FOI #15888

Torres Rojas, Genara

From: fcanale@nouveauelevator.com
Sent: Wednesday, March 18, 2015 11:05 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: frank
Last Name: canale
Company: Nouveau Elevator Industries Inc.
Mailing Address 1: 47-55 37th St
Mailing Address 2:
City: Long Island City
State: NY
Zip Code: 11101
Email Address: fcanale@nouveauelevator.com
Phone: 7183494750
Required copies of the records: Yes

List of specific record(s):
I would like to request a copy of the current contract for the ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK CONTRACT 46000007588.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 31, 2015

Mr. Frank Canale
Nouveau Elevator Industries Inc.
47-55 37th Street
Long Island City, NY 11101

Re: Freedom of Information Reference No. 15888

Dear Mr. Canale:

This is in response to your March 18, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of the current contract for the elevator and escalator maintenance repair services at PATH facilities, stations and shops in New Jersey and New York Contract No. 46000007588.

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/15888-C.pdf. Paper copies of the available records are available upon request.

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

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Enclosure

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

Schindler Elevator Corporation

Schindler

Stewart M. Gisser
Associate General Counsel
Stewart.Gisser@us.schindler.com
973-397-6585

December 12, 2008

The Port Authority of New York and New Jersey
One Madison Avenue, 7th Floor
Purchasing Services Division
New York, New York 10010
ATTN: Ms. Maryellen Bennett

VIA UPS

Re: **Guarantee Documents Related To Schindler Elevator Corporation Collective Bid No. 16092 for Elevator and Escalator Maintenance Repair Services at PATH Facilities, Stations and Shops in New Jersey and New York**

Dear Ms. Bennett:

Enclosed are the Schindler Enterprises, Inc. Guarantee and Acknowledgment, Opinion on Corporate Guarantee, and Certificate regarding the above referenced project. The format is virtually identical to that provided and accepted by the Port Authority for the JFK and Laguardia jobs.

Thank you for your assistance and cooperation.

Very truly yours,

Stewart Gisser

Associate General Counsel

Enc.

20 Whippany Road
P.O. Box 1935
Morristown, NJ 07962-1935

Tel: (973) 397-6500
Fax: (973) 397-6485
www.us.schindler.com

MD0010

Bennett, Maryellen A.

From: Stickelman, Timothy
Sent: Tuesday, December 23, 2008 7:54 AM
To: Bennett, Maryellen A.
Cc: Carey, Sean; Ferraro, Dorothy; Garzon, Angela; Mullaney, Elizabeth; Ramirez, Lourdes
Subject: RE: Schindler PG.pdf - Adobe Reader

Maryellen: It is acceptable. Will someone send it to the OSEC for the official files of the PANYNJ?

Tim

Timothy G. Stickelman
Assistant General Counsel
Law Department
The Port Authority of New York and New Jersey
225 Park Avenue South, 14th Floor
New York, New York 10003
(212) 435-3425

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

To ensure compliance with Treasury Department regulations, please be advised that, unless otherwise expressly indicated, any federal tax advice contained in this message (together with any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters.

This e-mail (along with any attachments) is intended only for the use of the named addressee(s) and may contain legally privileged and/or confidential information; please notify me immediately if you received this e-mail in error. Any unauthorized use, dissemination, distribution or copying of this e-mail (and any attachments) is strictly prohibited.

From: Bennett, Maryellen A.
Sent: Monday, December 22, 2008 3:10 PM
To: Stickelman, Timothy
Subject: Schindler PG.pdf - Adobe Reader

<< File: Schindler PG.pdf >> Tim, you reviewed the Parental Guarantee I sent to Schindler (PATH Elev, $8 million, signed PMJ). They have signed it and returned it. Pls review and tell me if it is acceptable.

GUARANTEE AGREEMENT

In order to induce THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY to accept the proposal submitted by Schindler Elevator Corporation, on the Contract "Elevator and Escalator Maintenance Repair Services at PATH Facilities, Stations and Shops in New Jersey and New York," Collective Bid # 16092, the undersigned, Schindler Enterprises, Inc, which has a material financial interest in the aforementioned corporation submitting said bid, warrants, undertakes and guarantees that Schindler Elevator Corporation shall well and faithfully do and perform the things agreed by it to be done and performed according to the true terms and true intent and meaning of said Contract, including the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract.

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

This undertaking and guarantee shall be in no way impaired or affected by any extensions of time, modification, amendment, omission, addition or change in or to the said Contract or the services to be performed thereunder, or by any payment thereunder before the time required therein, any waiver of any provision or condition thereof (whether precedent or subsequent) or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any services to be performed, or any moneys due or to become due thereunder; and Schindler Enterprises, Inc. does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and does hereby expressly stipulate and agree that any and all things done and omitted

to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to Schindler Enterprises, Inc., as though done by or in relation to Schindler Elevator Corporation.

