New York and New Jersey, the Owner's Rep/Construction Mgr. identified in Question 2(a), or the Prime identified in Question 2(b)?
☐ No ☐ Yes

b. related by kinship or marriage to any present or past employee of The Port Authority of New York and New Jersey, the Owner's Rep/Construction Mgr. identified in Question 2(a), or the Prime identified in Question 2(b)?
☐ No ☐ Yes

If 'yes' to question 13a or b, provide names of such individual(s) and indicate relationship to the current/former employee.

_____
_____
_____
_____

14. Number of employees of the Company (not including Key People) _____

15. Is the Company a union company or non-union company?
☐ Union ☐ Non-Union

If 'Union', provide below which trade(s) the Company has agreements with and the date of their expiration.

Union Name & Local #	Exp. Date	Union Name & Local #	Exp. Date

16. Does the Company currently participate in any business or job opportunity certification programs with the Port Authority or any other government agency? (i.e. MBE, WBE, SBE, DBE, LBE, etc.)
☐ No ☐ Yes

If 'yes' to question 16, provide details below:

Certification Type	Exp. Date	Certifying Agency	Certification #

Financial Information

17. At present or in the past five years:

a. Has the Company been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of $50,000 or more?
☐ No ☐ Yes

b. Have any of the Company's Key People been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of $50,000 or more, for the benefit of the Company?
☐ No ☐ Yes

c. Has the Company pledged any of its stock to guarantee any of the above obligations?
☐ No ☐ Yes ☐ N/A

d. Has any individual or the Company been a guarantor, co-maker or co-signer of any of these obligations on behalf of the Company?
☐ No ☐ Yes ☐ N/A

If 'yes', to any portion of question 17a-d, provide details below:

Specify (17a-d)	Name of Creditor	Name of Borrower	Amount of Loan & Balance Remaining	Terms of Pledge or Loan	Name of Guarantor, or Co-Signer

e. Have monies generated by the Company in the cumulative amount of $50,000 or more been loaned to another firm or individual by the Company or its Key People? ☐ No ☐ Yes

If 'yes', please provide details below:
Name: _____
Address: _____
_____

f. Has the Company, or any of its Affiliate Firms, or any of its Key People paid commissions or finders fees to obtain contracts or work to anyone other than its own key people? ☐ No ☐ Yes

If yes, explain: _____

18. Has the Company, or any of its Affiliate Firms, or any of its Key People been a party to a bankruptcy or reorganization proceeding?
☐ No ☐ Yes

If 'yes,' provide details below:

Caption	Date	Docket #	Court	County

19. During the past five years, has the Company ever:

a. been the subject of a lien, judgment or litigated claim of $25,000 or more by a subcontractor, supplier or other creditor?
☐ No ☐ Yes

b. failed to complete a contract for a commercial or private owner or government agency?
☐ No ☐ Yes

c. had, or does it currently have, any delinquent local, city, state or federal taxes outstanding?
☐ No ☐ Yes

If 'yes' to question 19 a, b or c, supply details below:

Specify (19a-c)	Agency/Owner	Contract #	Describe Circumstances & Current Status	Date of Events	Name/Phone No. of Contact Person

Experience/Performance

20. On the following table state the Company's gross revenues for the past three years:

	Sales/Gross Revenues	Net Income
Past Fiscal Year		
Past Fiscal Year (-1)		
Past Fiscal Year (-2)		

21. Does the Company have a bonding capacity?
☐ No ☐ Yes

If 'yes', provide information below on all surety companies that have agreed to furnish the Company with performance and payment bonds and answer all related questions:

a. Surety Name: _____
Address: _____
_____
Agent/Broker. _____
Phone No. (____)_____

b In writing bonds for the Company, does the surety company rely on the indemnity of any other firm(s) or individual(s)?
☐ No ☐ Yes

If 'yes', supply names & addresses of others:
_____
_____
_____

c. What is the Company's bonding capacity.

Single Job: $ _____ Aggregate: $ _____

22. Has the Company or any of its Key People, officers, owners or managers had any business related or professional licenses, certificates or certifications revoked or suspended in the past five (5) years?
☐ No ☐ Yes (if yes, explain below)

_____

_____

Compliance Information

23. Has the Company or any of its Affiliate Firms ever been the subject of any of the following actions by any government agency:

Government agencies include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations

*Note: Matters under appeal must be disclosed.

a. been suspended, debarred, disqualified, declared non-responsible or non-responsive, or had its prequalification revoked or otherwise been declared ineligible to bid or to perform work?
☐ No ☐ Yes

b. been barred from bidding or denied a contract as a result of refusal of Key People to testify before a grand jury or administrative board?
☐ No ☐ Yes

c. been denied a contract despite being the low bidder for any other reason?
☐ No ☐ Yes

d. been defaulted on or breached any contract?
☐ No ☐ Yes

e. had a contract terminated, for either "cause" or "convenience"?
☐ No ☐ Yes

f. been given a final unsatisfactory performance evaluation or determination, or deemed a poor performer (by letter or formal proceedings)?
☐ No ☐ Yes

g. been prevented, or barred from bidding for any other reason?
☐ No ☐ Yes

h. been denied a contract for failure to obtain surety or otherwise provide required security?
☐ No ☐ Yes

i. had liquidated damages assessed against it upon completion of a contract or failure to complete a contract?
☐ No ☐ Yes

If 'yes', to any portion of question 23 supply details below:

Specify (23a-i)	Agency	Contract #	Date of Action	Describe Action	Name/Phone # of Agency or Owner Contact Person

24. In the past five (5) years, has the Company or any current or past Key People or Affiliate Firms been a plaintiff or defendant in any lawsuits arising out of the Company's operations?
☐ No ☐ Yes

If 'yes', to question 24, supply details below and submit documentation if applicable. Indicate in P/D column whether the Company's Key People or key firms were plaintiffs (P) or defendants (D).

Caption or Action	P/D	Court	Index/Docket No.	Date	Status

25. In the past ten (10) years has the Company or any of its current or past Key People or Affiliate Firms:

a. voluntarily engaged the services of an Integrity Monitor, independent private sector inspector general, or integrity compliance consultant (hereinafter collectively referred to as an "integrity monitor") in connection with the performance of any public or private contract?
☐ No ☐ Yes

b. been required to engage the services of an Integrity Monitor, submit a certification in connection with the award of, or in order to complete, any public or private contract?
☐ No ☐ Yes

c. otherwise been the subject of audits/investigations (see definition of investigation below in Question 26a) performed by an integrity monitor in connection with any public or private contract?
☐ No ☐ Yes

If yes to any portion of question 25, explain below:

_____

_____

26. Has the Company or any of its current or past Key People or Affiliate Firms <u>ever</u>:

a. been under investigation involving any alleged violation of criminal law relating to business activities?
☐ No ☐ Yes

An <u>INVESTIGATION</u> includes an appearance before a grand jury by representatives of a business entity, any oral or written inquiry or review of the entity's documents by a public agency, temporary commission or other investigative body including, but not limited to, subpoenas and/or search warrants, or questioning of employees concerning the general operation or a specific project or activities of such business entity, whether or not such business entity is notified, is in-fact, or otherwise believed to be, the subject or target of any such investigation.

b. had records in its or his/her control, custody or ownership subpoenaed or seized by a search warrant by any law enforcement or government agency?
☐ No ☐ Yes

c. been questioned by any officer or agent of a law enforcement or investigative agency regarding any practices or conduct relating to the providing of services?
☐ No ☐ Yes

d. been advised of being the target, subject, or person of interest of an investigation involving any violation of criminal law?
☐ No ☐ Yes

e. been notified of being the subject of court ordered electronic surveillance?
☐ No ☐ Yes

f. been arrested or indicted or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument?
☐ No ☐ Yes

g. been convicted, after trial or by plea, of any felony under state or federal law?
☐ No ☐ Yes

h. been convicted of any misdemeanor involving business-related crimes?
☐ No ☐ Yes

i. entered a plea of nolo contendere to any felony and/or business-related misdemeanor?
☐ No ☐ Yes

j. entered into a consent decree?
☐ No ☐ Yes

k. been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law?
☐ No ☐ Yes

l. exercised the Fifth Amendment right against self-incrimination in testimony regarding a business related crime?
☐ No ☐ Yes

If 'yes', to any portion of question 26, supply details below and submit documentation.

Specify (26a-l)	Agency Or Court	Nature Of Action	Person Or Entity Named or Involved	Date	Status/Outcome

27. Do any current or past Key People listed in this application have any felony or misdemeanor charges pending against them that were filed either before, during or after their employment with the Company?
☐ No ☐ Yes

If 'yes' to question 27, provide details below:

Agency or Court	Nature of Charges	Key Person Named	Date of Charges

28. Has the Company or any of its current or past Key People or affiliate firms ever engaged in any of the following practices.

a. filed with a government agency or submitted to a government employee a written instrument which the Company or any of its Key People or affiliate firms knew contained a false statement or false information?
☐ No ☐ Yes

b. falsified business records?
☐ No ☐ Yes

c. given, or offered to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant?
☐ No ☐ Yes

d. given or offered to give, money, gifts or anything of value or any benefit to a labor official or public servant for any reason?
☐ No ☐ Yes

e. given, or offered to give, money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices?
☐ No ☐ Yes

f. agreed with another to bid below prevailing market rate?
☐ No ☐ Yes

g. agreed with another to submit identical or complementary bids or otherwise not to bid competitively or agree to withdraw or abstain from bidding?
☐ No ☐ Yes

h. agreed with another not to submit competitive bids in another's territory established either by geography or customers?
☐ No ☐ Yes

i. agreed with another to take turns in obtaining contracts by pre-determining which firm shall submit the lowest bid?
☐ No ☐ Yes

If 'yes', to any portion of question 28, explain below:

_____
_____
_____
_____

29. This document was prepared by (Note: This person must be a Key Person listed in response to Question 9):

_____ (Name) _____ (Title)

_____ (Signature) _____ (Date)

Tax ID# (or SSN) _____

EXHIBIT A
CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this Certification, and/or failure to conduct appropriate due diligence in verifying the information that is the subject matter of this Certification may prevent the Company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, a materially false statement willfully or fraudulently made in connection with this Certification may subject the Company and/or the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 13 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

Certifications must be notarized when signed.

I ALI KHALFAN (Print Name), being duly sworn, state that I am PRESIDENT (Title), an officer of the Company, and that I have read and understood the questions contained in the attached questionnaire.

I certify that to the best of my knowledge the information given in response to each question, whether prepared by me, or by the Key Person identified in Question 29, is full, complete and truthful as of this date hereof. I agree and warrant that truthfully answering the questions is an event entirely within my control.

I recognize that all the information submitted is for the express purpose of inducing the Port Authority to enter into a contract with, or to approve the award of a contract to, the Company.

I acknowledge that the Port Authority, may by means it deems appropriate, determine the accuracy, truth and completeness of the answers to the questions in the questionnaire. I authorize the Port Authority or its designee to contact any person or entity for purposes of verifying the information supplied by the Company.

ALI KHALFAN
(Print Name)

(Signature)

Sworn to before me
this _____ day of _____ 20____

_____
Notary Public

INITIAL HERE AK

RIDER "L"
CONTRACTOR PAYMENT PROCEDURES
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

Revised: December 14, 2006

TRADE: ALL TRADES

1. **SCHEDULE OF VALUES**

Prior to the commencement of Work hereunder, Contractor shall prepare and submit to Construction Manager, for approval by 1 WTC, a "Schedule of Values" furnishing a complete, detailed and itemized breakdown of the various divisions of the Work, including values for materials and labor The total of this cost breakdown shall be equal to the Lump Sum

2. **PROGRESS PAYMENTS**

With each pencil draft and official Application for Payment, the Contractor shall attach an Affidavit of Payment and Waiver of Claims (in the form attached) to the date of the last advance, as well as a statement of any back charges and credits to which the Construction Manager is entitled, a sworn statement of any claim for charges or extras due to the Contractor, such claim not to be valid unless made at the time and in the manner aforesaid, a sworn statement setting forth all amounts, if any, owed by Contractor to its subcontractors and suppliers, and a Schedule of Values showing the percentages of the various divisions of work completed, including values for materials and labor, and any other documentation or information requested by 1 WTC or Construction Manager All requisitions shall be made on and in compliance with Construction Manager's standard form of Contractor's requisition (in the form attached) and shall be subject to the terms thereof, including the submission of sworn statements from Contractor's subcontractors and vendors In addition to retainage and other amounts withheld under this Contract, the Construction Manager shall also retain a sum sufficient, in its opinion, to complete the Work in accordance with the terms of this Contract Moreover, in each instance of requisition prior to completion, the Contractor shall certify to the Construction Manager that the cost of the Work remaining to be done under this Contract does not exceed 90% of the balance of the Lump Sum unpaid In no event will the Construction Manager be required to pay in excess of 90% of the Lump Sum prior to the completion of all the Work the Contractor is obligated to perform under this Contract

3. **WITHHOLDING BY CONSTRUCTION MANAGER**

The Construction Manager may withhold payment to the Contractor as set forth in the Contract, including, without limitation, on account of (1) the failure of the Contractor to comply fully with any requirements of this Contract, including the failure of the Contractor to make payments to subcontractors or for material or labor, (2) the failure of the Contractor to prevent the filing of liens or claims or to avoid the reasonable probability of the filing of liens or claims against the Construction Manager, 1 WTC, the Authority, the Project or the Contractor, and (3) damage to another contractor by reason of acts or failure to act of the Contractor

FIRM NAME: SIGNS + DECAL CORP

INITIAL HERE AK

Revised: December 14, 2006

4. FINAL PAYMENT

The balance owing to the Contractor under the terms of this Contract shall not be due and payable except as set forth in the Contract and until

(1) the completion of all Work in this Contract, including patching and the furnishing of missing material,

(2) acceptance thereof by the Construction Manager and 1 WTC, and

(3) receipt by the Construction Manager of (A) all Contractor's "as built" drawings, records and related data, (B) all guaranties and warranties to which the Construction Manager is entitled hereunder, (C) all permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction, (D) a general release from the Contractor in form and substance satisfactory to 1 WTC, in favor of 1 WTC, the Authority, other persons and entities designated by 1 WTC, Construction Manager and sureties, if any, and (E) satisfactory proof that all claims, including taxes, growing out of the Work to be performed hereunder and any liens or attempts at liens growing out of the same which shall have been filed or recorded, have been released

(4) Payment of the Lump Sum and/or any other sums for the Work or any portion thereof and/or any other amounts due or claimed to be due or claimed to be due to Contractor shall be made by Construction Manager only from funds which Construction Manager has actually received in hand from 1 WTC and designated by 1 WTC for disbursement to Contractor CONTRACTOR AGREES TO LOOK SOLELY TO SUCH FUNDS FOR PAYMENT Contractor understands and agrees that Construction Manager shall have no responsibility to pay Contractor any amounts due to Contractor upon the Lump Sum and/or for the Work or any portion thereof and/or for any other amounts due or claimed to be due to Contractor except from and to the extent that Construction Manager has actually received funds from 1 WTC specifically designated for disbursement to Contractor Receipt of such funds by the Construction Manager shall be a condition precedent to payment by Construction Manager to Contractor

FIRM NAME: SIGNS + DECAL CORP

REQUISITION NO

TO

DATE

TISHMAN CONSTRUCTION CORP

BUILDER

CONTRACTOR

TRADE

ADDRESS

PROJECT

PERIOD ENDING

ITEM	CONTRACTOR USE ONLY	DO NOT WRITE IN THIS COLUMN
1 Amount on Contract		
2 Change Orders Issued to Date (Item II, Attached Summary)		
3 Pending Change Orders (Item III, Attached Summary)		
4 Total of Above		
5 Value of Work Completed to Date (Item IV, Attached Breakdown)		
6 Less 10% Retained		
7 Net of Items 5 and 6		
8 Total Prior Payments		
9 Amount of This Requisition (Net of Item 7 less 8)		
10 Total Payments to Date		

Attached hereto is our Contract Breakdown together with claimed value of work completed to date substantiating the amount specified in Item 5 above Neither payment on account hereof or any invoice, change order or other request, nor any entry by Builder in its records relating to such payment or work, shall constitute acceptance by Builder of any part of any work or the completion or value thereof or serve to waive any of Builder's rights under the Contract If the Builder is acting in the capacity of a General Contractor all references in this entire requisition to "Contractor" shall be deemed to mean "Subcontractor"

Contractor

By

(Title)

AFFIDAVIT ON REVERSE SIDE MUST BE EXECUTED BY CONTRACTOR

(DO NOT WRITE BELOW)

Checked by

Approved by $

Approved by

Final Release in hand

ACCOUNTING USE ONLY

REQUISITION NUMBER	DATED / /	CHECK NUMBER	CHECK DATE
J R R E Q			

PROJE	CONTRACTOR NO	TRADE	TENANT	VALUE OF WORK	PAYMENT

Remarks

COST BREAKDOWN SUMMARY

Project _____ For Period Ending _____

Contractor _____ Trade _____

I CONTRACT BREAKDOWN

Do not Write In This Col

Total Contract $ - Total Completed to Date $ -

II CHANGE ORDERS ISSUED TO DATE

CHANGE ORDER NO	DESCRIPTION	AMOUNT	VALUE COMPLETED	Do not Write In This Col
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Total Change Orders $ - Total Completed to Date $ -

III PENDING CHANGE ORDERS

	DATE & DESCRIPTION	AMOUNT	VALUE COMPLETED	Do not Write In This Col
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Total Pending Changes $ - Completed to Date $ -

IV TOTAL WORK UNDER ITEMS I, II, III COMPLETED TO DATE $ -

AFFIDAVIT OF PAYMENT
AND WAIVER OF CLAIMS

Re:_____
(Project)

STATE OF)
) ss:
COUNTY OF)

_____ being duly sworn, deposes and says

1 That s/he is the _____ of _____ (hereafter called the "Contractor") which has a contract with TISHMAN CONSTRUCTION CORPORATION as agent for 1 World Trade Center, LLC (hereafter called the "Builder") covering the ____ _____ work for the building at **1 World Trade Center**, NY, NY.

2 That the said Contractor has paid in full (at the prevailing recognized rate and without any improper or illegal deductions or rebates), in accordance with the specifications and contract obligations, for all work, labor, materials and services supplied or performed in connection with said work to the date of the requisition on the reverse side hereof, including all Social Security, Unemployment Insurance and Sales and other Taxes applicable thereto, and there are no unpaid claims for any said labor or materials in connection with the performance of said Work or any of the said Taxes except as stated in paragraph 3 below, and any claim for such amounts is hereby forfeited and waived.

3 That as of the date hereof no amounts are due and no claims have been made against the said Contractor for any unpaid material or labor with the exception of the following all of which are for labor and/or materials provided since the date of the requisition preceding this requisition, and as to such unpaid claims the Builder is hereby authorized, at its option, in behalf of the Contractor, to make direct payment to such claimants and charge same to the Contractor, i.e.:

NAME & ADDRESS	ITEM	AMOUNT

4 That no payment made to the Contractor shall be deemed an acceptance by the Builder of defective work or materials or shall operate as an admission on the part of the Builder or Architect that the said contract, or any portion thereof, has been complied with the Contractor in case the fact shall be otherwise.

5 All sums received by the Contractor shall be held in trust to pay for any labor or materials in connection with the work, before being used for any other purpose

6. This Affidavit and Waiver is made for the purpose of inducing the Builder to make payment under the terms of the subject contract relying on the truth of the statement contained herein

Subscribed and sworn to before me

_____
(Company Name)

this _____ day of _____

By_____
(Title)

_____
Notary Public

PAGE _____ OF _____

_____ (PROJECT)
_____ (TRADE)

CONTRACT COST BREAKDOWN SCHEDULE

DESCRIPTION/ COST CENTER	QUALITY UNIT OF MEASUREMENT	UNIT PRICE	VALUE	FIELD LABOR	ALL OTHER COSTS	COMPLETED TO DATE		COMPLETED TOTAL TO DATE
						FIELD LABOR	A.O.C.	
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
							SUB-TOTAL THIS PAGE NO. _____	
							GRAND TOTALS PAGES _____ THRU _____	$ -

BILL OF SALE

For and in consideration of the total value of materials$_____less retainage of $_____current payment due$_____by **1 World Trade Center LLC** (hereinafter refferred to as "Purchaser") _____(hereinafter referred to as "Seller"), the receipt whereof is to be acknowledged Seller does hereby grant, bargain, sell, convey, set over, transfer, assign and deliver unto Purchaser all the right title and interest which it has in the personal property aet forth in Invoice#_____dated_____attached hereto and made part hereof by reference, and described in attached listing of materials received from vendors

Seller does hereby covenant and warrant that it is the true and lawful owner of the property assigned, transferred, sold, and conveyed pursuant to this Bill of Sale, that said property is free and clear from all encumbrances and liens, that Seller has good right and full power and authority to sell, transfer, assign and convey all of said property, and the Seller will warrant and defend the title to all of said property unto Purchaser, its successors and assigns, against all claims and demands of all persons, firms or corporations whatsoever Materials are being stored at _____ and at (see below)*

IN WITNESS HEREOF, the parties hereto, by their duly authorized officers, have executed and set their hands and seals to this Bill of Sale, this_____day of_____

Company _____(Seller)
Signature _____
Title _____

_____

1 World Trade Center, LLC

STATE OF))
COUNTY OF))

Sworn to before me this____day
of _____ 200__

_____
(NOTARY)

Project: 1 World Trade Center

PAGE ____ OF _____
REQ # _____
DATE: _____

General Contractor/Construction Mgr. TISHMAN CONSTRUCTION OF NY

Subcontractor. _____

STORED MATERIALS INVENTORY

A	B	C	D	E	F	G	H	I	J	K
Item	Description of Material in Storage	Scheduled Value	Storage Address	Supplier	Opening Inventory	Additions to Inventory	Quantity Shipped	Usage of Inventory	Closing Inventory	Retainage
TOTALS										

INITIAL HERE

RIDER "M"

November 2, 2005

Tishman Construction Safety Guidelines

"Tishman Values Safety"

Tishman Construction Corporation
666 Fifth Avenue
New York, NY 10103

INITIAL HERE
AK

TABLE OF CONTENTS

Forward

Part I: **Tishman Construction's Safety Overview**
1.1 Tishman Construction's Safety Overview

PART II: **Safety Compliance: Program Responsibilities and Administration**
2 1 General Information
2.2 Contractor's Safety Representative Requirements
2.3 Construction Manager's Responsibilities
2.4 Contractor Responsibilities
2.5 General Safety Requirements for Construction Sites
2.6 Site Appearance

Part III: **Federal Safety Requirements/Compliance**
3 1 Workplace Health Program
3 2 Posting Requirements
3 3 The Hazard Communication Standard
3.4 Competent Person
3.5 OSHA Inspection/Focused Inspection
3 6 Safety Complaints
3 7 Fall Protection
3 8 Electrical Guidelines
3 9 Lockout/Tagout
3 10 Illumination
3 11 Struck-by and Fall/Flying Objects
3 12 Personal Protective Equipment (PPE)
3.13 Housekeeping Tips
3 14 Toilets and Washing Facilities
3 15 Drinking Water
3 16 Fire Prevention and Torch Use
3 17 Stairs, Guardrails, Passageways, and Ladders
3.18 Emergency Evacuation
3.19 Scaffolding
3 20 Concrete Hazards
3 21 Handtools – Power
3 22 Cranes
3 23 Confined Space

Part IV: **Forms**
Safety Log
Safety Violation Form
Hazard Control Log
Hot Work Permit

FORWARD

The Tishman Construction Safety Guidelines:

- ***Serve as a guide to the implementation of safety procedures and administration for your project.***

- ***Identify general Tishman Construction Policy regardless of location and site requirements.***

- ***Outline qualifications and responsibilities of the CM and the contractor's respective safety representative.***

- ***Serve as a guide to OSHA CFR 1926.1 and its applicable provisions for the inspection and program administration, as well as provide information on OSHA inspection and complaint procedures.***

Note: Regional requirements may augment, add to, or enhance, but shall not replace these guidelines.

PART I
TISHMAN CONSTRUCTION'S SAFETY OVERVIEW

1.1 TISHMAN CONSTRUCTION'S SAFETY OVERVIEW

Tishman Construction Corporation (Tishman Construction) is firmly committed to providing all of its employees and contractors with a safe and healthy work environment, which allows the contractors' submitted and approved safety plans to contribute to the achievement of an accident-free work environment. Furthermore, it is a matter of company policy to provide our employees with information about OSHA regulations, including, but not limited to, personal protection, training and the Hazard Communication Standard.

SAFETY WILL NOT BE SACRIFICIED FOR PRODUCTION Project Safety will be considered an integral part of quality control, cost reduction, and job efficiency Every level of management and supervision shall be held responsible for the safety performance of employees under their supervision It is the policy of Tishman Construction that a safe work place is provided. Tishman Construction and all others employed on the project will work in a safe manner consistent with good construction safety practices, all written requirements, and the submitted and approved safety plan of all parties

Management and supervision personnel are charged with the implementation and monitoring of the Safety Guidelines The ultimate success of the safety program depends fully upon the total cooperation of every individual employee It is management's responsibility to ensure that safety rules and procedures are enforced and to ensure that effective training and education programs are employed. Work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property

The Objective of the Safety Guidelines is to prevent or control the exposure to the failures that cause fatalities, injuries, illnesses, equipment damage and/or fire damage, or destruction of property at the Tishman Construction site.

Goals of the Safety Guidelines include

- The total elimination of incidents that cause or could cause injuries or illness
- The achievement of zero fatalities, zero permanent disabling injuries, and zero lost workday cases

Tishman Construction requires full compliance with these safety guidelines and with all federal, state, and local laws, statutes, ordinances, rules, regulations, requirements, and guidelines of government authorities bearing on the performance of the work.

The Federal Occupational Safety and Health Act, as well as other federal, state, and local project codes or regulations promulgated in the interest of safety, are required by law and/or the contract.

The Safety Guidelines are supplementary to all government rules, codes, and regulations and do not negate, abrogate, alter, or otherwise change any provisions of these rules, codes, and/or regulations. The safety guidelines are intended to supplement and enforce the individual program of each trade contractor and to coordinate the overall safety effort. CONTRACTORS SHALL BEAR SOLE AND EXCLUSIVE RESPONSIBILITY FOR SAFETY IN ALL PHASES OF THEIR WORK; NOTHING CONTAINED HEREIN SHALL RELIEVE SUCH RESPONSIBILITY.

These construction Safety Guidelines are one of the construction contract documents. All contractors are required to ensure that they and their employees, subcontractors, suppliers, vendors, and visitors, while on the job and in the conduct of contracts, comply with the provisions of this manual. THE PROVISIONS OF THESE GUIDELINES SHALL BE STRICTLYENFORCED. Non-compliance with safety requirements shall be treated the same as non-compliance with any other item. Any non-compliance may result in work stoppage and/or employee dismissal. Willful and/or repeated non-compliance will result in contractor dismissal.

It shall be the responsibility of each contractor/subcontractor to comply with 29CFR1926 OSHA Construction Safety Standard. In addition, each contractor/subcontractor shall comply with the applicable city, state, and federal regulatory requirements that govern construction safety.

Before contractors begin work on the site, they are each required to provide their written safety program to Tishman Construction and the designated project safety representative for approval **Contractors must identify their own full-time, on-site, competent safety person, as defined by OSHA. (see section 3.4). This competent person designation will be incorporated in the Site Safety Manual.** If the contractor does not possess an accepted and approved safety plan, at a minimum they will comply with and be held accountable to all federal, state, and local laws of a general or specific nature that apply to their trade and the work for which they have been contracted.

Depending on location, Tishman Construction will provide appropriate safety personnel for monitoring safety compliance on the project.

The contractor will inform the CM safety representative of any violation of the site safety standards The CM safety representative shall immediately notify the persons involved in the violation to correct the deficiency. If the safety representative is unable to obtain the cooperation of these persons in correcting the violation, he or she will be instructed to inform their direct supervisor and

request that the supervisor order the necessary corrective action If the supervisor is not present at the site or is not available, the safety representative will notify any other supervisory personnel of the contractor present on the job or any other responsible manager of the contractor In the event that no responsible party is available, it is the obligation of the CM and their safety representative to take corrective action to ensure the safety of the site and its personnel. The CM and their safety representative should inform the offending contractor in writing of the corrective action and the cost, if any, to Tishman for the actions taken on behalf of the contractor. The contractor will then be obligated to respond to the CM as to what steps must be taken to avoid a repeat of the violation.

Through commitment, responsibility, vigilance and proactive communication, the Tishman team will achieve the goals and objectives set forth in these Safety Guidelines.

PART II
SAFETY COMPLIANCE

PROGRAM RESPONSIBILITIES & ADMINISTRATION

2.1 General Information
2.2 Contractor's Safety Representative Requirements
2.3 Construction Manager's Responsibilities
2.4 Contractor Responsibilities
2.5 General Requirements for the Construction Safety
2 6 Site Appearance

2.1 GENERAL INFORMATION

DESIGNATION OF SAFETY REPRESENTATIVE

Depending on regional practices, Tishman Construction will designate an internal (Tishman) construction safety representative, or through the bid process retain an outside safety representative, who in either case, will be responsible for monitoring the contractors' compliance to their own safety requirements outlined in their individual submitted and **approved** safety plans.

2.2 CONTRACTOR'S SAFETY REPRESENTATIVE REQUIREMENTS

An acceptable safety representative must be a competent person as defined by OSHA CFR 1926. The individual must be "capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them " The safety representative must be an "on job" representative who possesses some valid training in safety-related processes and procedures associated to his or her trade.

2.3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

Through its on-site personnel and safety representative, the Construction Manager shall have a daily inspection to determine contractor compliance with safety requirements and job-specific safety program.

Tishman Construction is responsible for ensuring that all participants in the construction activities adhere to the contents of this program in the performance of their work

The Project Executive, Project Manager, Project Superintendents, Assistant Superintendent (and/or Area Superintendent and/or Foreman), and Project Safety Representative are responsible for the implementation, execution and monitoring of the project safety program for all areas under their control. In addition, the Project Safety Representative is also responsible for inspecting the site on a daily basis

1 Project Executive - The project executive has full responsibility for the implementation and execution of the project safety program.

2. Project Manager - The project manager has full responsibility for the implementation and execution of the project safety program for all areas under his/her control.

3. Project Superintendent - The project superintendent is responsible for the implementation and execution of the project safety program for all areas under his/her control.

   - Establish with his/her line supervisors a clear understanding of each member's responsibilities and specific duties.

   - Make a thorough review of all incident investigations and, in collaboration with the offending contractor, initiate corrective action.

   - Hold one formal safety meeting each week with his/her line supervisors

   - Review weekly the safety performance and take actions as may be necessary within his/her area of responsibility

   - In the event of a fatal or disabling injury, assist in coordinating an investigation according to the prescribed requirements.

   - Maintain effective and prompt line of communications of safety matters through all levels of supervision.

   - Monitor contractors' compliance regarding the required weekly safety toolbox meetings with their employees

   - Monitor compliance with established environmental and pollution control standards and regulations

   - Have working knowledge of, and conduct as necessary, job hazard assessment (JHA) with the contractor(s)

4 Assistant Superintendent, Area Superintendent, and/or foremen - The assistant superintendent, area superintendent, and/or foremen are responsible for the safety performance in his/her assigned area. They are responsible for administration of the following

   - Enforce all phases of the established safety program, including, special controls issued by the project superintendents

   - Communicate safety information to his/her contractors and alert them daily on potential dangers that may develop from their daily operations.

   - Install a workable housekeeping program to maintain the structural soundness and cleanliness of the site. Assign definite duties to

individual contractors. Perform daily check of work areas. Make weekly housekeeping inspections (accompanied by a contractor supervisor). Keep records of deficiencies found, and hold contractor accountable for taking corrective action

- Ensure that contractors are requiring all employees to make proper use of Personal Protective Equipment (PPE).

- Make spot checks covering housekeeping, unsafe acts, unsafe conditions, conditions of equipment, and observance of safety rules.

- Maintain an effective line of communication of safety matters to the workers.

- Instill in all personnel, by action, example, and training, a sincere attitude towards safety. This develops a better understanding of efficiency in accident prevention and/or loss control

- Assist with developing and communicating safe job procedures for unusual or hazardous operations.

- Enforce compliance with federal, state, city and other agencies on their safety manual requirements. Be prepared to employ such remedies, as they deem necessary to ensure the contractors' compliance with their own safety plans

5. Site, Corporate, or Project Safety Representative (where required)

- Serves as a technical advisor to project management on safety, health planning, training, and problem resolution.

- Applies recognized policies, procedures, and work practices to promote the company's project safety and health program Administers assigned functions to aid in this overall responsibility.

- Administers the project safety program.

- Monitors, as necessary, medical and emergency first aid services and programs.

- Monitors compliance with mandatory safety and health laws, standards, and codes.

- Fosters and maintains a close working relationship with all government and local safety health and fire-prevention officers.

- Supports hearings on matters involving the project's safety and loss prevention program

- Investigates injuries, conditions, and incidents that do or could involve actual or potential liability. Also, maintains adequate records of pertinent data and compiles the required reports of job occupational injuries and illnesses.

- Assists project management in the inspection of equipment, facilities, and work-in-progress

- In conjunction with project controls and construction engineering, develops and initiates specific safety and health procedures in order to translate policies and regulations into effective work practices.

- Plans and utilizes promotional material to further safety and health education among job, craft, and supervisory personnel

- Promulgates safety standards during the course of the project as necessary

- Conducts preconstruction safety orientation prior to contractor mobilization

- In the interest of safety and for the protection of all employees, the project safety representative will render any tool, piece of equipment, or materials that create or could create a hazard to employees inoperable, as he deems necessary.

- Administers the project incentive programs, if any, in accordance with the Project Safety Guidelines.

- Personally inspects, on a regular basis, the specific areas and items (listed below) and notifies responsible personnel employed by the general contractors, construction manager, or any subcontractors when violations occur.

- Ensures that all daily entries in a site safety log are completed. Entries must be recorded by 7:00 a.m. on the day following the activities

- Inspects the construction site in accordance with the schedule to determine that the conditions at the site meet the public safety and security parameters for the appropriate work

- Items to be recorded in the Site Safety Log:

- Details of areas inspected by the safety representative.
- Companies and representatives met with weekly to ascertain their compliance.
- Any unsafe acts and/or conditions (dates and locations).
- Companies and representatives notified of unsafe acts and/or conditions.
- Date(s) of notification of unsafe acts and/or conditions.
- Date(s) of correction of unsafe acts and/or conditions.
- Any accident or damage to public or private property
- Any equipment brought onto the job that requires permits, including a description of the equipment, where it is to be located, permit number, issue and expiration dates of the permit, and certificate of inspection (if required) shall be entered on a Permit Log (if applicable).
- Any visits to the site by any regulatory agency
- Any phone or written correspondence with any regulatory agency

2.4 CONTRACTOR RESPONSIBILITIES (Competent Person / Safety Coordinator)

Contractor management, line supervisors, and safety personnel have the same duties and responsibilities of those described above All contractors must ensure that a designated competent safety person(s) who is knowledgeable in safety, health, and fire prevention is on the site at all times (includes overtime work, off hour work, and subcontractor coverage) There shall be no deviation from this requirement.

The contractor's responsibility cannot be delegated to their subcontractors, suppliers, or other persons.

Contractors must perform "Job (task) Hazard Analysis" as described in these guidelines The competent person, or person trained in JHA's, must perform job hazard analysis on all operations prior to the beginning of work

1. Within ten (10) days after receipt of notification of contract award, submit to the project safety representative a letter signed by an officer

of the company setting forth the following.

a. A statement of their company's safety plan based upon compliance with the project safety program.

b A detailed safety program that is specific to the job and that reflects the contractor's intentions for full and complete compliance with the project safety program and hazard communications program

c. Furnish a copy of their disciplinary program to the project safety representative. Contractor's disciplinary program will not supercede project requirements except where they are more stringent.

2. In accordance to OSHA regulations and contract inclusions, the contractors are required to comply immediately with all verbal and written safety directives, including stop work directives. Failure to comply with such directives will result in corrective action by the Construction Manager, General Contractor, or Program Manager and the cost will be deducted from the contractor's progress payment.

   An eminently dangerous condition will result in a stop work order; work will not resume until corrections are made.

   It is imperative that employees at every level comply with the provisions and directives of the safety program at all times.

3. The contractor is responsible for the orientation of their employees, subcontractor(s), and visitor(s). Newly employed, promoted, and/or transferred personnel shall receive orientation regarding the General Safety and Health Standards, as well as site specific hazards and policies. Documentation of this orientation shall be submitted to the construction manager's safety representative.

   a. The Safety Representative is responsible for the orientation, which shall include, but is not limited to:
      i. Fall Protection (6' Rule)
      ii. Struck-by
      iii Electrical Hazards
      iv. PPE - including 100% eye, hard hat protection
      v. Fire protection
      vi. Housekeeping
      vii. Floor and Wall Openings
      viii. Accident Reporting
      ix. Emergency Procedures

x Hazardous Communication and location of MSDS's

ALL DEFICIENCIES SHALL BE DOCUMENTED IN WRITING AND ADDRESSED ACCORDINLY. (i.e. – toolbox meetings, retraining)

4 Contractors are required to maintain a continual employee safety-training program. The program will include, but is not limited to, identifying hazards in all areas of the job, personal protective equipment (PPE), proper procedures for reporting unsafe jobs, and explaining and properly executing the project safety program. The contractors are responsible for ensuring that immediate action is taken to eliminate all unsafe conditions If contractor delays or refuses immediate corrective action, the construction manager, general contractor, program manager or its representative will immediately take the following steps·

a Cease the operation.

b. Stop payment for the work performed.

c. Correct the situation and back charge the responsible contractor for expenses incurred

d Permanently remove the responsible manager or supervisor from the project.

5 In addition to any initial training given to their employees, all contractors are responsible for implementing retraining programs where necessary These programs shall be documented and submitted to the safety representative Retraining techniques *may* commonly be accomplished in the form of a toolbox meeting, but, ultimately, the decision is open to each contractor's discretion and will vary for each individual contractor

6 Contractors are responsible for ensuring the site is safe and will perform routine safety audits throughout the day, in which corrective actions will be taken to terminate any and all unsafe acts and/or conditions. Observations shall be reported to the project safety representative using a safety report on a daily basis

7. Hazard communications will be in compliance with OSHA standards and regulations

8 Contractors will hold weekly safety toolbox meetings, assist in incident investigations involving injuries, property damage, and fire,

and file and prepare the required safety/incident reports

9. Attend safety meeting as required.

10. Contractors are responsible for providing tools and proper PPE for all jobs.

11. Each contractor must supply a list of contractor/subcontractor supervisors with the complete after hours phone numbers, which should be current and updated.

12. Each contractor will ensure that all field trailers are anchored in at least eight locations and secure all material that may become air borne during high winds

13 Failure to adhere to all safety regulations may result in permanent removal from the site

2.5 GENERAL SAFETY REQUIREMENTS FOR CONSTRUCTION SITES

- All areas (roof, sidewalk shed, walkway, etc.), especially those used by the public, shall be clean and free from debris, snow, water, equipment, materials, tools, etc that may constitute a slipping, tripping, or other hazard

- All equipment and tools shall be kept away from edges and openings at a minimum of 10 feet and secured when not being used.