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

IN WITNESS WHEREOF, the aforementioned guaranteeing corporation, Schindler Enterprises, Inc. has caused its corporate seal to be affixed hereto and this instrument to be executed by its duly authorized officer this 11th day of December, 2008.

By: _____
Jakob Zueger
President, Schindler Enterprises, Inc

ACKNOWLEDGMENT

State of New Jersey

ss.):

County of Morris

On this 11th day of December, 2008, before me personally came and appeared Jakob Zueger, to me known, who, being by me duly sworn, did depose and say that he is the President of Schindler Enterprises, Inc., the corporation described in and which executed the foregoing instrument; and that he executed the same for the purposes therein contained.

In Witness hereof, I hereunto set my hand and official seal.

_____
Notary Public

ELIZABETH DUNN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
OCTOBER 17, 2012

Schindler Enterprises, Inc.

1105 North Market Street, Suite 1300
P.O. Box 8985
Wilmington, DE 19899-8985

Schindler

OPINION ON CORPORATE GUARANTEE

December 11, 2008

The Port Authority of N.Y. and N.J.
One Madison Avenue, 7th Floor
Purchasing Services Division
New York, New York 10010

RE: Collective Bid No. 16092 for Elevator and Escalator Maintenance Repair Services at PATH Facilities, Stations and Shops in New Jersey and New York

Gentlemen:

In connection with your consideration of the bid submitted on the above Contract by Schindler Elevator Corporation, my client Schindler Enterprises, Inc. has requested that I give you my opinion, to be relied upon you, as to the validity and enforceability of the contract of guarantee submitted with said proposal which would support the contractor's obligations under the contract.

The contract of guarantee is valid and enforceable under the law of the State or States applicable thereto and is in accordance with the charter, by-laws and resolutions of the guaranteeing corporations, and the execution thereof is valid and proper and meets with all the requirements of said law and said corporations' charter, by-laws and resolutions.

Very truly yours,

By _____
John S. M. Karnash
Vice President and General Counsel
Schindler Enterprises, Inc.

M00011

Certificate of President

I, Jakob Zueger, President of Schindler Enterprises, Inc., a corporation organized and existing under the laws of the State of Delaware, do hereby certify as follows:

1. Pursuant to the charter, bylaws and resolutions as applicable, of Schindler Enterprises, Inc., ("Corporation"), the President of this Corporation be and is authorized to make, execute and deliver on behalf and in the name of this Corporation a contract of guaranty, guaranteeing the obligations of Schindler Elevator Corporation on the Contract "Elevator and Escalator Maintenance Repair Services at PATH Facilities, Stations and Shops in New Jersey and New York," under Collective RFP #16092;

2. The officers of this Corporation and each of them are authorized to take such steps, execute such documents and perform such other acts and things as may be necessary and convenient for the purpose of effecting such contract of guaranty, and further;

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

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal this 11th day of December, 2008.

(Corporate Seal)

President
Schindler Enterprises, Inc.

THE PORT AUTHORITY OF NY & NJ

VIA MAIL AND FAX TO 973-397-3710

April 9, 2010

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID # 16092; CONTRACT # 4600007588; PURCHASE ORDER # 4500059722; SECOND YEAR CPI ADJUSTMENT

Dear Mr. Novella:

The prices in effect for the second Contract year will be adjusted in accordance with Part III, page 4, paragraph 4, entitled "Price Adjustment", which is minus (-1.3674%), the change in Consumer Price Index (CPI) between September 2008 and September 2009 and shall constitute the charges in effect for the second Contract year. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it will be done accordingly and Contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the contract, or as the exercise by the Port Authority of any extension rights hereunder.

Your facility contact is Mr. Ken Bransky who can be reached on 201-216-6212. If you should have any questions regarding this transaction please contact Mr. Richard Grehl at 212-435-3941.

Very truly yours,

Larry Waxman
Manager
Technology & Operational Procurement Services Division
Procurement Department

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA MAIL AND FAX TO 973-397-3710

March 24, 2011

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID # 16092; CONTRACT # 4600007588; PURCHASE ORDER # 4500059722; THIRD YEAR CPI ADJUSTMENT

Dear Mr. Novella:

The prices in effect for the second Contract year will be adjusted in accordance with Part III, page 4, paragraph 4, entitled "Price Adjustment", which is plus 1.3455%, the change in Consumer Price Index (CPI) between September 2009 and September 2010 and shall constitute the charges in effect for the third Contract year effective February 1, 2011. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it will be done accordingly and Contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the contract, or as the exercise by the Port Authority of any extension rights hereunder.

Your facility contact is Mr. Ken Bransky who can be reached on 201-216-6212. If you should have any questions regarding this transaction please contact Mr. Richard Grehl at 212-435-3941.