- All openings or holes in the floor, hose lines, wire ropes, etc. shall be covered and identified at all times. Covers used to protect openings and holes in the floor shall be marked with the word "HOLE" or "COVER" (with fluorescent paint) to provide warning of the hazard The cover shall be capable of supporting without failure at least twice the weight of employees, equipment, and material. All covers shall be secured to prevent displacement and be in compliance with CFR 1926.502 (i)

- Adjoining property shall be protected when the height of the building exceeds that of the adjoining property.

- Standpipes shall be connected to water sources and Siamese connection, and should be kept free from obstruction and marked with a red light and a sign reading "Standpipe Siamese connection."

- Valves shall be in place at each story below the construction floor

- All stairwells must have handrails and sufficient lighting

- Guards, shields, or barricades must surround all exposed, electrically charged, moving, or otherwise dangerous machine parts and construction equipment.

- Sufficient containers shall be in place for garbage and debris Garbage and debris shall be placed in these proper containers for storage and removal and covered and secured when full. Combustible waste shall be stored separately in a labeled container and removed daily.

- **When exterior walls are not in place, stored material should be kept at least ten feet from the perimeter of the building. If the floor area is less than one thousand square feet, stored material may be kept not less than five feet back from perimeter of building.**

- Dangerous and hazardous areas shall be marked with warning signs or lights.

- In addition, the safety representative or construction manager (where applicable) shall use reasonable prudence to ensure that safety is maintained at the job site as job conditions and contractor's safety policy dictate

PART III
FEDERAL SAFETY REQUIREMENTS/COMPLIANCE

3.1 Workplace Health Program
3 2 Posting Requirements
3.3 The Hazard Communication Standard
3.4 Competent Person
3.5 OSHA Inspection/Focused Inspection
3 6 Safety Complaints
3 7 Fall Protection
3.8 Electrical Guidelines
3.9 Lockout/Tagout
3.10 Illumination
3.11 Struck-by and Fall/Flying Objects
3.12 Personal Protective Equipment (PPE)
3 13 Housekeeping Tips
3 14 Toilets & Washing Facilities
3 15 Drinking Water
3.16 Fire Prevention and Torch Use
3 17 Stairs, Guardrails, Passageways, and Ladders
3.18 Emergency Evacuation
3 19 Scaffolding
3 20 Concrete Hazards
3 21 Handtools – Power
3.22 Cranes
3 23 Confined Space

3.1 WORKPLACE HEALTH PROGRAMS (AS REQUIRED BY OSHA)

WHAT IS "OSHA"?

O - Occupational
S - Safety and
H - Health
A - Administration

What is the Occupational Safety and Health Administration's mission?

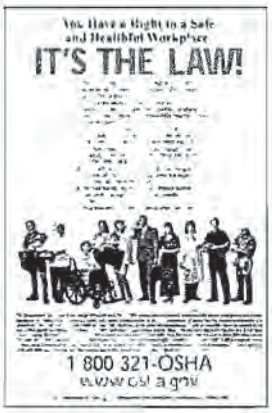
OSHA's mission is to prevent work-related injuries, illnesses, and deaths Since the agency was created in 1971, occupational deaths have been cut by 62% and injuries have declined by 42%

Source www osha gov

- The contractor shall furnish a health and safety plan as prescribed by OSHA 1926 Subpart C & D. The plan shall include, at a minimum, general company policies, fall protection plan, job safety analysis, personal protective equipment, general safety rules, accident reporting, general first aid practice, safety responsibilities of supervisors, disciplinary policy, and employee training.

- Contractor shall develop and submit their HASP to the safety representative for review. The HASP shall specifically address hazards to be encountered by the contractor during the installation of his/her work. The HASP shall be in compliance with the applicable parts of 29 CFR 1926 and 1910, OSHA standards for construction and general industry and any other applicable federal, state and local regulatory requirements.

  Tishman bears no responsibility for either the quality of such plans or their enforcement. As required by law, each contractor is responsible for protecting the health and safety of their employees ensuring a safe and healthful place to work



OSHA Poster

3.2.1 POSTING REQUIREMENTS

The following forms should be posted at each job site

- OSHA poster
- OSHA Annual Summary
- Emergency Phone Numbers
- OSHA 300 Form

3.2.2 THE HAZARD COMMUNICATION STANDARD (CFR1910 1200 (Hazardous Communication) (Toxic and Hazardous Substances)

The Hazard Communication Standard (HCS), as stipulated in section 1910 1200 of the Code of Federal Regulations, is comprised of four basic areas that must be complied with by the contractor·

- An HCS program must be written.

- A chemical inventory and Material Safety Data Sheets (MSDS) of all chemicals used on site must be made available to employees and ARTICLE 19/OSHA officials.

- All containers and pipes must be properly labeled.

- Employees must be trained on aspects of the HCS program.

The HCS should be used to inform employees of the contractor's responsibilities and obligations to the Standard and about potential hazards at the worksite All employees should be trained on how to use MSDS files and chemical inventory, labeling, and how to identify potential physical and health hazards. The chemical inventory list and MSDS will be contained in binders on site and should be easily accessible to employees. All employees should know where the chemical inventory list and MSDS can be found and how they are filed and interpreted.

The Chemical Inventory List and MSDS files should include all chemicals used on the site. The chemical name, trade name, trade, and MSDS number should be easy to locate and written legibly. The MSDS is the document that discloses the physical and chemical properties of the product, as well as the known physical and health hazards and precautions for safe handling and use The HCS states the trade secrets do not have to be disclosed, but all properties and hazards of the chemical must be stated in the MSDS.

All chemicals, waste containers, and pipes on the site must be labeled. Labels must identify hazardous materials, the appropriate hazard warning, name and address of the manufacturer or responsible party, and precaution regarding the chemical All labels should be written clearly in English and should never be removed or defaced. Exemptions from labeling include food, food additive, drugs or cosmetics (flavors, fragrances, etc.) used for personal consumption Tobacco products, pesticides as defined in the Federal Insecticide, Fungicide, and Rodenticide Act, distilled spirits not intended for industrial use, and wood products do not need to be labeled.

3.3 COMPETENT PERSON - AS DEFINED BY OSHA (CFR 1926.32 (f))

OSHA defines a competent person as " ..one who is capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them."

Currently, there is not a certification process for a "competent person" but it is recommended and highly desirable that the contractor's competent person, in addition to competency as defined by OSHA, should have attended a 10-hour or 30-hour OSHA course. The broker and carrier will be enlisted to furnish training of this nature when necessary to further this process.

3.4 OSHA INSPECTION/FOCUSED INSPECTION (CFR 1926 3)

OSHA may inspect the site at any time without advance notice to evaluate the safety of the site. Inspections may be made as a result of a fatality/catastrophe, a complaint, as a follow-up inspection, or as a federal or state routine inspection. Hostile attitudes from superintendents, managers, or foremen can result in fines and penalties. Inspectors must adhere to the code of conduct of federal employees. The Construction Manager's Superintendent or their designated alternate should receive the inspector and review his/her identification papers. Inspectors are not required to sign a waiver or release for entry into the job site. Before the start of the walk around inspection, assistants and foremen should perform a final check of all OSHA records, job site conditions, methods, materials, and equipment to determine that all are in compliance with OSHA regulations. The inspector is required to conduct an opening conference prior to the inspection, in which the nature, purpose, and scope of the inspection will be explained An employer and employee representative will accompany the inspector throughout the inspection. Inspections may range from a few hours to a few weeks, and inspectors may receive complaints from employees about safety conditions. The employer has the right to defend himself against all allegations.

The closing conference is required to disclose apparent health and safety violations. Normally, citations are not issued during an inspection, but an "on site" citation may be issued by the inspector at the end of the inspection All deviations from the inspection procedures by the inspector should be documented and contested within fifteen days.

3.5 SAFETY COMPLAINTS

OSHA gives employees the right to notify Federal/State Department of Labor to request an inspection if they believe that unfair and/or unhealthy conditions exist at the work site. Assistants and foremen should pass along all employee complaints to the Superintendent The Superintendent shall contact and hear the details of the complaint without delay and investigate and correct the unsafe/unfair condition All complaints should be documented and corrective action for violations should be ordered to the "controlling contractor," both verbally and in writing.

3.6 FALL PROTECTION

Orange Vertical Debris Nets

The contractor shall furnish a written fall protection plan for the scope of Unless otherwise contractually specified, it shall be the goal to achieve 100% fall protection (guardrails, safety nets, personal fall arrest systems, All conditions shall be controlled where there is a danger of employees or materials falling through floor openings, roof openings, holes, roof

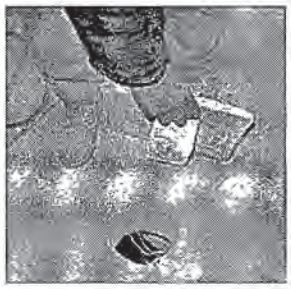
perimeter edges, etc The minimum requirements are·

Perimeter Fall Protection

- Guarding and/or covers shall only be removed after other means of fall protection are in place. The perimeter protection and floor and wall opening protection are to be maintained at all times Notification of violations that are not rectified immediately will result in the removal of the supervisor responsible for the activity.
  The perimeter floor and wall opening protection will include the installation of orange, four-foot-high, vertical debris nets along with perimeter floor and wall opening fall protection. Vertical debris nets are required in lieu of toe boards and are part of the guarding system. They shall be installed in accordance with the manufacturer's specifications.

Standard Railing with Top Rail Midrail and posts

- A standard railing shall consist of a top rail, an intermediate (midrail) rail, four-foot-high, vertical debris nets, and posts
  - The upper surface of the top rail will be approximately 42 inches from the floor, platform, or ramp level.
  - The midrail shall be halfway between the top rail and the floor runway, platform, or ramp.
  - The toeboard 8-inch minimum height shall be securely fastened in place and have not more than one-forth-inch gap between it and the floor level so that debris net cannot be installed. The Project Safety Representative will make this determination

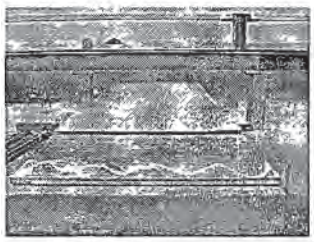


Openings cover with cleat attached to prevent displacement

- Other types, sizes, and arrangements of railing construction are acceptable only by written approval from the Project Safety Representative

Covered Floor Openings

- Floor openings covers shall be capable of supporting the maximum intended load and **shall be installed to prevent accidental displacement**.

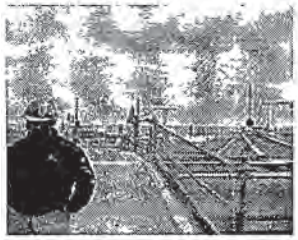


Labeled Cover

- Covers shall be labeled "hole" or "cover" with a stencil and fluorescent paint.

- All floor openings that are more than three square feet require a protective cover and a standard railing with four-foot high debris nets

Runways and Openings



Runway with standard railings, toe board and debris net

- Wall openings from which there is a drop of more than three feet shall be guarded.

- Runways shall be guarded by standard railing or the equivalent on all open sides 19 inches or more above the floor or ground level. A toeboard shall be provided on each exposed side when tools, machine

parts, or materials are likely to be used along the runway

- All open side floors, walkways, platforms, or runways above or adjacent to dangerous equipment and hazards shall be guarded with a standard railing and four-foot-high debris net

3.7 ELECTRICAL GUIDELINES [(Subpart K) (CFR 1926 400, 402, and 403)]

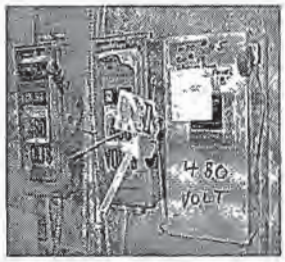
All electrical work should comply with all federal, state, local and OSHA codes and regulations. All areas must be well illuminated and lock out/tag out plans must be developed and implemented. All electrical equipment must be continuously checked for possible external and internal defects. Damaged equipment must be removed promptly from the site.

Electrical cords attached to a Ground Fault Circuit Interrupter

An assured grounding program must be established and maintained that covers all cord sets, receptacles that are not part of the building, and plugs that are available for use or used by employees. All grounding systems must be tested and recorded at intervals of less than three months and grounding conductors must be tested for continuity.

A ground fault circuit interrupter program may be used for receptacle branch circuits in lieu of an assured grounding program. The program will be for all 120 volt, single phase, and 15- to 20-ampere receptacle outlets that are not part of the permanent wiring of the building or structure and that are used by employees.

3.8 LOCKOUT/TAGOUT (CFR 1926.417)



Lockout/Tagout

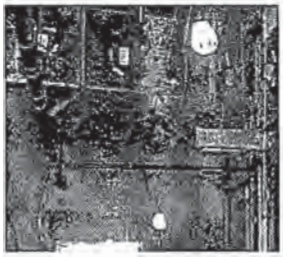
All machines and power sources must be locked out and tagged out before making an adjustment or repair. The machine shall be shut off and the employee should wait until the machine comes to a COMPLETE STOP and the main switch should be locked out All elevated ramps and other mechanisms should be blocked so that they cannot operate Lockout procedures will vary for individual jobs and machines but basic rules are·

- Contact supervisor to schedule a shut down and help locate switchers and power sources

- Disconnect and tag the main control of the entire unit.
  - Tag shall include employee's name, date, and reason for taking the machine out of service.

- Padlock the controls.
  - Each employee using the machine should have their own padlock and key.

- Disconnect the plug of a portable unit and attach the tag
- Bleed air and hydraulic lines
- Perform necessary repair or adjustment
- Replace all guards and safety devices
- Remove lock and tag
  - NOTE. If more than 1 worker is working on the machine, **REMOVE ONLY *YOUR* LOCK AND TAG!**
- When all is clear, restore power and test-run the equipment
- Repeat lock out steps as necessary



Illumination

3.9 ILLUMINATION (CFR 1926 56)

All areas where employees have access must be illuminated, such as stairs, ladders, passageways, etc All areas should provide enough light to enable a person to read newsprint.

3.10 STRUCK-BY AND FALL/FLYING OBJECTS

Struck-by

The use of vehicles and equipment (concrete buggies, Ariel lifts, etc.) may present struck-by hazards if proper safety measures are not taken There is a risk of being pinned between construction vehicles or walls, struck-by swinging backhoes, crushed beneath over turned vehicles or suspended loads.

Example of "caught in between"

- Use barricades, flag person, traffic signs when next to public roadways and walkways.
- Workers must be highly visible in all levels of lights. Use warning clothing, such as red or orange reflective vest.
- Do not exceed vehicles rated load or lift capacity
- All vehicles/equipment must have adequate breaking equipment and reverse alarms

Tag Lines help avoid "Struck By" conditions

- Do not drive vehicle/equipment in reverse with an obstructed view. Flag person with signage or hand signals should be used to assist movement.
- Drive vehicles/equipment only on roadways or grades safely constructed.
- Set parking brakes when vehicles/equipment are parked and chock the wheel when they are on an incline.
- Do not stand between operation vehicle/equipment and / or walls.
- Ensure proper training on vehicle/equipment (concrete buggies, Ariel lifts, etc).
- For concrete construction, ensure adequate bracing and shoring are in place until concrete reaches sufficient strength. Ensure shoring on building perimeter is secured to prevent displacement
- Do not place construction loads on concrete structure until a qualified person indicates it can support the load.
- Do not over load scaffolding (suspended and tubular frame) or work/walk surface

Fall/Flying Objects

When you are beneath scaffolds, cranes, building perimeter, overhead work is being performed etc., you are at risk from falling objects. Power tools, or activities like pulling, pushing, or prying, may cause objects to become air borne and create the risk of injury Injuries can range from minor abrasion to concussion, blindness, or death. Here are some protective measures you can take to prevent such injuries:

General

- Wear hard hats
- Ensure materials are stacked to prevent sliding, collapsing, or falling
- Use toe boards on elevated work surfaces (scaffolding, building perimeter, etc)

Power Tools, Machines, etc.

- Where machines (air compressor, paint sprayer, etc.) or tools (chipping gun, impact drill, etc) may cause flying particles Use eye protection such as glasses, face shield, goggles etc

- Inspect tool with moving parts to ensure protective guards are in place. Chop saw, circular saw, hand grinders are some tool examples

- Make sure you are properly trained/certified for powder actuated tools

- Never use compressed air to clean clothing.

- Ensure under ground utilities (electrical, water, communication lines, etc.) are identified prior to excavation and mechanical feeds (electrical, plumbing, duct work, etc) are identified prior demolition of wall surfaces.

Crane and Hoist

- Avoid working underneath suspended loads.

- Provide barricades (fencing, Jersey barricade, danger tape) and/or signage for hazardous areas

- Do not exceed lifting capacity.

- Inspect rigging for serviceability (nylon straps, wire rope chokers, lifting hooks, etc).

- Provide guardrails/barriers for open hoist ways.

Overhead Work

- Use toe boards, screens, nets, guardrails on scaffold, canopies on overhead work/walk platform.

- Secure material to prevent them from falling and keep unnecessary material and equipment from work/walk surface perimeter.

- Use barricades or control access zone below.

3.11 PERSONAL PROTECTION EQUIPMENT

[CFR 1926 28, .95, .951(a)]

All employees must wear appropriate personal protective equipment (PPE) in all operations where they are exposed to hazardous conditions or where hazards with equipment may be reduced Types of PPE are

- Head Protection: hard hats, with a stamped expiration date (after this date they should not be used), should be worn in all areas where there is a possible danger of head injury from impact, falling or flying objects, or from electrical shocks or burns

- Hearing Protection: used in areas where it is not possible to reduce the noise below OSHA Permissible Noise Exposure levels — plain cotton is not an acceptable protective device.

- Eye and Face Protection: used when operating machines, chemical agents, or any operation that presents a risk of physical injury to the eyes or face.

  - 100% eye protection shall be utilized.

  - It is the goal to achieve 100% eye protection for all workers. To achieve this goal, contractors shall encourage their employees to carry eye protection at all times.

- Respiratory Protection: required when performing work in hazardous or enclosed environments

- Personnel Fall Arrest System: required where guardrail and netting does not and/or cannot provide protection as described in CFR1926.

  - 100% fall protection shall be utilized on all leading edges

3.12 HOUSEKEEPING TIPS (see also CFR 1926 25 (Housekeeping), Subpart G (Signs, Signals, and Barricades), Subpart H (Materials Handling, Storage, Use, and Disposal)

Debris Net

All materials (tools, chemicals, etc.) should be kept in a neat and orderly manner to minimize damage, and returned to proper storage location after use.

- Stacked or blocked materials should maintain a limited height to reduce collapsing or sliding. Similar size or types of materials should be grouped together.

- Scrap material should be stored in orderly piles for disposal and should not interfere with construction work

- Always keep ramps, ladders, runways, stairways, scaffolds, and all paths of travel clear

- Avoid running hoses, power cords, welding leads, ropes, and other tripping hazards across traffic area

- Always remove debris. Bend or remove nails. Remove greasy/oily rags, etc from site area and store in appropriate place and/or labeled container.

This reduces fire hazards and accident potential.

3.13 TOILETS and WASHING FACILITIES AT CONSTRUCTION SITE (CFR 1926 51)

Facilities should be located no more than four stories or 60 feet above or below, nor more than 500 feet on the same level, from the work location of any person. Separate, clearly marked toilet facilities shall be provided for female employees.

Number of Employees	Minimum Number of Facilities
20 or Less	1
21 or 199	1 toilet seat and 1 urinal per 40 workers
200 or More	1 toilet seat and 1 urinal per 50 workers

Adequate wash facilities shall be provided for employees engaged in operations with harmful chemicals These facilities shall be in near proximity to the worksite.

3.14 DRINKING WATER (CFR 1926.51)

- An adequate supply of drinking water shall be provided in all places of employment

- Potable drinking water containers shall be capable of being tightly closed and equipped with a tap

- The common drinking cup is prohibited.

- Unused, disposable cups shall be kept in sanitary containers, and a receptacle shall be provided for used cups

PPE Gear shown here Hard hats, goggles, gloves and respiratory protection

3.15 FIRE PREVENTION AND TORCH USE [(Subpart F) CFR 1926 150 – 154]

- Obey all smoking regulations.

  - Flammable vapors cannot be seen but will ignite by lighting a match

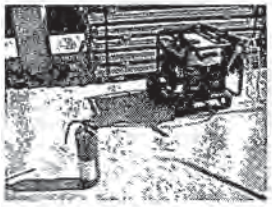
- Dispose of all flammable wastes and place in appropriate containers. **NEVER POUR FLAMMABLE LIQUIDS DOWN DRAINS OR SEWERS.** All gasoline operated tools and equipment must be turned off when refueling and a funnel shall be used to prevent spillage.

- Know how to activate and locate a fire alarm, fire extinguisher, and fire exits

  - NOTE: There are different classes of fires that require the use of specific types of fire extinguishers.

Fire Class	Cause(s)	Fire Extinguisher
Class "A" Fires	Rubbish, paper, rags, etc	water, soda-acid, carbon dioxide
Class "B" Fires	flammable liquids, oils, grease	carbon dioxide, dry chemical, foam
Class "C" Fires	electrical equipment	carbon dioxide, dry chemical

Fire extinguishers should be inspected regularly and kept clean and accessible. Hoses, horns, and dispensing components should be checked for blockage.



Accessible fire Extinguisher

- Immediately remove clothes that come in contact with oil, kerosene, naphtha, or any flammable liquid.

- Temporary standpipe risers shall be used as a means of general fire protection for the structure. Siamese connections at street level shall have signage and a red light (maintained 24hrs) for designation for local fire department

- All flame-producing tools and devices shall have an adequate fire protection, a fire watch, and a Hot Work Permit. The fire watch shall ensure the area of concern, is inspected during, and at the conclusion of, the operation for any fire and/or smoldering material.

- All fire extinguishers shall be inspected prior to use and in accordance to the manufacturer's recommendations.

3.16 STAIRS, GUARDRAILS, PASSAGEWAYS, AND LADDERS (Subpart X)

Stairs

During construction, stairs shall be provided on all structures that are two or more floors or more than 20 feet in height Prior to the installation of permanent stairways, temporary stairs will be provided. Ladder access to all elevated platforms and upper levels will be held to a minimum and only used until temporary stairways are provided.

- Permanent stairway placement will follow other construction activities.

- All stairway parts shall be free of hazardous projections. Materials will not be stored or left under stairways and all debris and other loose material shall not accumulate

- Permanent steel stairways having hollow pan-type treads and landings that are to be used prior to concrete placement shall have the pans filled with solid material to the level of the hosing.

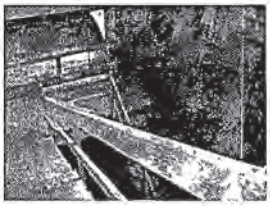
- Temporary stairs shall not have a landing less than 30" wide in the direction of travel for every 12 feet of vertical rise. Wooden treads for temporary service shall be full width

- Riser height and tread shall be uniform throughout any flight of stairs.

- A platform is necessary where a door opens directly into stairway; platform shall extend 20' beyond the swing of the door and be protected with a guardrail

Guardrails

- All stairways will be provided with guardrails when having four or more risers.



Stairwells with Guardrails

Top Rail:	42" plus or minus 3"	200 lbs
Mid Rail:	1"x 6"	150 lbs
Toe Board:	1"x 6"	50 lbs

- Guardrails must support at least 200 pounds of pressure.

- Enclosed sides of stairs must have one handrail 30 to 34 inches in height.

- Stairs greater than 44 inches in width must have guard railing, not hand railings.

- Stairs greater than 88 inches in width must have one center guardrail in addition to side guard railings.

- Top rails must be a minimum of 42 inches above treads of floor surface.

Passageways

- Platforms six feet or more above ground and ramps or runways more than four feet above ground will be guarded by standard guardrail systems.

- A standard guardrail system will be used regardless of height when hazards exist below.

Ladders

Where permanent or temporary stairways or suitable ramps are not provided, ladders to be used must meet the following guidelines·

- Pre-manufactured, portable, heavy-duty, rated wood, metal, or Fiberglas construction ladders must be in accordance with ANSI standards. All ladders must have proper certifications, ratings, and instructions permanently affixed.

- All damaged ladders are to immediately be red tagged and taken out of service and removed from the job site.

- Ladders are prohibited from being used on platforms, runways, and scaffolds

- Ladders must extend at least 36 inches above the landing

- Ladders are to be secured against displacement at all times.

- Metals ladders are not to be used when danger of electrical shock is present.

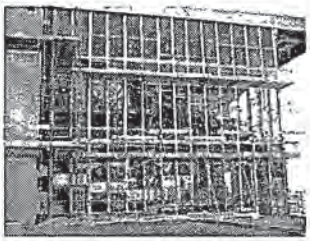
3.17 EMERGENCY EVACUATION (CFR 1926 35, CFR 1910)

- An audible signal system shall be used for notification of evacuation.

- Contractors shall instruct workers to meet at a pre-designated location for accountability.

- Notification of missing personnel must be furnished to CM safety representative and CM supervisor

3.18 SCAFFOLDING [Subpart L (Scaffolds), Subpart R (Steel Erection)]



Scaffolding

No scaffold may be erected, moved, dismantled, or altered except under the supervision of a competent person. Scaffold must be inspected daily by the designated competent person.

- Scaffolds and their components must be capable of supporting without failure at least four times the maximum intended load.
- Scaffolds 6 feet or more in height must be provided with a standard guardrail system with the top rail at 42 inches above work surface. Where persons can pass under any such scaffold, a screen between guardrails and toe board must be provided (18 gauge one-half-inch wire mesh or equivalent).
- Overhead protection shall be provided for personnel on a scaffold exposed to overhead hazards.
- Scaffold classifications are

Light Duty Scaffold:	25 PSF Live Load
Medium Duty Scaffold:	50 PSF Live Load
Heavy Duty Scaffold:	75 PSF Live Load

- No employee shall ride on mobile scaffolds.
- Height of mobile scaffold shall not exceed four times its minimum base dimension.

Load limits for suspension scaffolds are·

Maximum Number Workers	Work Load Limit
2	500 lbs
3	750 lbs

3.19 CONCRETE HAZARDS [(Subpart Q) CFR 1926.700 – 706]

Cement can cause irritation, burns, drying, and cracking to the skin when contacted. Direct skin contact should be immediately followed by washing the area with fresh water To minimize contact, long sleeves, full-length trousers, and waterproof gloves and boots should be worn. All clothing exposed to concrete should be rinsed with clean water. In addition, concrete contains chemical additives, which may create additional hazards. Employees should be advised of chemical additives and refer to the Material Safety Data Sheets (MSDS) for hazards. Wet concrete conducts electricity and all cords and tools should be grounded Good lifting techniques (legs bent, do not twist at waist, ask for help, etc.)

should be used when working, wheeling, dumping, shoveling, and handling concrete.

Respiratory protection is required for all chopping, chipping, grinding, and dust-producing operation (ex. mixing of cement) of any concrete surface **Respiratory protection shall have at a minimum NIOSH N95 classification.** Respiratory filters shall be changed in accordance to the manufacturer's recommendations.

All concrete pump pipe and hose connections shall be mechanically fastened to prevent displacement.

3.20 HANDTOOLS – POWER Subpart I (Tools- Hand and Power) Subpart J (Welding and Cutting, Gas Cylinders)

Construction worker using a GFCI (Ground Fault Circuit Interrupter) with a power tool

Power tools and gas cylinders can be hazardous when improperly used. There are several types of power tools, based on the power source they use· electric, liquid fuel, hydraulic, and power actuated. Employees should be trained in the use of all tools and should understand the potential hazards and safety precautions to prevent those hazards from occurring. The following precautions should be observed when using power tools

- All electrical equipment and tools shall be protected by a portable GFCI (Ground Fault Circuit Interrupter)
- Work area should be well lighted
- Read manufacturer's instructions prior to use. Do no attempt to circumvent safety features. Follow instructions for lubrication and changing accessories.
- All guards and safety switches are in place and working properly
- Proper protective safety gear, such as eye and ear protection must be worn at all times. Proper apparel must be worn at all times Loose clothing, ties, or jewelry can become caught in moving parts.
- Make sure stable footing is provided and maintain good balance.
- Tools should be used in well-ventilated areas.
- Tools should never be left unattended and should never be pointed at anybody.
- Tools must be maintained with care and should not be used in damp or wet locations They should be kept sharp and clean and stored in a dry place when not in use for best performance.
- All portable electric tools and gas cylinders that are damaged must be tagged "DO NOT USE" and removed from the work area
- Never carry a tool by the cord or hose
- Never yank the cord or hose to disconnect the tool from the receptacle.
- Disconnect tools when not in use, before servicing, and when charging accessories, such as blades, bits, and cutters.
- All observers should be kept at a safe distance from the work area.

- Secure work with a clamp or vice, freeing both hands to operate tool. Never clamp a hand-held grinder in a vice.

- Avoid accidental starts Do not hold a finger on the start button while carrying a plugged in tool

- Never stand close to moving parts Abrasive wheel tools may explode during start-up and an employee should not stand directly in front of the wheel until it reaches its full operating speed.

- Pneumatic tools that shoot nails, rivets, or staples and operate at pressures more than 100 pounds per square inch, must be equipped with a special device that prevents pulling the trigger until the safety device is manually released.

- Pneumatic power tools and hose connections shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.

- Tools that require combustible, flammable gases must be in accordance with the Fire Department and requires a Fire Department permit 99% of the time

- No welding, cutting, or heating shall be done where flammable paints, flammable compounds, or heavy dust exists. Sparks or heat transfer from the tool may introduce a fire hazard.

- Jacks must be set-up so that the base rests in a firm, level surface and is correctly centered

Gas Cylinders (Program and Standards) (CFR 1926.350)

Gas Cylinders

- When stored, all compressed gas tanks must be valved shut at the tank and not at the device.

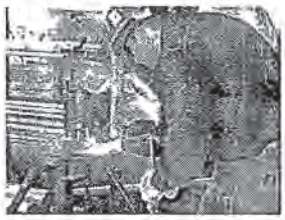
- Compressed gas cylinders will not be stored inside of ANY structure nor brought into a closed or confined space. Compressed gas cylinders shall not be stored in any structure without approval of TCC safety representative and/or local fire department requirements. Cylinders should be capped and secured in an upright position.

- When cylinders are moved they shall not be hoisted or transported by means of a magnet or choker slings. Cylinders when hoisted shall be secured on a cradle, slingboard, or pallet

- The contractor shall furnish a list of compressed gas cylinder suppliers to the safety representative and ensure timely removal from the project as required and/or as per the direction of the safety representative.

- Empty cylinders shall be marked "EMPTY".
- Cylinders shall be kept away from sources of heat and out of the direct rays of the sun
- Oxygen cylinders shall not be stored close to cylinders containing acetylene or other fueled gas. Theses tanks should be separated by a minimum of 20 feet or by a non-combustible barrier with at least a two (2) hour fire rating

Welding, Cutting and Burning (Standard) (CFR 1926.350)



Hat, eye protection and gloves

- No welding, cutting, burning, or other spark- or flame-producing operation shall be permitted until the owner/ construction manager/ general contractor/ program manager has issued a flame/spark permit
- A proper fire extinguisher is required to be positioned near each separate cutting and welding operation
- Welding screens and shields must be used at all times.
- All hoses should be frequently inspected for leaks, worn places, and loose connections Elevate hoses at least eight feet above the work area to allow passage of workers and equipment.
- If objects to be welded can not be moved and all the fire hazards can not be removed, a positive means shall be taken to confine heat, sparks, and slag, and protect the immovable fire hazard.
- Hot Work Permits shall be provided to the safety representative. Fire watch procedures shall be followed as per OSHA standard
- All portable fire extinguishers used for fire protection shall have the classification at a minimum an ABC fire classification

3.21 CRANES (CFR 1926 Subpart N)

- Employee shall comply with the manufacturer's specifications and limitations at all times
- **The designated competent person shall inspect all machinery and equipment both prior to each use and during use. All deficiencies shall be repaired and defective parts shall be replaced before continued use.**
- ANSI standard hand signals shall be used at all times

Controlled Access Zone for Crane

- **The swing radius of the crane shall be clearly marked and barricaded to prevent any person(s) from being struck or crushed by the crane.**
- Combustible and flammable materials shall be removed from the immediate area prior to operations.
- Tag lines shall be used with all crane picks
- Contractors shall ensure annual inspection is in place upon arrival of crane on site. All cranes shall be inspected in accordance to the manufacturer's recommendation

3.22 CONFINED SPACE (CFR 1926.21, 1910.146)

- Confined space permit (vessel entry permit) shall be furnished to construction safety representative 24 hours prior to entry
- Danger signs shall be posted in areas of confined space.
  - For example "DANGER — PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER"

It is critical that no employee be exposed to hazards in confined spaces The unfavorable ventilation in a confined space can cause the atmosphere to become hazardous. This standard has been developed to establish procedures and controls for employees who enter confined spaces that may contain hazardous atmospheres. These atmospheres are divided into four categories:

1. Flammable
2. Toxic
3. Asphyxiating
4. Irritant and/or Corrosive

These can exist in combinations.

Entry into a permit-required confined space (Permit Space) requires special training, procedures and equipment and shall not be attempted by personnel who are not familiar with these protocols Any contractor intending to perform work inside a confined space shall provide to Tishman a copy of a written program that complies with the requirements of 29 CFR 1910. 146 (c) (OSHA).

The written program shall include provisions for implementing a permitting system and a copy of a blank permit form. Implementation of

the written program shall be the sole responsibility of the contractor This shall include, but not be limited to, providing any type of air monitoring equipment needed to safely perform the work, making arrangements for rescues personnel and guarding of unattended confined spaces.

Tishman reserves the right to audit confined space entry work procedures to ensure compliance with applicable standards and the contractors' written plan.

Any contractor intending to perform confined space entry work shall provide prior notice to the Tishman General Superintendent.

A confined space has limited or restricted means of entry or exit, is large enough for an employee to enter and perform assigned work, and is not designed for continuous occupancy by the employee.

A permit-required confined space is one that meets the definition of a confined space and has one or more of the following characteristics

1 Contains or has the potential to contain a hazardous atmosphere;

2 Contains a material that has the potential for engulfing an entrant;

3. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section;

4 Contains any other recognized serious safety or health hazards

No one will enter a confined space unless a qualified person has completed a confined space entry permit

The use of appropriate environmental and chemical monitoring devices, such as oxygen monitors, combustible gas meters, and toxic gas monitors are required prior to and during the entry

An attendant named on the confined space entry permit shall remain outside the confined space at all times He/she shall maintain continuous communication by voice, visual observation, radio, telephone or other equally effective means with all the entrants he/she is responsible for. If it is not possible for one attendant to maintain communications with each entrant, then other arrangements will be made to assure that the attendant is continuously aware of the location and condition of every entrant he/she is responsible for The attendant must remain at his/her post until replaced by another qualified person.

No employee involved in a confined space operation shall perform any confined space function (qualified person, entrant, attendant, or rescue personnel) until he/she has been trained to the level required by the job function Certification of this training must be presented to the Tishman Safety Representative

SECTION IV
FORMS

- SAFETY LOG
- SAFETY VIOLATION FORM
- HOT WORK PERMIT
- HAZARD CONTROL LOG

TISHMAN

SAFETY LOG

SS MANGER:_____ SSM LICENSE No._____
CLIENT: _____ DAY & DATE:_____
PROJECT _____ HOURS _____
LOCATION: _____ WEATHER:_____

WORK FORCE:

ACTIVITIES:

ACCIDENT
NONE REPORTED _____ YES _____ (see attached report)

VIOLATION/STOP WORK ORDER/ SUMMONSES _____

NETTING INSPECTION _____

TISHMAN

SAFETY VIOLATION

CONTRACTOR_____

As per your contract, failure to comply with the safety requirements of the project will result the following amounts being deducted from the contract price

1. First Offense	**Warning — No monetary deduction**
2. Second Offense	**$500.00**
3. Third Offense	**$1000.00**
4. Further Offense	**$2000.00 for any further offense**

ON_____ **(DATE) @** _____

ON/IN _____ **(LOCATION)** _____

Your worker(s) were observed engaging in unsafe activities as defined by the Safety Requirements of the Project Specifically

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Site Safety Manager

TISHMAN

HOT WORK PERMIT

CONTRACTOR: _____

FIRE WATCH: _____

LOCATION: _____

WORK BEING PERFORMED: _____

_____

_____

_____

BEFORE OPERATION CHECK LIST

1. Remove combustible materials/flammable materials in the area
1. Place welding screens/blankets in place to protect Workers/equipment/material
2. Ventilation for welding fumes
3. Fire protection
4. Valid NYC certificate of fitness/welding license

PRECAUTIONS AFTER OPERATION

1. Secure all heat producing devices (valves, cylinders, torch)
2. Checked for any smoldering material
3. Visually check area/material for damage

_____

Site Safety Manager

TISHMAN

Tishman Hazard Prevention and Control Inspection Log

Date._____

Project _____

	Hazard	Corrective Action	Location	Contractor Assigned Abatement
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

** See Tishman Safety Manager for additional instructions*

INITIAL HERE

RIDER "N"

THE PORT AUTHORITY OF NY & NJ

World Trade Center Site
RULES and REGULATIONS

Effective January 1, 2006

INITIAL HERE
AK

RIDER "N"

FOREWORD

The World Trade Center (WTC) Site Rules and Regulations as set forth herein have been adopted in the interest of the safe, efficient, and environmentally sensitive operation of the WTC Site while it is under redevelopment.

The Manager of the WTC Site is authorized to act for the undersigned in connection with all Port Authority Rules and Regulations.

Steven Plate
Director
Priority Capital Programs
The Port Authority of New York and New Jersey

IMPORTANT TELEPHONE NUMBERS

Port Authority Police
(212) 608-5111 or 5115

WTC Site Manager
(212) 435-5501

WTC Site Security
(212) 732-8415

WTC Site Safety Manager
(212) 435-5524

Copies of this booklet may be obtained
at the following location

WTC Site Manager
Priority Capital Programs
The Port Authority of New York and New Jersey
115 Broadway, 5th Floor
New York, NY 10006

WTC Site Manager bulletins may be issued by the Site Manager as necessary to implement these Rules and Regulations

TABLE OF CONTENTS

PART A. General Conditions

1 Use of Premises May be Denied or Withdrawn 1
2 Closed and Restricted Areas 1
3 Fences 1
4 Compliance with Orders 2
5 Endangering Persons or Property 2
6 Interference with Traffic or Activities 2
7 Duty of Individuals Involved in Accidents 3
8 Animals 3
9 Defacing or Damaging of Property 4
10 Abandonment of Property 4
11 Garbage Disposal 4
12 Alcoholic Beverages 5
13 Personal Hygiene 5
14 Touching 5
15 Sitting, Lying Down, Sleeping 6
16 Skateboarding, Roller-Skating, Bicycle Riding 6
17. Noise 6
18. Structures 7
19 Distribution or Sales 8
20 Gambling and Contests 8
21. Continuous Expressive Activity 8
22 Emergencies 17
23 Photography and Sound Recording Activity 17
24 Lost and Found 17
25 Communications Requirements in Closed and Restricted Areas 18

RIDER "N"

PART B. WTC Site Security

1. Adherence to Security Policies, Procedures, Rules & Regulations . . . 19
2 Manager's Right to Rescind Access to Closed or Restricted Areas 19
3 Valid WTC Site Identification 20
4. Responsibility to Display WTC Site IDs and Vehicle Passes . . . 20
5 Responsibility to Update WTC Site IDs and Vehicle Passes 21
6 Care of WTC Site IDs and Vehicle Passes 22
7. Breaches of Security and Other Suspicious Activity 22
8 Escort Privileges 22
9 Vehicle Pass Requirements and Procedures 24
10 Deliveries 24

PART C. WTC Site Safety

1 General 26
2 Personal Protective Equipment 26
3 Traffic Management Plan . . 27
4 Hazardous Material/Chemical Management 27
- a. Materials Allowed
- b Materials Prohibited
- c Storage Guidelines
- d. Storage Requirements
- e. Incident Response

5 Firearms, Weapons, and Explosives 33

PART D. WTC Site Reclamation, Construction, and Maintenance Activity

1 General 33
2 Environmental Performance Commitments (EPCs) . . 33
3 Required Permits 34
- a Confined Space
- b Cutting & Welding
- c Hot Work

Exhibit A 35

RIDER "N"

RIDER "N"

PART A. General Conditions.

1. Use of Premises May be Denied or Withdrawn.

The WTC Site Manager or the persons designated to act in his or her stead, may deny permission to enter or remain on the WTC Site to persons who violate Port Authority rules or regulations, WTC Site policies or procedures, applicable laws, ordinances or regulations of other government bodies, or for such other reason as may be permitted by law.

2. Closed and Restricted Areas.

a No person shall enter or remain in any area posted as a closed area, or otherwise identified as closed, without permission of the WTC Site Manager, or the persons designated to act in his or her stead.

b. No person shall enter or remain in any area posted as a restricted area, or otherwise identified as a restricted area, unless such person complies with any applicable restriction, or is given permission to enter or remain by the WTC Site Manager, or the persons designated to act in his or her stead.

3. Fences.

a. The climbing of any fence, the marking or painting of any fence, the affixing of any sign or object to any fence, or the removal of any fence is prohibited.

b. The foregoing does not apply to the Port Authority, or any person authorized to act on behalf of the Port Authority, or any person engaged in construction or maintenance activity at the World Trade Center Site pursuant to an agreement with the Port Authority or pursuant to an agreement with a lessee of the Port Authority.

4. Compliance with Orders.

No person shall refuse to follow the lawful order of any Port Authority employee including a Port Authority police officer

5. Endangering Persons or Property.

No person shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.

6. Interference with Traffic or Activities.

No person shall unreasonably interfere with

a Pedestrian or vehicular traffic

b Use of any doorway, entrance, or exit, stairway or landing, entrance or exit thereof, elevator, entrance or exit thereof, escalator or landing thereof, bus passenger waiting, loading or unloading area, taxicab passenger waiting, loading or unloading area, sidewalk cut or sidewalk adjacent to a crosswalk

c Entry to or exit from any vehicle

d The formation of any line of persons waiting to enter or use any thing, place or service described in b or c

e Any reclamation, construction or maintenance activity

f The duties of a flag person.

g Instructions or information found on or within a sign, pavement marking, or traffic signal

h. The storage of materials, equipment, supplies, vehicles, debris, waste, garbage, or refuse

7. Duty of Individuals Involved in Accidents.

a Any individual involved in an accident at the WTC Site which results in death, personal injury or property damage shall provide his or her name and address, and if a motor vehicle is involved, display the relevant operator's license, vehicle registration and proof of insurance document, upon demand at the scene of the accident, to any injured person, any owner of damaged property, and, to any police officer, or employee of The Port Authority of New York and New Jersey, at, or who arrives at, the scene of the accident.

b The operator of a motor vehicle involved in an accident shall make a report of such accident in conformance with the law of the State of New York

8. Animals.

a No animal shall be brought onto or remain on the WTC Site unless it is continuously restrained by a leash or harness or by a fully closed cage or carrier

b Any person who has custody of an animal shall not permit the animal to urinate or defecate in any place other than in a roadway, and shall not permit the animal to do so if such action will interfere with traffic or pose a danger to the animal or any person or property

c Any person who has custody of an animal that has defecated at the WTC Site shall collect the feces in suitable wrapping material for disposal as refuse

d This section is not applicable to any disabled person to the extent such person is unable to comply therewith with respect to such person's service animal

e This section is not applicable to law enforcement or search canines

9. Defacing or Damaging of Property.

No person shall deface, mark, damage, or affix any thing or object to, any wall, post, surface, walkway, street fixture or any other property at the WTC Site

10. Abandonment of Property.

No person shall intentionally abandon any property at the WTC Site

11. Garbage Disposal.

a Public Areas

No person shall dispose of garbage, debris, or any refuse except by depositing such material in waste containers as shall be placed at the WTC Site for such purpose If no waste containers are available, all garbage, debris, or refuse shall be carried from the WTC Site

b Closed and Restricted Areas

i Each person is responsible for the garbage he/she generates and any other garbage within his/her area of control

ii Each entity is responsible for the garbage generated within its area of control

iii All garbage, debris, or refuse generated by persons individually or on behalf of others, including one or more entities, shall be disposed of by the person(s) generating such garbage, debris or refuse, or by the person(s) controlling the area within which the garbage, debris or refuse is located, or by the entity controlling the area

iv Such garbage, debris, or refuse shall be disposed of in containers provided by the entity controlling the area Such containers shall be emptied regularly to lawful disposal locations outside of the World Trade Center Site, at a frequency that prevents the attraction of rodents and other pests, odors, seepage, and overflow

12. Alcoholic Beverages.

a Public Areas

No person shall drink, or carry an open container of, any alcoholic beverage in a public area

b. Closed and Restricted Areas

Alcoholic beverages are prohibited within closed and restricted areas No person shall drink, carry an open container of, or carry a closed container of, any alcoholic beverage in a closed and restricted area

13. Personal Hygiene.

a No person shall spit, urinate or defecate except in toilet facilities

b No person other than authorized persons shall bathe, shower, shave, launder, change clothes or remain undressed in any restroom, washroom, wash station, sink, or washing facility

14. Touching.

The intentional touching of any person without his or her consent is prohibited

15. Sitting, Lying Down, Sleeping.

a Public Areas

i Except for a person in a wheelchair, stroller, or other similar apparatus, or a person waiting for emergency medical assistance, no person may sit or lie down

ii No person may sleep at the WTC Site

b Closed and Restricted Areas

i No person may sleep at the WTC Site

16. Skateboarding, Roller-Skating, Bicycle Riding.

a Skateboarding, roller-skating, bicycle riding or use of a scooter or other similar motorized or self-propelled apparatus is prohibited

b This section is not applicable to use of a wheelchair or similar apparatus by a disabled person, or to use of a motorized or self-propelled apparatus used in reclamation, construction or maintenance activity

17. Noise.

a Noise Resulting from Activity other than Reclamation, Construction or Maintenance Activity

i No person may make or cause to be made any sound in excess of 86 dBA on the A weighted scale measured at 5 feet from the source of the sound

ii No person shall operate or use any personal radio, television, compact disk, tape recorder or other sound reproduction device in such manner that the sound reproduction device is audible to another person

b Noise Resulting from Reclamation, Construction or Maintenance Activity

i Tenants, contractors, and subcontractors, or other parties performing reclamation, construction or maintenance activity, shall comply with all applicable federal laws and regulations with respect to noise control and mitigation, and shall act in conformance with all state and local laws and regulations with respect to noise control and mitigation which would be applicable if the WTC Site were owned and operated solely by a private party

ii Environmental Performance Commitments Pertaining to Noise

Tenants, contractors, and subcontractors, or other parties performing reclamation, construction, or maintenance activity, shall comply with all Environmental Performance Commitments pertaining to noise A copy of the current Environmental Performance Commitments (EPCs) is available from the Port Authority Resident Engineer or Port Authority Program Manager responsible for the reclamation, construction, or maintenance activity

18. Structures.

a Public Areas

The erection of any table, chair, mechanical device or other structure is prohibited, except:

i pursuant to a written permit issued by, or a written agreement with, the Port Authority, or Port Authority lessee, or

ii as provided in the section describing "Continuous Expressive Activity"

b Closed and Restricted Areas

Construction and redevelopment activity at the WTC Site shall commence only after receiving Port Authority approval in the form of one of the following.

i approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),

ii fully executed contract with The Port Authority of New York and New Jersey, or

iii other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity

19. Distribution or Sales.

The following is prohibited, whether for free or for payment, unless conducted pursuant to a written permit issued by, or a written agreement with, the Port Authority

a The distribution of any merchandise including, but not limited to, jewelry, foodstuffs, candles, and flowers

b The provision of any service including, but not limited to, shoe shining

20. Gambling and Contests.

The conduct of any actual or purported game of chance or skill is prohibited

21. Continuous Expressive Activity.

a For the purpose of these regulations, "continuous expressive activity" refers to the following Continuous expressive

activity directed at passersby, including display of a sign to passersby, continuous distribution of literature to passersby, and continuous speech addressed to passersby

b Continuous expressive activity is permitted at the following locations, subject to Section 21 d.

i On the pavement adjacent to Church Street, 12 5 feet or less from the pavement curb

ii Within the location described as Location E in the diagram attached to these regulations as Exhibit A, when that location is not being used by persons engaged in activity authorized by a written permit issued by, or a written agreement with, the Port Authority

iii By a person engaged in coordinated continuous expressive activity as part of a group of 25 or more persons, within the locations described as Locations A through D in the diagram attached to these regulations as Exhibit A pursuant to Section 21 c herein

c. A person may engage in coordinated continuous expressive activity as part of a group of 25 or more persons only if a permit has been issued for that activity as set forth in Section 21 f herein, subject to the following restrictions

i A person may engage in coordinated continuous expressive activity as part of a group of 25 or more persons only in the following locations:

(A) Within the locations described as Locations A through D and 1 through 9 in the diagram attached to these regulations as Exhibit A

RIDER "N"

(B) Within the location described as Location E in the diagram attached to these regulations as Exhibit A, when that location is not being used by persons engaged in activity authorized by a written permit issued by, or a written agreement with, the Port Authority

(C) Coordinated continuous expressive activity by a group of 25 or more persons may not occur simultaneously in both (I) one or more of locations A through E on the diagram attached to these regulations as Exhibit A and (II) one or more of locations 1 through 9 on the diagram attached to these regulations as Exhibit A

ii The number of persons within each of the locations available for coordinated continuous expressive activity, as designated on the diagram maintained by the WTC Site Manager, described as Locations A through E and 1 through 9 on the diagram attached to these regulations as Exhibit A may not exceed the maximum number of persons indicated for that area on Exhibit A

d i Notwithstanding Part A, Section 21 b i, continuous expressive activity is prohibited in, or within 10 feet of, any of the following Doorway, entrance or exit, stairway or, entrance or exit landing thereof, sidewalk cut or crosswalk, elevator or entrance or exit thereof, escalator or landing, entrance or exit thereof, bus passenger waiting, loading or unloading area, taxicab passenger waiting, loading or unloading area;

ii Notwithstanding any other regulation, including Part A, Sections 21 b-c, continuous expressive activity is prohibited in, or within 10 feet of, any of the following reclamation, construction or maintenance equipment

or activity; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity

iii Interested persons may contact the WTC Site Manager at (212) 435-5501 for identification of the locations described in Sections 21 b-c which are not available at that time for use for expressive activity pursuant to Section 21 d i or 21 d ii

e No person, while engaged in continuous expressive activity, shall

i Distribute any merchandise including, but not limited to, jewelry, foodstuffs, candles, and flowers

ii. Misrepresent through words, signs, leaflets, attire or otherwise, an affiliation or association with, or support from, any person, organization, group, entity or cause, including any affiliation with or support by The Port Authority of New York and New Jersey or a subsidiary thereof, or an organization or association of employees thereof, or a victim of the events of September 11, 2001, or any organization or association of victims

iii Erect any table, chair, mechanical device or other structure unless:

(A) It is used for the actual distribution or display of expressive material such as leaflets

(B) It does not interfere with:

(1) Pedestrian or vehicular traffic flow

(2) Use of any doorway, entrance or exit, stairway or, entrance or exit landing thereof, sidewalk cut or crosswalk, elevator or entrance or exit

RIDER "N"

thereof; escalator or landing, entrance or exit thereof, bus passenger waiting, loading or unloading area, taxicab passenger waiting, loading or unloading area, a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity

(3) Entry to or exit from any vehicle

(4) The formation of any line of persons waiting to enter or use any thing, place or service described in 2 or 3

(5) Any reclamation, construction or maintenance activity

iv Sell or offer for sale, or exchange or offer for exchange, any item in return for payment at the WTC Site by soliciting and receiving cash or checks, by engaging in or offering to engage in a credit or debit card transaction, or by any other means, at any location other than the location described at Section 21 b ii

v Engage in any conduct not specifically addressed in this section that is prohibited in other sections

f Permit application procedures and restrictions

i A permit application shall be submitted in writing no later than thirty-six (36) hours preceding the commencement of the activities for which the permit is sought, and no earlier than seven (7) days preceding the commencement of the activities for which the permit is sought

ii Permit applications shall be submitted in person to the

WTC Site Manager, or the designee thereof, during the hours of 10 00 AM to 12:00 Noon and 1 00 PM to 3 00 PM, Monday through Friday, excluding holidays An application for a permit to engage in activity occurring on a Saturday, Sunday or holiday shall be submitted before 12 00 Noon of the preceding business day

iii The permit application shall set forth the type, time, location and duration of activities to be conducted in four-hour increments, the name, address and telephone number of the person making the request (in the case of a group, it shall be sufficient to supply the name, address, and telephone number of the person who can be contacted if problems arise concerning the granting of the request) If a person making the application indicates an affiliation with an organization or group, the name, address of a local representative of the organization or group to act as a liaison will be requested, however, refusal to provide such information shall not be grounds for denial of a permit

iv A permit to use a location for any period(s) of the day shall be valid for a number of days as specified by the applicant, not exceeding seven (7) days, pursuant to a single application An applicant seeking permits with different dates of expiration for a location and/or a period of time each day shall use a different application for each such permit

v A holder of a permit may continue to use the area(s) set forth in a permit, pursuant to these regulations, after expiration of the permit period only if a new permit application is submitted and no other permit has been granted to other applicants for such areas Renewal applications shall be processed as if they

were new applications All locations will be assigned on a first-come, first-served basis, without regard to renewal status The use of space previously used pursuant to a permit is not guaranteed by acceptance of a renewal application

vi Permits will be granted on a first-come, first serve basis An application will be denied only if the area requested is unavailable, the application is incomplete, or the application discloses that the activities to be performed thereunder will violate these rules

vii A permit will be issued, or the application denied, by the WTC Site Manager, or a designee thereof, no later than 5·00 PM of the day following submission of the application, excluding Saturdays, Sundays and holidays The reason for the denial of an application shall be set forth in writing

viii Upon denial of an application for a permit, or the failure to issue a permit by 5 00 PM of the day following submission of an application, excluding Saturdays, Sundays and holidays, a person may submit a written appeal to the General Manager, WTC Site, or a designee thereof, setting forth the reasons why the application should not have been denied An appeal shall be submitted in person to the WTC Site Manager, or a designee thereof, during the hours of 9 00 AM to 5 00 PM, Monday through Friday, excluding holidays An appeal of a denial of an application for permit to engage in activity occurring on a Saturday, Sunday, or holiday shall be submitted before 12 00 Noon of the preceding business day The WTC Site Manager, or designee thereof, shall cause the appeal to be delivered to the General Manager, WTC Site, or a designee thereof.

ix A written decision denying the appeal, or issuing a permit, shall be made no later than 5 00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays If no decision is issued by 5.00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays, the appeal shall be deemed to be denied on the basis of the original decision denying the application

x Any person whose application for a permit has been denied may seek review of such denial in a proceeding commenced pursuant to Article 78 of the Civil Practice Laws and Rules of the State of New York

xi Upon the issuance of any permit, a badge indicating the area and time period in which the activity will take place will be issued for each area Such badge must be worn on the upper left breast of the outermost garment and be clearly visible at all times during which the area is used A person who obtains permission to use an area or areas on behalf of a group may obtain the badges for the members of the group for use by such persons actually engaged in expressive activity, however, the number of badges issued will not exceed the maximum number of persons who may engage in expressive activity at one time in the area or areas

xii Each time a person or group ceases use of a designated area for expressive activity, such action shall be reported to the WTC Site Manager or a designee thereof, and the badge or badges described herein must be returned so the availability of the area for use by another may be recorded.

xiii For the purposes of this regulation, "holidays" refers to the following

New Year's Day	January 1
Martin Luther King, Jr Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

If New Year's Day, July 4, Veterans Day or Christmas Day occur on a Saturday, the holiday is observed on the preceding Friday, if any of those holidays occurs on a Sunday, the holiday is observed on the succeeding Monday

xiv Emergency Conditions

The WTC Site Manager, or the persons designated to act in his or her stead for general management purposes, may prohibit expressive activity at the WTC Site which would otherwise be permitted, or suspend or cancel a permit to engage in such activity, in the event of, and during the pendency of, an emergency condition, such as a snowstorm, fire, accident, or power failure, of such nature and character that the

conduct of permitted activities would cause a danger to persons or property during the pendency of such emergency condition

22. Emergencies.

In the event of an emergency, telephone contact should be made immediately with

Port Authority Police at the WTC Site - (212) 608-5111 or (212) 608-5115

23. Photography and Sound Recording Activity.

a As used herein, "photography" refers to any method of recording or transmitting images including, but not limited to, filming and videography, and digital image transmission or recording

b Public Areas

Photography and sound recording activity in public areas is limited to the use of devices carried on or by the person or persons engaged in such activity

c Closed and Restricted Areas

Photography and sound recording activity in closed and restricted areas is limited to activities which have been pre-approved by the Port Authority.

24. Lost and Found.

Personal property found within the WTC Site shall be delivered to the Port Authority Police Command Post at the WTC Site as soon as practical after the property is found

25. Communications Requirements in Closed and Restricted Areas.

i A person who is not able to read and speak English may enter and remain in Closed and Restricted Areas of the WTC Site only if and when accompanied by an interpreter able to fluently read and speak English and the language of the person he or she is accompanying

ii The interpreter must comply with all WTC Site Rules and Regulations

iii Individuals not capable of reading and speaking in English shall be issued a WTC ID endorsed with a requirement that the holder be accompanied by an interpreter

PART B. WTC Site Security.

1. Adherence to Security Procedures, Rules, and Regulations.

All persons entering the WTC Site shall comply with all applicable security policies, procedures, rules, and regulations, whether contained in these Rules and Regulations or communicated via the WTC Site Manager or his/her designee

2. Manager's Right to Rescind Access to Closed or Restricted Areas of the WTC Site.

a The WTC Site Manager and his or her designee are authorized to suspend or revoke a permission or privilege to enter closed or restricted areas of the WTC Site, or permission to escort other persons into closed or restricted areas of the WTC Site, or permission to bring a vehicle into closed or restricted areas of the WTC Site, for any reason not contrary to law, including but not limited to, violations of WTC Site Rules and Regulations

b Any person possessing a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site without an escort, including a WTC ID or Vehicle Pass, or as evidence of permission to escort other persons into closed or restricted areas of the WTC Site, shall return such document to the WTC Site Manager or his or her designee upon expiration or receipt of notice that such permission or privilege has terminated or has been suspended or revoked.

c. The WTC Site Manager, or his or her designee, may revoke, confiscate, retain, and refuse to return a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site, including a WTC ID or WTC Vehicle Pass, or as evidence of permission to escort other persons into restricted or closed areas of the WTC Site upon the expiration, termination, suspension, or revocation of such permission or privilege

3. Valid WTC Site Identification.

a Only persons and vehicles displaying a valid WTC Site ID and valid WTC Vehicle Pass, as applicable, will be allowed entry to closed and restricted areas of the WTC Site

b WTC Site IDs and Vehicle Passes issued by WTC Site Security specifically for access to closed and restricted areas of the WTC Site are the only identification media valid for such access

c All WTC Site IDs and Vehicle Passes are the property of The Port Authority of New York and New Jersey

d All WTC IDs and Vehicle Passes must be validated at the point of entry to the Site each time a person or vehicle enters the WTC Site

e Any person who does not have a WTC Site ID must be escorted into the WTC Site by a person with escort privileges

4. Responsibility to Display WTC Site IDs and Vehicle Passes.

a A WTC ID must be worn on the outside of the outermost garment, between the waist and neck.

b A WTC Vehicle Pass must be displayed in the driver's side windshield of a vehicle for which it was issued, in full view

c. WTC Site IDs and Vehicle Passes must be presented to PAPD, WTC Site Security, the WTC Site Manager or his or her designee upon request

5. Responsibility to Update WTC Site IDs and Vehicle Passes.

a If the physical features of an individual change significantly, including but not limited to, a new hairstyle or color, the addition or removal of a beard or mustache, the addition or removal of eyeglasses, the individual must update the relevant information at the WTC Site Security Office

b If an individual's personal information changes, including but not limited to name or appearance, address, or telephone number, the individual must update the relevant information at the WTC Site Security Office

c If an individual's employment information changes, including but not limited to employer or company name, trade or union affiliation, company name, address, telephone number, and/or supervisor, the individual must update the relevant information at the WTC Site Security Office

d For vehicle passes only, if vehicle information changes, including but not limited to name of owner, address, telephone number, company name and/or supervisor name, vehicle, vehicle color, license plate, insurance company or insurance/policy number/expiration date, the owner or lessee of the vehicle must update the relevant information at the WTC Site Security Office

6. Care of WTC IDs and Vehicle Passes.

a Care shall be used to secure and protect a WTC ID or WTC Vehicle Pass at all times, and to maintain a WTC ID or Vehicle Pass in the condition in which it was issued

b A WTC ID or Vehicle Pass shall not be damaged or altered

c A WTC ID or Vehicle Pass shall not be used by any person other than the person to whom it is issued

d Any person who has knowledge that a WTC ID or Vehicle Pass has been lost, damaged or altered, or used by any person other than the person to whom it is issued, shall, without unreasonable delay, report such information to PAPD and/or WTC Site Security, and, submit the document in question, if in his or her possession, to PAPD or WTC Site Security

7. Breaches of Security and Other Suspicious Activity.

a. Any person who has knowledge of a breach of security shall immediately report such information to the PAPD

b Any person who has knowledge of suspicious activity, a suspicious item or suspicious object, such as a vehicle, piece of equipment, container, or package, or an item located in a suspicious location shall immediately report such information to the PAPD.

8. Escort Privileges.

a An Escort Privilege may be issued to a person (an "Escorter") permitting the person to escort a person or persons without WTC ID to enter certain closed and restricted areas, as identified by the WTC Site Manager or his or her designee

b No person without a WTC ID may enter any closed or restricted area unless accompanied by an Escorter and

i such person presents to WTC Site Security for inspection one or more pieces of valid government-issued photo identification as directed by WTC Site Security, and

ii the accompanying Escorter follows the current procedures, as instructed by WTC Site Security, for identifying persons who have been issued Escorter's privileges

c An Escorter shall at all times accompany and supervise any escorted person in a manner sufficient to insure that the escorted person does not engage in activity other than the activity for which the associated Escort Privilege is granted

d An Escorter shall not allow any escorted person to circumvent or disable a fall protection system or any other safety device or interfere with any safety procedure

e Only one person may escort each group, and only one group may be escorted by each Escorter

f A group of five or more persons shall not be escorted into a closed or restricted area of the World Trade Center Site by any person, including an Escorter, unless the entry by escort of that group into such closed or restricted area of the World Trade Center Site has been approved in advance by the WTC Site Manager

g An Escorter shall instruct any person under escort to wear personal protective equipment required by these Rules and Regulations or by the WTC Site Manager or his or her designee, and shall notify WTC Site Security in the event of refusal to follow such instructions by any person under escort

9. Vehicle Pass Requirements and Procedures.

a. No vehicle may enter any closed or restricted area of the WTC Site unless the driver presents a valid vehicle operator's license for the respective class of vehicle, vehicle registration, and proof of insurance document for the vehicle

b No vehicle may enter any closed or restricted area of the WTC Site unless the driver and each occupant displays a valid WTC Site ID Badge

c Drivers must observe all signals, signs, markings, and other traffic devices found within the closed and restricted areas of the WTC Site

d Speed limits within the closed and restricted areas of the WTC Site are established by the WTC Site Manager and communicated by signage and in the Traffic Management Plan

e Parking is prohibited within the closed and restricted areas of the WTC Site in areas designated as no parking areas by signs, pavement marking or striping

f Obstruction of roadways, vehicles, equipment, walkways, ramps, doors, or gates is prohibited

10. Deliveries.

a. No delivery may be made to any closed or restricted area of the WTC Site unless such delivery has been arranged in advance and written notice of such deliveries has been given to WTC Site Security by the recipient of such delivery.

b No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery satisfies the requirements of Part B, 3, 4, 9, and 10 a

c No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery person or persons, any delivery vehicle and any occupant thereof, is accompanied by the delivery recipient, or a person acting on behalf of the delivery recipient, who possesses a valid WTC ID, and who has been granted Escort Privileges for deliveries Such Escorter shall accompany the delivery person or persons, any delivery vehicle and any occupant thereof, from the entrance to the respective closed or restricted area of the WTC Site, during delivery, and, upon the completion of the delivery, to the exit from the respective closed or restricted area of the WTC Site

PART C. WTC Site Safety.

1. General.

a. Tenants, contractors, subcontractors, and all others performing work at the WTC Site shall prepare and implement the programs, plans, and procedures required by the Port Authority to protect worker health and safety, and shall conform with federal, state, and local codes, rules, regulations, and ordinances, including those established by The Port Authority of New York and New Jersey with respect to worker and public safety

b Individuals who do not follow the programs, plans, and procedures so set forth in Part C Section 1 a shall be subject to immediate removal from the Site and suspension or revocation of privileges to enter closed and restricted areas

2. Personal Protective Equipment.

a Personal protective equipment appropriate to the hazard of the respective worksites shall be worn at all times in closed or restricted areas of the WTC Site, and shall at a minimum include but not be limited to.

i hard hat

ii reflective safety vest

iii. work shoe or boot

iv safety glasses or goggles (when required or directed)

v hearing protection (when required or directed)

vi respirator (when required or directed)

b Additional personal protective equipment, as noted on signage around specific areas, or as required by each

employer to conform with federal, state, and local codes, rules, regulations, and ordinances, and to comply with programs, plans and procedures required by The Port Authority of New York and New Jersey, shall also be worn at all times by individuals in designated areas

3. Traffic Management Plan.

a The WTC Site Manager shall establish a Traffic Management Plan for pedestrian and vehicular movement within closed and restricted areas of the WTC Site

b Each occupant of closed and restricted areas of the WTC Site shall obtain and/or retain a copy of the current Traffic Management Plan provided in the WTC Security Office, and adhere to the current plan

4. Hazardous Material/Chemical Management.

a Materials Allowed

The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, shall be allowed onto the WTC Site if Part B, Section 10 has been met, and the driver presents shipping papers and a delivery receipt indicating the name of the contractor requesting the products, the quantity and type of material being delivered, and all of the information provided herein is verifiable by WTC Site Security upon delivery In addition, prior to delivery, the contractor's safety manager shall be in possession of the appropriate Material Safety Data Sheet for the materials

Class 2 – Oxygen, Flammable Gas, Non-Flammable Gas

Class 3 – Flammables, Gasoline, Combustibles, Fuel Oil

Class 9 – Miscellaneous

b. Materials Prohibited

i The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, and vehicles carrying the following hazardous materials, shall not enter the WTC Site without prior approval of the WTC Site Safety Manager and compliance with the procedures set forth herein

Class 1 – Explosives, Blasting Agents
Class 2 – Inhalation Hazard
Class 4 – Flammable Solids, Spontaneously Combustibles, Dangerous When Wet
Class 5 – Oxidizers, Organic Peroxide
Class 6 – Inhalation Hazards, Poisons, Harmful/Stow Away from Food Stuffs
Class 7 – Radioactive
Class 8 – Corrosives

Dangerous Cargo

ii Vehicles with the placards indicating carriage of materials within the foregoing classes shall be detained at the entrance to the WTC Site until completion of the procedures set forth below

iii The World Trade Center Site Safety Manager shall be notified of the arrival of such vehicles

iv Upon notice to the World Trade Center Site Safety Manager of the arrival of such material for delivery to such contractor, the contractor's safety manager shall meet with World Trade Center Site Safety Manager to review the procedures to be followed for delivery, the contractor's safety manager shall bring with him the appropriate Material Safety Data Sheet for the materials to the meeting, and the contractor

shall follow those procedures to effect delivery as directed by the World Trade Center Site Safety Manager at the meeting

c. Storage Guidelines

Consistent with the requirements in U S OSHA 29 CFR 1910, Subpart Z Hazard Communication, 29 CFR 1926 Subpart F Fire Protection and Prevention, Subpart J· Welding and Cutting, and U S DOT 49 CFR, Subpart E, Part 172 Labeling, each contractor shall at a minimum comply with the following

i Establish and maintain a secure hazardous chemicals storage location adequately sized, designed, and constructed for the type and quantity of materials to be stored All chemicals shall be stored in appropriate containers compatible with their hazard class

ii Confine the storage of hazardous chemicals to the area assigned or work location Hazardous chemicals cannot be stored in common areas, roadways, or established entry/egress routes

iii Each storage location shall be framed, sheathed, and roofed with approved fire-retardant treated lumber, fenced and roofed, caged, or otherwise securely enclosed The entrance door shall be constructed in such a manner as to allow for the visual identification of the stored contents The entrance door shall be lockable and remain locked at all times when not occupied, with keys provided to the WTC Site Manager, WTC Site Safety Manager, Port Authority Resident Engineer, and PAPD.

iv The wall to floor seam of each storage location shall

RIDER "N"

be bermed with an appropriate and compatible absorbent material to capture any liquid in the event of a release

v Warning signs consistent with the labeling requirements of U S DOT 49 CFR Part 172 shall be conspicuously posted at all entrances into the storage location Smoking shall be prohibited within all chemical storage locations, and shall be signed accordingly

vi The contractor shall maintain on-site an adequate supply of spill response equipment, materials, and personnel protective equipment appropriate and compatible for the type and quantity of the chemical products in storage

vii The contractor shall maintain on-site a material safety data sheet (MSDS) for each chemical product stored The contractor shall also ensure that workers are trained in the hazards and use of the product

viii. The contractor shall select, issue, and train workers in the maintenance, use and storage of the personal protective equipment required when using the chemical products.

ix The contractor shall provide worker training in the proper methods to respond to spills and releases from the storage area

x. Compressed gas cylinders, flammable and combustible liquids, and all chemical products shall be stored and signed/labeled in accordance with their hazard class The co-mingling of different hazard classes in storage is prohibited

xi When required, storage areas shall be protected from

vehicular impact by the use of "jersey barriers" or a similar impact resistant material

xii Enclosed storage facilities (i e trailers) used for the storage of flammable gases and liquids shall be properly ventilated by either mechanical or natural means based upon the characteristic of the chemical product being stored If lighting is installed, explosion proof, intrinsically safe wiring is required.

xiii The contractor shall select and provide the appropriate type, size, and number of fire extinguishers suitable for the fire hazards presented by the stored chemicals

d Storage Requirements

i If stored in drums, all drums shall be raised off the ground

ii Flammable and combustible liquids, such as gasoline, kerosene, diesel, and mixed fuels shall be stored in either Type I or II approved metal safety storage cans with flashback protection

iii All fuel containers (drums, gas cans, etc) shall be appropriately color-coded and permanently labeled as "Gasoline", "Kerosene", "Diesel", or "Mixed-Fuel".

iv Flammable and combustible liquid cans shall be stored in approved fire cabinets with a quantity limited to 60-gals of flammable and 120-gals of combustible liquid per cabinet No more than three storage cabinets shall be stored in one area

v A properly charged and maintained portable fire extinguisher with a rating of not less than 4-A 60B C

shall be permanently mounted in a conspicuous location readily accessible within 50 feet of the storage location

vi Compressed gas cylinders (CGC) shall be stored with their valve protection caps secured on the cylinder

vii CGC shall only be stored vertically with 3-point contact maintained at all times

viii Flammable gases and oxygen must be stored separately at least 20 feet apart, or together with a 5 foot high, 30 minute fire-rated wall separating them

e Incident Response

i Anyone with knowledge that a hazardous material and/or chemical release has occurred shall immediately contact PAPD at the WTC Command and provide the following information:

(A) Incident location

(B) Description of incident

(C) Description of personal injury

(D) Description of fire condition

ii Each contractor shall employ a call-in hazmat contractor and provide to the PA Resident Engineer, WTC Site Manager, and WTC Site Safety Manager, the name and contact information of such call-in hazmat contractor

5. Firearms, Weapons, and Explosives.

No person shall carry, keep, store, handle, use, dispense, or transport, into or through the WTC Site, any firearm, weapon, explosive device or or explosive material which is not a hazardous material as identified under Part C, 4, without the prior approval of the WTC Site Manager and Port Authority Police

PART D. WTC Site Reclamation, Construction, and Maintenance Activity.

1. General.

Reclamation, construction and maintenance activity at the WTC Site shall commence only after receiving Port Authority approval in the form of one of the following

a approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),

b fully executed contract with The Port Authority of New York and New Jersey, or

c other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity

2. Environmental Performance Commitments (EPCs).

No person shall engage in conduct that violates any applicable EPC A copy of the current EPCs for a Port Authority project involving reclamation, construction, or maintenance activity, is available from the Port Authority Resident Engineer or Port Authority Program Manager assigned to the project A copy of the current EPCs for a non-Port Authority project involving reclamation, construction, or maintenance activity, is available from the party responsible for the project. The identity of a party responsible for any project involving reclamation, construction, or maintenance activity, be sought from the WTC Site Manager.

3. Required Permits.

Each of the following required permits may be obtained through the Port Authority Resident Engineer or Port Authority Program Manager assigned to the activity

a Confined Space

b Cutting & Welding

c Hot Work

INITIAL HERE AK

Exhibit A

Exemption (4)

RIDER "N"

RIDER "O"
AVAILABLE DOCUMENTS
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

THIS PAGE IS INTENTIONALLY BLANK

INITIAL HERE
AK

RIDER "P"
[INTENTIONALLY DELETED]
WORLD TRADE CENTER –
VEHICULAR SECURITY CENTER & TOUR BUS PARKING FACILITY
NEW YORK, NEW YORK

THIS PAGE IS INTENTIONALLY BLANK

INITIAL HERE AK

RIDER "Q"
SITE LOGISTICS PLANS
1 WORLD TRADE CENTER, "THE FREEDOM TOWER"
NEW YORK, NEW YORK

October 17, 2007

Exemption (4)

RIDER "R"
[INTENTIONALLY DELETED]
WORLD TRADE CENTER –
VEHICULAR SECURITY CENTER & TOUR BUS PARKING FACILITY
NEW YORK, NEW YORK

THIS PAGE IS INTENTIONALLY BLANK

INITIAL HERE AK

RIDER "S"
WTC SITE SECURITY REQUIREMENTS
WORLD TRADE CENTER – VEHICULAR SECURITY CENTER & TOUR BUS PARKING FACILITY
NEW YORK, NEW YORK

Revised: April 9, 2008

Access to the WTC Site

All personnel, vehicles, and materials entering the site shall comply with the requirements described herein. The word "vehicle" as used herein shall be construed to include all self-propelled or towable vehicles or equipment whatsoever.

The requirements described herein apply to all contractors, subcontractors, vendors, suppliers and all others performing work or providing services or materials or equipment within the site. All such entities are required to coordinate and cooperate with each other and with the Authority in planning and performing the required activities The facilities and services provided by the Authority are to be shared in common by all parties requiring access to the site. The direct costs to perform the screening and credentialing described herein shall be reimbursed by the Authority. All other costs, including but not limited to compensation for time spent by the contractors or their employees in performing any of the activities described herein, shall be borne by the contractors

A) Personnel Access

All persons accessing the site shall have been background screened so as to ascertain that they satisfy the requirements set forth in the "WTC ID Process-Disqualifying Crimes" document which is attached hereto as Exhibit A. The Authority will conduct such background screening upon written request of the contractor on behalf of the individual, or an individual himself/herself The background screening is contingent upon the following:

- Every individual requesting access to the site must agree to have a background screening
- Every individual shall be required to fill out and sign a background screening application and consent form.
- Individuals must be citizens of the U.S , Lawful Resident Aliens, or otherwise lawfully permitted to work in the U S
- Every individual shall be required to complete the Secure Worker Access Consortium Application (www.secureworker.com)

The Authority shall conduct the background screening and shall report its findings in a timely manner Successful screenings are expected to be completed within 3 business days. Individuals found to have received a "fail" classification due to any reason shall be prohibited from entering the site

After successful background screening individuals will be required to complete a one-hour training period and to pass a test regarding the WTC Site rules and regulations Upon successful completion a personal identification card shall be issued by the Authority to the individual The individual's access to the site shall be limited to the level deemed appropriate by the Authority.

As part of the individual credentialing and identification process each individual may be required to provide biometric data, which may include finger-printing, hand geometry, and/or iris mapping Such data shall be developed and recorded by the Authority for its sole use on this particular WTC Project, and shall be invalidated when no longer needed The individual is prohibited from the site once the data has been invalidated.

INITIAL HERE AK

Personnel entry to and exit from the site shall be through a number of Personnel Screening Portals provided, installed, maintained, and operated by the Authority It is expected but not guaranteed that there shall be at least two such portals distributed around the perimeter of the site The Authority shall operate, relocate, and if necessary reconfigure, the portals to accommodate the work to the greatest degree feasible.

Personnel entering the site will be required to present their individual identification cards for entry. The ID cards may contain the personal biometric data that will be used to process individuals thru a turnstile. In all cases packages and tools are subject to inspection at all times. Individuals may be randomly screened.

Personnel who have not been background screened and approved to enter the site as described above, either because the background screening process has not yet been completed or because a permanent ID card is not being sought due to the infrequency of use, may nevertheless be allowed onto the site For this purpose the Authority will provide, install, maintain, and operate credentialing stations at or near the WTC Site The Authority will issue a Temporary ID card to the individual upon the following conditions:

- The contractor requests the Temporary ID card on behalf of the individual. This request must be made by a permanently credentialed representative of the contractor who must accompany and vouch for the individual requiring the Temporary ID card.
- The individual presents two (2) forms of personal identification One (1) such ID must be a government issued Photo ID such as a current driver's license or US Passport.
- The individual must be a citizen of the U S , a lawful Resident Alien, or otherwise lawfully permitted to work in the U S

The Temporary ID cards will allow access to the site for a period not to exceed five (5) business days Every Temporary ID cardholder's person shall be inspected, together with any packages, tools or equipment he/she intends to bring onto the site

The contractor shall notify the Authority of personnel terminations or reassignments so that access credentials can be invalidated as soon as no longer needed. The Authority may, at any time for any reason, invalidate credentials allowing individuals access to the site. In all instances, where the Authority issued credentials are no longer valid, the Contractor is responsible for ensuring that they are returned to the Authority in a timely manner.

B) Vehicle Access

All vehicles, with their contents, entering the site shall have been screened by the Authority prior to being allowed access to the site. Such screening shall be for the purposes of validating that the vehicle requesting entry is in fact what it is stated to be, and that it contains or includes no item or material considered by the Authority to be, actually or potentially, deleterious to the site. All personnel driving, managing or accompanying the vehicles and their contents, shall be subject to the same conditions described above for all personnel, and shall not be allowed entry to the site except in conformance therewith.

The Authority shall provide, install, maintain, and operate vehicle Screening access points and adjacent off site Vehicle Screening Facilities. These Facilities shall be located at the points of entry to the site best placed" to accommodate the construction There are expected, but not guaranteed, to be four such points at all times The Authority shall operate, relocate, and reconfigure as required, the access points to the site to accommodate the work to the greatest degree possible.

In order to maintain orderly access to the site and not impact the local streets and or the arterials the contractor, in coordination with the Authority, shall be responsible for scheduling "on time " deliveries of all vehicles requiring access to the site to include deliveries covered by the "Trusted Vendor" program. Important: "Vehicles are not allowed to utilize the local streets or arterials for lay by or staging purposes" unless approved per NYCDOT permit. The Contractor shall notify the Authority of all deliveries a minimum of 24 hours in advance. Notification for deliveries shall be made by the contractor in writing (e mail is acceptable), in a format to be determined by the Authority. Such request shall include, at a minimum, the following information:

- Vehicle Registration and Insurance information (Copies to be submitted to the Authority).
- Description of vehicle and manifest of its contents.
- Identity of driver and other accompanying personnel.
- Proposed time for arrival at site.
- Proposed point of entry to site.
- Description and duration of activity while on site.

Requests for screening of oversize loads are subject to the same requirements except that 72 hours notice may be required

The contractor shall be responsible to ensure that the vehicle to be screened presents itself, together with all required documentation, at the assigned location and time Failure to do so, and the resulting delays, that may require rescheduling of the appointment for screening, shall be the sole responsibility of the contractor. If a particular vendor, supplier, contractor, or other entity is consistently late or does not supply the required information for scheduled screenings, in the sole opinion of the Authority, the Authority may institute different requirements that it deems necessary to avoid or mitigate future delays

It is the intent of the Authority in order to reduce on site screening time and provide flexibility in the scheduling of deliveries that the contractor will be allowed to substitute or add a critical delivery under the following conditions:

- The delivery does not conflict with other scheduled deliveries nor is disruptive to on going site activities
- The vendor/vehicle/driver is in the "Trusted Vendor" program

It is the intent of the Authority to establish a "Trusted Vendor" program. The "Trusted Vendor" program will include the enrollment of vehicles and their drivers in order to expedite their access to the site. These types of vehicles will be primarily company owned vehicles and trucks such as concrete, tanker, haul, heavy construction equipment and other delivery trucks, which frequent the site These vehicles shall be required as previously outlined to schedule deliveries in advance and if requested, provide sufficient time to allow the Authority adequate time to determine and provide the necessary pre-screening

For "Trusted Vendor" screening the vehicle shall present itself at the assigned place within the allotted timeframe. Screening shall include:

- Verification of vehicle and personnel identity and credentials.
- Physical examination of the vehicle including the undercarriage, and its contents, as deemed necessary by the Authority

Upon successful screening the vehicle will be allowed direct entry to the site.

For vehicle companies wishing to participate in the "Trusted Vendor program" the company will be required to provide the information as previously outlined for the vehicle – identify and have credentialed the driver or group of drivers in accordance with the credentialing requirements, assign a supervisory employee (Trusted Individual) of the firm who will over-see the loading and dispatching of the vehicles and be willing to be subject to a bi-annual audit of their procedures.

C) Exhibit

A WTC ID Process-Disqualifying Crimes June 2006

EXHIBIT A
WTC Identification Process - Disqualifying Crimes
June 2006

Standard Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States

Validate applicant-supplied data to assess truthfulness Willful falsification or omission disqualifies individual

Identify criminal, terrorist, or other security-related information

List of Disqualifying Criminal Offenses for Access to the World Trade Center Site

(a) Permanent disqualifying criminal offenses An individual will be permanently disqualified from receiving credentials to access the World Trade Center Site if he or she is convicted, or found not guilty by reason of insanity, of any of the following crimes

1 Violation(s) of the Racketeer Influenced and Corrupt Organization Act, 18 U S C 1961, et seq , or a State law that is comparable
2 A crime listed in 18 U S C Chapter 113B-Terrorism, or a State law that is comparable
3 Espionage
4 Sedition
5 Treason
6 Unlawful, possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or hazardous materials
7 Conspiracy or attempt to commit any of the above offenses

(b) Interim disqualifying criminal offenses The crimes listed in paragraphs (b)(I) through (b)(3) of this section are disqualifying if either of the following factors is true the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within the 10 years preceding the date of application, or the applicant is currently on probation or parole for the crime regardless of the date of conviction

1 Unlawful sale, distribution, manufacture, import or export of a controlled substance that resulted in the conviction of an A Felony in the New York State Penal Law, or any comparable law in any State, or comparable Federal Law

2 Theft, dishonesty, fraud, extortion, or misrepresentation

3 Conspiracy or attempt to commit any of the above crimes listed in (b)

(c) Interim disqualifying criminal offenses The crimes listed in paragraphs (c)(l) through (c)(2) of this section are disqualifying if either of the following factors is true the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within 5 years preceding the date of application, or the applicant is currently on probation or parole for the crime regardless of date of conviction

1 Violation of Felony Offenses (as defined in the New York State Penal Law 70 02) or any comparable law in any State
2 Conspiracy or attempt to commit any of the above crime

NOTE An individual will be disqualified from receiving credentials to the WTC site if he or she is wanted or under indictment in any civilian or military jurisdiction for any of the crimes listed above until the want or warrant is released Additionally, a person will not receive credentials if he or she is on the Terrorist Watch List

EXHIBIT A
WTC Identification Process - Disqualifying Crimes
June 2006

Medium Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States

Validate applicant-supplied data to assess truthfulness Willful falsification or omission disqualifies individual

Identify criminal, terrorist, or other security-related information

No convictions against below listed 49CFR 1542 209 (d) within seven (7) years preceding the date of application, except as noted*

(13) Murder
(14) Assault with intent to murder
(15) Espionage
(16) Sedition
(17) Kidnapping or hostage taking
*(18) Treason
(19) Rape or aggravated sexual abuse
*(20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
**(21) Extortion
**(22) Armed or felony unarmed robbery
(23) Distribution of, or intent to distribute, a controlled substance
(24) Felony Arson
(25) Felony involving a threat
(26) Felony involving-
(i) Willful destruction of property,
**(ii) Importation or manufacture of a controlled substance,
**(iii) Burglary,
**(iv) Theft,
**(v) Dishonesty, fraud, or misrepresentation,
**(vi) Possession or distribution stolen property,
(vii) Aggravated assault,
**(viii) Bribery, or
(ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year, or

(27) Violence at international airports,
(a) Terrorism
*(b) RICO (Racketeer Influenced and Corrupt Organizations Act)
(c) A crime involving a severe transportation security incident
(d) Felony involving-
(i) Smuggling,
(ii) Immigration violations,
(28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

---

Note * No convictions in their lifetime since birth

Note ** No convictions within the past ten (10) years preceding the date of this application

EXHIBIT A
WTC Identification Process - Disqualifying Crimes
June 2006

High Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form

Individual must be a United States Citizen or a Lawful Resident Alien

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual

Identify criminal, terrorist, or other security-related information

No convictions against below listed 49CFR 1542 209 (d) within ten (10) years preceding the date of application, except as noted*

(1) Forgery of certificates, false marking of aircraft, and other aircraft regulation violation,
(2) Interference with air navigation,
(3) Improper transportation of a hazardous material
(4) Aircraft piracy,
(5) Interference with flight crewmembers or flight attendants
(6) Commission of certain crimes aboard aircraft in flight,
(7) Carrying a weapon or explosive aboard aircraft,
(8) Conveying false information and threats (e g , bomb threats, explosives in briefcase, etc in security areas),
(9) Aircraft piracy outside the special aircraft jurisdiction of the United States,
(10) Lighting violations involving transporting controlled substances,
(11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements,
(12) Destruction of any aircraft or aircraft facility,
(13) Murder
(14) Assault with intent to murder
*(15) Espionage
*(16) Sedition
(17) Kidnapping or hostage taking
*(18) Treason
(19) Rape or aggravated sexual abuse
(20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
(21) Extortion
(22) Arrned or felony unarmed robbery
(23) Distribution of, or intent to distribute, a controlled substance
(24) Felony Arson
(25) Felony involving a threat

(26) Felony involving-
- (i) Willful destruction of property,
- (ii) Importation or manufacture of a controlled substance,
- (iii) Burglary,
- (iv) Theft,
- (v) Dishonesty, fraud, or misrepresentation,
- (vi) Possession or distribution stolen property,
- (vii) Aggravated assault,
- (viii) Bribery, or
- (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year, or

(27) Violence at international airports
- *(a) Terrorism
- *(b) RICO (Racketeer Influenced and Corrupt Organizations Act)
- (c) A crime involving a severe transportation security incident
- (d) Felony involving-
  - (i) Smuggling,
  - (ii) Immigration violations,

(28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

---

Note * No convictions in their lifetime since birth

INITIAL HERE AK

RIDER "T"
MILESTONE DATES AND LIQUIDATED DAMAGES
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

June 18, 2009

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

The following criteria defines the Liquidated Damages and the corresponding Milestone Durations included in the Lump Sum Trade Contract;

The Contractor has sufficiently completed all the **Signage (Exterior & Interior)** requirements in accordance with the Contract Documents by December 31, 2012.

In the event that the Contractor has not completed the work as defined in the Contract Documents, **liquidated damages in the amount of Three Thousand Dollars ($3,000.00) per day** shall be credited from the Lump Sum Amount

Liquidated damages shall not exceed 3.5% (three and one-half percent) of the Lump Sum Contract Amount.

INITIAL HERE
AK

RIDER "U"
ADDITIONAL PROVISIONS
1 WORLD TRADE CENTER
NEW YORK, NEW YORK

March 12, 2010

TRADE: SIGNAGE (EXTERIOR & INTERIOR)

The Lump Sum Contract includes the work as noted in the following documents which were issued to this Contractor in the Bid Package

- SOM Architect's Supplemental Instruction No 071R2, dated November 17, 2009, includes Pentagram drawings P2, P3, and P4 (all dated November 17, 2009)

- Request For Information - Questions and Answers - (#1 to #51), dated October 22, 2009

INITIAL HERE AK

TISHMAN

115 Broadway -11th Floor
New York, NY 10038
Phone (212) 748-1001
Fax (212) 748-1199

October 22, 2009

To: **All Bidding Contractors (via fax)**

Re: **1 World Trade Center**
New York, New York

Trade: **Signage (Interior & Exterior)**
Request for Information – Questions and Answers

1 QUESTION Rider A, Page 11, Section B, Para 1 a states that elevator transom panels will be provided by others for floors B2, G, 64 & 65 There are no location drawings for floor B2 and it appears in the message schedule that there are a total of (10x) A3 1 signs and (5x) sign type 3 7 signs Will 15 panels be provided for floor B2
ANSWER: Reference Bulletin # 87.

2 QUESTION Page 14, Section C, item 6 indicates that ALL MTL-07 transom panels are not in contract but that we are to include water jet cutting, please clarify correct scope of work for these sign types
ANSWER: Reference revised Rider A.

3 QUESTION Page 11, Para 1 c please confirm that only 4 sign type B1 1 are required versus the 16 shown in the message schedule
ANSWER: Reference Rider A, item B.1.c

4 QUESTION Page 11, Para 1 d please confirm that we are to include all stairwell and floor photo luminescent markings in our bid If so, we may require additional stairwell drawings
ANSWER: Reference Rider A, item B.1.D & ITEM c.12

5 QUESTION Section C, Work Not in Contract, Item 8 states that signage engraved into stone or glass panels is NIC please clarify if sign type A1 1 and A1 6 are NIC as it is a ceramic frit applied to the 4th surface of glass (drwg G-701) Also please confirm that we are thus not to submit pricing for the alternate called out for on sign type A4 5 which calls out for sandblasting or acid etching on 2nd surface of glass (drwg G-711)
ANSWER: Reference Rider A, item C.8

6 QUESTION Section C, Work Not in Contract, Item 9 please define "Exterior site identification signage", does this include sign types A1 2, A1 3 and A1 4? Please clarify "Reference Rider C – Alternate No 4" as it pertains to this item
ANSWER: Reference Rider A, item C.9 & B.1.b

INITIAL HERE AK

7 QUESTION Section E, Para 4 "The contractor shall be prepared to commence its field work layout on or about the 3rd Quarter of 2010", is this the anticipated date at which field measurements can be taken? Accurate shop drawings cannot be submitted until such time
ANSWER: Reference Rider A, item E.4

8. QUESTION Sign type A1 1 & A1 6 previously inquired whether this sign type is in our scope or not, if yes, are we to assume that glass panels will be sent to us for application of ceramic frit?
ANSWER: Sign A1.1& A1.6 not in contract.

9 QUESTION: Sign type A1 2 & A1 3 as it pertains to the installation of these fabricated letters, drawings mention that we are to coordinate with glass supplier to determine appropriate adhesive Has a glass supplier been selected so that we can get in touch with them to further discuss the installation Based on past experience, in order to properly secure these letters to the glass, surface of glass needs to be etched for proper adhesion which may not be acceptable There are many parameters that need to be addressed and will gladly speak to your glass supplier about them
ANSWER: Answer to be distributed to bidders upon receipt from design team

10 QUESTION Sign type A2 3 It is my understanding that wall brackets will have to be fastened to wall prior the stone being installed In that there are a total of 156 brackets, how are we to determine the amount of site visits required to install the brackets?
ANSWER: Reference revised Rider A and item E.4

11 QUESTION Sign type A3 1, A3 2, A3 3, A3 4, A3 5, A3 6 & A3 7 As previously mentioned, it would appear that all transom panels will be provided to us by others and that we are to waterjet cut the copy Please clarify who is to install the transom panels and in turn, paint the background panel as specified in the drawings
ANSWER: Reference Bulletin # 87 and rider A.

12 QUESTION Sign type A4 1 & A4 2 Please confirm that the horizontal mullion that the mounting block, mounting plate and fabricated letters are to be affixed to is structurally sound to accept the weight of this sign
ANSWER: It is the responsibility of the signage contractor to engineer connection to existing horizontal mullion.

13 QUESTION Sign types E1 1, E2 1 & H1 2 drawings call out for 5/8"h x 1/32"t water jet cut letters and numerals, painted white, chemically adhered to stainless steel panel Can we not use typical white appliqué lettering for these signs? Please confirm that braille balls are to be painted white, these would typically be stainless steel
ANSWER: Answer to be distributed to bidders upon receipt from design team

14 QUESTION Sign type H1 1 drawing G-741 show 2 separate mounting conditions for the projecting restroom ID signs In looking at the message schedule, we cannot differentiate between condition 1 and 2 Could you please submit quantities for each
ANSWER: Reference design documents.

15 QUESTION Please note that sign types S1 1 to S1 4 shown on drwg G-762, are NOT New York City Code compliant In that these signs are exit stair related and required for TCO, it is important that proper design layouts and sizes be resubmitted for accurate pricing
ANSWER: Answer to be distributed to bidders upon receipt from design team

16 QUESTION A summary of sign type quantities has been provided Type A1 4 is NOT included, yet it is shown as to be provided on the Base Bid Breakdown sheet
Is the quantity one set of letters?
ANSWER: Provide quantity shown on Design Documents and provide unit price per Rider "C".

17 QUESTION Similarly, Types A3 3, 3 4, 3 5 & 3 7 are included in the summary of quantities, but are not included on the Base Bid breakdown sheet
ANSWER: Reference revised Rider C

18 QUESTION Type A3 1 has three distinctly different mounting conditions as shown on drawing G791 How do we determine how each sign mounts? It is not shown on the message schedule.
ANSWER: Reference Design Documents.

19 QUESTION Type A4 1 & 4 2 specifies "notched to suit" for the mounting plate The section drawing shows angled fins that must be "notched" around but the elevation shows only window mullions Is it the mullions that we should fit to?
ANSWER: Yes.

20 QUESTION. Type A4 6 & 4 7 Is this work in the glazier's scope?
ANSWER: Signage type A4.6 and A4.7 not part of signage scope.

21 QUESTION Type B 3 - No width is given Should we use the scaled dimension as an average?
ANSWER: Yes, the scaled dimension can be used for bidding purposes.

22 QUESTION Type G1 1, 2 & 3 These are not listed in any of the packages, A, B or C
ANSWER: Reference rider A, item C.13 and Rider C

23 QUESTION Package C What is anticipated in Misc ? And, for a T C O should we include temporaries for all code required signs? And, in what form? Paper or paper laminated to foam core?
ANSWER: Reference Rider A, item B.28

24 QUESTION Rider A, Section B - Scope of Work, Paragraph 8a: MTL07 panels are referred to as if they were a sign type We understand that MTL07 is simply a metal finish, specifically, satin stainless steel of alloy #304 Is this paragraph relevant then to the brackets behind the stone panels, such as Type A2 2 & 2 3?
ANSWER: Reference Rider A, item B.8

25 QUESTION Rider A, section B - Scope of Work 1a states that elevator transom panels for four floors will be supplied by the Elevator Contractor for us to water jet cut and return to Elevator Contractor for installation
ANSWER: Reference Rider A, item B.8.a & b

25 QUESTION Section C -Work Not In Contract, item #6 states that ALL elevator transom panels will be furnished by Elevator Contractor for us to water jet cut and return to Elevator Contractor for installation Please clarify
ANSWER: Reference Rider A, item B.8.a & b and Bulletin # 87

26 QUESTION When will signage be awarded?
ANSWER: Signage contract will be awarded in the 1st Quarter of 2010.

27 QUESTION What is the completion date of the project, or, when will the signage need to be in place?
ANSWER: Reference Rider A, item E.4

28 QUESTION Will we need to secure a bid bond?
ANSWER: No.

29 QUESTION Will you require a payment and/or performance bond?
ANSWER: Reference Rider "C" Alternate No. 1.

30 QUESTION Shall we include taxes in our proposal? If so, at what rate?
ANSWER: Reference Rider "I".

31 QUESTION Will we need to obtain permits? Has the signage been approved?
ANSWER: Signage contractor is responsible for obtaining all necessary permits. Shop drawings need to be submitted for approval.

32 QUESTION Will we need OCIP, CCIP or ROCIP insurance?
ANSWER: Reference Rider DX and Rider C, alternate # 2

33 QUESTION Do we need to list any subs at bid time?
ANSWER: Not at bid time.

34 QUESTION Does the on-site Project Manager need to be an employee of the Sign Contractor, or can it be a supervisor under the employment of the subcontractor?
ANSWER: Reference Rider A, item A.13

35 QUESTION Can they be a working supervisor, must they be non-working?
ANSWER: Reference Rider A

36 QUESTION Any special working conditions or times or traffic control issues? Any details would be helpful.
ANSWER: Reference Rider A, S, and Q

37 QUESTION: Do we need to include MBE/WBE participation? If so, in what percentage?
ANSWER: Reference General Form of Agreement, page 6

38 QUESTION Who else is bidding signage?
ANSWER: This cannot be disclosed

39 QUESTION What is the estimated budget for this project?
ANSWER: This cannot be disclosed

40 QUESTION Who is the graphic Designer?
ANSWER: Reference Design Documents Legend

41 QUESTION Regarding distraction marker, the quantity give is 6 Can you tell us if that is 6 times the lineal footage shown on drawing G714
ANSWER: Reference drawings G701, G02, G703, G704 & G714. Assume 6th location similar to G714.

42 QUESTION: We were advise that sign types S1 1 and S1 4, as shown on drawing G-762, do not conform to NYC code (Chapter 10 Means of Egress, Page 235, section 1019 1 7 Stairway Floor Number and Identification signs, Page 246-247, section 1026 4 1 and 1026 4 2 Re-entry information, and ADA guide lines which need to be adhered to) Please advise
ANSWER SOM Response: The re-entry floors are as follows: 4, 21, 25, 29, 33, 37, 41, 45, 49, 53, 57, 61, 65, 69, 73, 77, 81, 85, 89, 93, 102 and 104.
ANSWER: DVS Response: An updated G-762 will be in the upcoming Bulletin, showing sign types S.1, S.3 and S.4 with braille. A new sheet will also be added, G-763, which will include a supplemental sign panel for S.1, S.3 and S.4 containing re-entry messaging. The message schedule will be updated accordingly.

43 QUESTION Sign type H1 1 in drawing G-741 shows two separate mounting conditions The message schedule does not differentiate between condition 1 and 2 Provide the total quantity for condition 1 and condition 2
ANSWER: DVS Response: Please estimate unit pricing for each sign. For H1.1 signs, only the signs on B2 level are required to have mounting condition 2. The total quantity is 3: positions H1/LB2-020, H1/LB2-021, and H1/LB2-114. All other H1.1 signs in the project will have mounting condition 1.

44 QUESTION Sign type A1 2 and A1 3 above the glass canopy calls for the use of an adhesive to support the fabricated letters Please specify the adhesive type
ANSWER: DVS Response: The recommended adhesives are double sided VHB Tape and Construction-Grade Silicone but may be substituted by the Fabricator for an equivalent or stronger-bonding product, provided the proposed product is approved by Structural Engineer.

45 QUESTION Sign type A1 2 and A1 3 above the glass canopy calls for the use of an adhesive to support the fabricated letters Please advise if the design documents can be modify to reflect a mechanical fastener to support the fabricated letters (coordinating holes on the canopy glass)
ANSWER: DVS Response: Coordination and/or providing holes in the glazing panels on the glass canopy is not permitted by the architect, please estimate using adhesive.

46 QUESTION Sign type E1 1, E2 1, & H1 2 call for a 5/8" h X 1/32" T waterjet cut letters and numericals, painted white, chemically adhered to SS panel Can the contractor use white applique lettering for these signs? Alos, please confirm that the braille balls are to be painted white where these would typically be SS Please advise
ANSWER: DVS Response: Please use stainless steel for the tactile letters as specified in the construction documents. The braille balls can remain stainless steel.

47 QUESTION Sign Types A3 2 and B1 1 are specified to receive a vertical # 6 brushed finish Shouldn't these signs match the MTL04 and MTL07 finishes specified throughout the signage package?
ANSWER: DVS Response: Yes, please match MTL 04 and MTL 07 for these signs.

48 QUESTION Sign type E2 1 is shown on drawing G732 but not listed in Section 10410 - Sign Codes Is this sign required? If so, please indicate the total quantity
ANSWER: DVS Response: This sign type has been removed from the package.

49 QUESTION. Sign type A1 4 is shown on drawing G704 but not listed in Section 10410 - Sign Codes Is this sign required? If so, please indicate the total quantity
ANSWER: DVS Response: This sign type has been removed from the package.

50 QUESTION. Sign type A1 5 is listed in Section 10410 - Sign Codes but drawing G-705 was not provided Is this sign required? If so, please indicate the total quantity
ANSWER: DVS Response: This sign type has been removed from the package.

51 QUESTION: Sign type A4 7 is listed in Section 10410 - Sign Codes but drawing G-716 was not provided. Is this sign required? If so, please indicate the total quantity
ANSWER: DVS Response: This sign type was added in Bulletin 43 and is required. There are 4 of these in the package.

INITIAL HERE AK

SOM

Architect's Supplemental Instruction No. 071 R2

PROJECT	WORLD TRADE CENTER TOWER ONE New York, New York	DATE:	Re-Issued November 17, 2009 Re-Issued September 25, 2009 October 22, 2008
OWNER	Port Authority of NY and NJ 115 Broadway New York, NY 10005	CONSTRUCTION MANAGER	Tishman Construction Corp 666 Fifth Avenue New York, NY 10103

This Architect's Supplemental Instruction is issued to provide additional information to the Contract Documents All work required by these supplemental instructions shall comply with the applicable provisions of the Contract Documents unless otherwise specified Proceed with work described in this ASI without change in the Contract Sum or Contract Time If Contractor considers work described in this ASI to require adjustment in Contract Sum or Contract Time, advise the Owner immediately in writing prior to proceeding with work

DISTRIBUTION:

E del Valle – STV
F Ponce- PA
CF 205221

M Ruffini - Tishman

D Bilodeau – Pentagram
P Prochner – JB&B
A Haddad – JB&B

GENERAL DESCRIPTION.

ASI No 71 R2 is being issued to further coordinate with the touch screen's to be provided as part of the destination dispatch at the B2, ground and 64th floor

Scope as defined in ASI No 71R1 still applies. For clarity a complete set of drawings has been issued as part of ASI No 71 R2.

ASI No 71R1 is being issued to document the following items as we understand to be provided by the elevator contractor in coordination with the signage contractor

- Font size for sign at the typical service elevator jamb has been modified in order to include (3) digit floors
- Sign for elevator jamb plate at the B2 level, Ground and 64th floor have been modified to include the car designation along with the floor on a single plate
- Car designation sign has been provided for the elevator jamb plate at the typical tenant floors
- Floor indication has been provided for the destination dispatch faceplates at the B2 level, Ground and 64th floor
- Floor indication has been provided for the destination dispatch faceplates at the typical office tenant floor
- Destination dispatch faceplate with combined egress map for the B2 level and 64th floor

All modifications made to this document have been indicated in bold face Previously issued sketches still apply and are being re-issued only for clarity

INITIAL HERE AK

Copyright © Skidmore, Owings & Merrill, LLP2005

SOM

ASI No 71 is being issued to provide the specifics for the elevator jamb floor identification sign This ASI is being issued as a follow up to the review of shop drawing submission 14000-025 0

DRAWINGS & ATTACHMENTS Refer to Description of Change Below for

Revision Reason FC-Field Condition, OD-Owner Direction, DTC-Design Team Coordination, PA – PA Review Comments)

Attachment	Drawing Title	Revision Date	Revision Reason
~~11x17~~	~~Elevator Jamb Floor Id~~	~~10-16-2008~~	~~DTC~~
~~11x17~~	~~Elevator Jamb Floor Id, Typical Elevation~~	~~10-16-2008~~	~~DTC~~
~~11x17~~	~~Typical Elevator Jamb P1~~	~~11-17-2009~~	~~DTC~~
11x17	Elevator Jamb Plate with Car Designation Typical Fabrication Details P2	11-17-2009	DTC
11x17	Elevator Jamb Plate with Car Designation Level Matrix P3	11-17-2009	DTC
11x17	Elevator Jamb Plate and Car Designation Typical Tenant Level P4	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank A Floor Range Engraving P5	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank B Floor Range Engraving P6	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank C Floor Range Engraving P7	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank D Floor Range Engraving P8	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank E Floor Range Engraving P9	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank F Floor Range Engraving P10	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank G Floor Range Engraving P15	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank H Floor Range Engraving P11	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank I Floor Range Engraving P12	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Ground Floor Bank J Floor Range Engraving P16	11-17-2009	DTC

Copyright © Skidmore, Owings & Merrill, LLP2005

11x17	Destination Dispatch Faceplate Ground Floor Bank K and L Floor Range Engraving P13	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2 Bank K and L Floor Range Engraving P14	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank A Floor Range Engraving P17	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank B Floor Range Engraving P18	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank C Floor Range Engraving P19	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank D Floor Range Engraving P20	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank E Floor Range Engraving P21	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank F Floor Range Engraving P22	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank H Floor Range Engraving P23	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Tenant Floor Bank I Floor Range Engraving P24	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level 64 Bank G Floor Range Engraving with Egress Map P25	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level 64 Bank G Floor Range Engraving P26	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level 64 Bank H Floor Range Engraving with Egress Map P27	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level 64 Bank I Floor Range Engraving with Egress Map P28	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2 Bank A Floor Range Engraving with Egress Map P29	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2 Bank B Floor Range Engraving with Egress Map P30	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2	11-17-2009	DTC

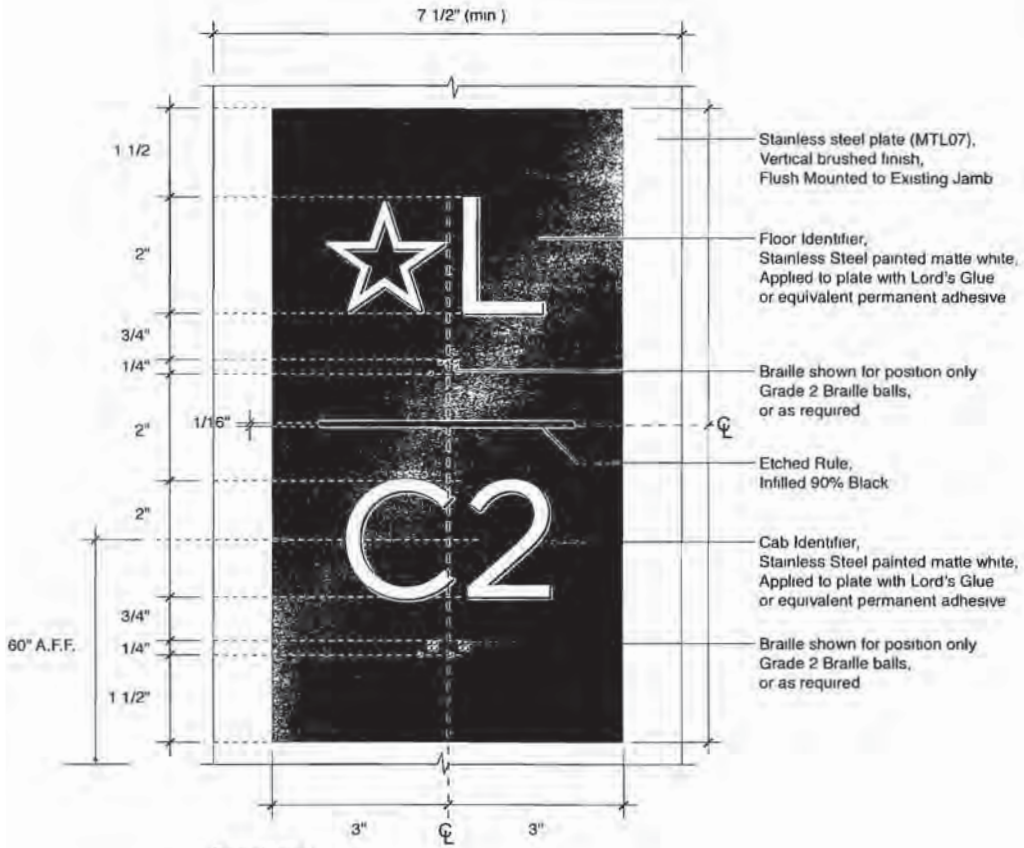
Copyright © Skidmore, Owings & Merrill, LLP2005

	Bank B Floor Range Engraving P31		
11x17	Destination Dispatch Faceplate Level B2 Bank J Floor Range Engraving with Egress Map P32	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2 Bank J Floor Range Engraving P33	11-17-2009	DTC
11x17	Destination Dispatch Faceplate Level B2 Bank A Floor Range Engraving with Egress Map P34	11-17-2009	DTC

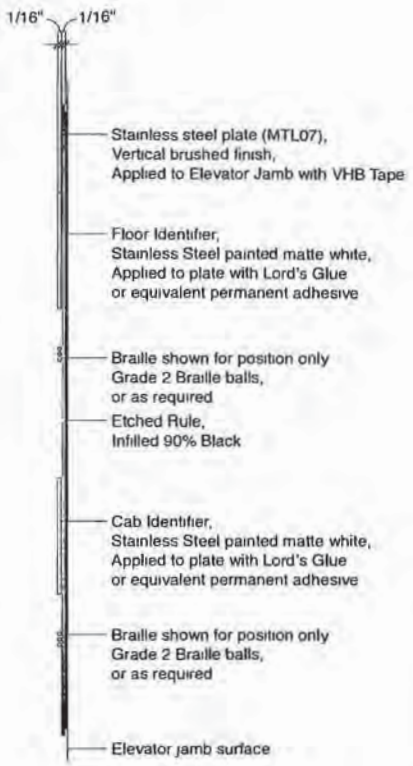
END OF ARCHITECT'S SUPPLEMENTAL INSTRUCTION

INITIAL HERE AK

Copyright © Skidmore, Owings & Merrill, LLP2005



Ground Level



Side View

Pentagram
204 Fifth Avenue, New York, NY 10010
Telephone 212 683 7000
Fax 212 532 0181

Copyright of this design and this drawing is the property of Pentagram Design. Reproduction in whole or in part is forbidden without written sanction of Pentagram Design Inc.

Do not scale. Use given dimensions.

17 November 2009

Skidmore, Owings and Merrill
ONE WTC

Elevator Jamb Plate with Car Designation
Typical Fabrication Details

Scale 1 2

ASI 71 R2
P2

Ground Level

Required on both jambs for the following elevators.
A1-A5 (10 total)
B1-B5 (10 total)
C1-C5 (10 total)
D1-D5 (10 total)
E1-E5 (10 total)
F1-F5 (10 total)
G1-G10 (20 total)
J1-J5 (10 total)
K1-K2 (4 total)
L1-L2 (4 total)

Level 64

Required on both jambs for the following elevators
H1-H7 (14 total)
I1-I7 (14 total)
G1-G10 (20 total)

B2 Level

Required on both jambs for the following elevators:
A1-A5 (10 total)
B1-B5 (10 total)
J1-J5 (10 total)
K1-K2 (4 total)
L1-L2 (4 total)

Pentagram
204 Fifth Avenue, New York, NY 10010
Telephone 212 683 7000
Fax 212 532 0181

Copyright of this design and this drawing is the property of Pentagram Design. Reproduction in whole or in part is forbidden without written sanction of Pentagram Design Inc.

Do not scale. Use given dimensions.

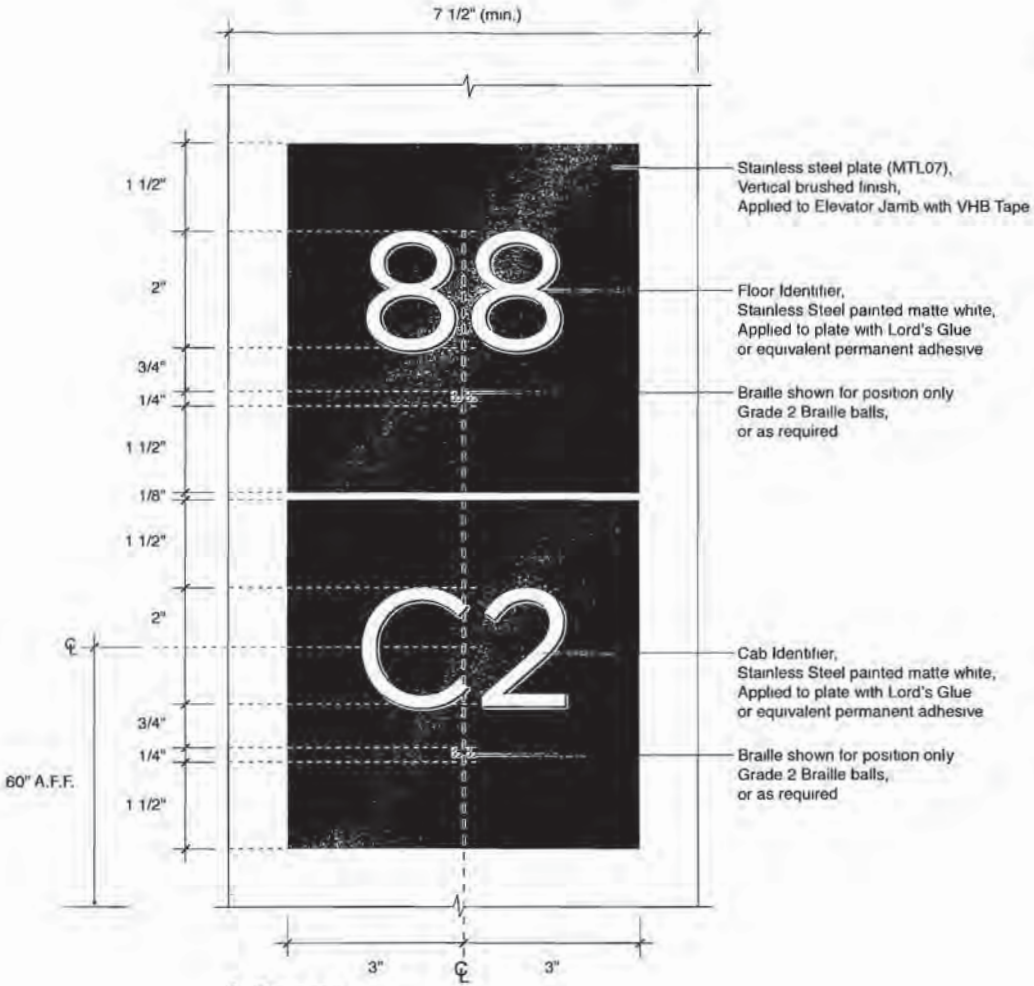
17 November 2009

Skidmore, Owings and Merrill
ONE WTC

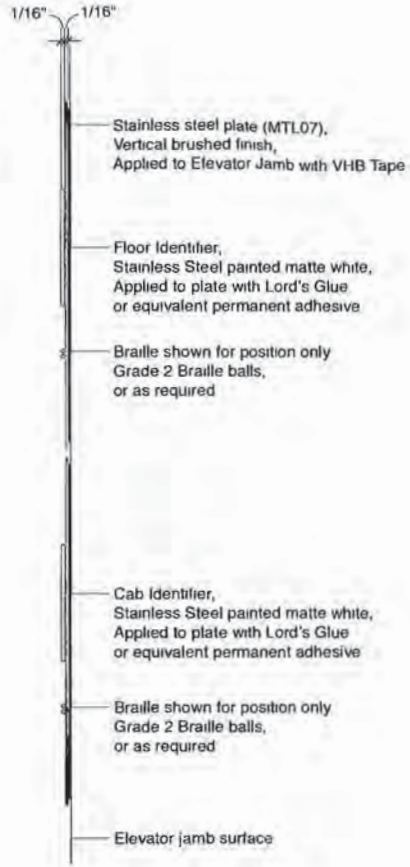
Elevator Jamb Plate with Car Designation
Level Matrix

Scale 1 2

ASI 71 R2
P3



Car Designation



Side View

Pentagram
204 Fifth Avenue, New York, NY 10010
Telephone 212 683.7000
Fax 212 532 0181

Copyright of this design and this drawing is the property of Pentagram Design. Reproduction in whole or in part is forbidden without written sanction of Pentagram Design Inc.

Do not scale. Use given dimensions

17 November 2009

Skidmore, Owings and Merrill
ONE WTC

Elevator Jamb Plate and Car Designation
Typical Tenant Level

NTS

ASI 71 R2
P4