Very truly yours,

Lillian D. Valenti

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA REGULAR MAIL and FAX 973-397-3710

January 24, 2014

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES AT PORT AUTHORITY TRANS HUDDSON (PATH) FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID #16092; CONTRACT #4600007588; PURCHASE ORDER #4500059722; CPI ADJUSTMENT TO THIRD YEAR OF THREE-YEAR OPTION PERIOD

Dear Mr. Novella;

As agreed via email dated January 24, 2014 to Ms. Emily Baxter of my staff, the following changes are made to Part III – Contract Specific Terms and Conditions, section 4, entitled "Price Adjustment", paragraph seven. The paragraph shall be deleted in its entirety and replaced with:

"For the third year of the Option Period, (also known as the sixth year of the Contract) the Price Index, as defined in paragraph (a), shall be determined for the months of September 2012 and September 2013. The unit prices and other charges in effect for the fifth year of the Contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2013 and the denominator of which shall be the Price Index for September 2012. The resulting product shall be the unit prices and other charges payable during the third option year of the Contract."

The unit prices and other charges payable during the fifth year of the contract shall be adjusted by +0.8838% utilizing the Consumer Price Index (CPI). The resulting products shall be the unit prices and other charges payable in the third option year of the Contract, effective February 1, 2014 through January 31, 2015. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it will be done accordingly and Contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights hereunder.

For proper invoicing, payment and correspondence purposes, please continue to reference Purchase Order #4500059722.

Your facility contact is Mr. Ken Bransky who can be reached at 201-216-6212. If you should have any questions regarding this transaction, please contact Ms. Emily Baxter at 201-395-3421.

Sincerely,

Lillian D. Valenti
Director
Procurement Department

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

VIA MAIL AND FAX TO 973-397-3710

December 14, 2014

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID # 16092; CONTRACT # 4600007588; PURCHASE ORDER # 4500059722; 120 DAY EXTENSION

Dear Mr. Novella:

In accordance with Part III – Contract Specific Terms and Conditions, section 2 entitled "Duration", paragraph c, the Port Authority of NY & NJ hereby extends the above referenced Contract for 120 days effective February 1, 2015 through May 31, 2015. The prices in effect for this 120-day extension will be those in effect for the previous Contract period without adjustment. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

If not done so already, please submit an updated Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12th Floor, New York, NY 10003. This Certificate must also be annotated with "CITS 3229N".

Your facility contact is Mr. Ken Bransky who can be reached on 201-216-6212. If you should have any questions regarding this transaction please contact Mr. Richard Grehl of my staff at 201-395-3441.

Very truly yours,

Lillian D. Valenti
Chief Procurement Officer
Procurement Department

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA REGULAR MAIL and FAX 973-397-3710

May 1, 2013

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES AT PORT AUTHORITY TRANS HUDSON (PATH) FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID #16092: CONTRACT #4600007588: PURCHASE ORDER #4500059722: CPI ADJUSTMENT TO SECOND YEAR OF THREE-YEAR OPTION PERIOD

Dear Mr. Novella;

In accordance with Part III – Contract Specific Terms and Conditions, paragraph 4, entitled "Price Adjustment", the unit prices and other charges payable during the fourth year of the contract shall be adjusted by +1.5480% utilizing the Consumer Price Index (CPI). The resulting products shall be the unit prices and other charges payable in the second option year of the Contract, effective February 1, 2013 through January 31, 2014. All other terms and conditions shall remain unchanged and in full force and effect.

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it shall be made accordingly and Contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights thereunder.

For proper invoicing, payment and correspondence purposes, please continue to reference Purchase Order #4500059722.

Your facility contact is Mr. Ken Bransky who can be reached at 201-216-6212. If you have any questions concerning this extension, please contact Ms. Emily Baxter at 201-395-3421.

Sincerely,

Lillian Valenti, Director
Procurement Department

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA REGULAR MAIL and FAX 973-397-3710

December 5, 2011

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES AT PORT AUTHORITY TRANS HUDSON (PATH) FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; *BID #16092*: CONTRACT #4600007588: PURCHASE ORDER #4500059722: EXERCISE THREE-YEAR OPTION PERIOD

Dear Mr. Novella;

In accordance with Part III- Contract Specific Terms and Conditions, paragraph 2 entitled "Duration" the Port Authority of New York and New Jersey (the Port Authority) hereby exercises its right to extend the above referenced Contract for the three (3) year option period, effective February 1, 2012 through January 31, 2015.

In addition, in accordance with Part III – Contract Specific Terms and Conditions, paragraph 4, entitled "Price Adjustment", the unit prices and other charges payable during the third year of the contract shall be adjusted by +4.8717% utilizing the Consumer Price Index (CPI). The resulting products shall be the unit prices and other charges payable in the first option year of the Contract, effective February 1, 2012 through January 31, 2013. All other terms and conditions shall remain unchanged and in full force and effect.

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it shall be made accordingly and Contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights thereunder.

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

THE PORT AUTHORITY OF NY & NJ

Please ensure that an updated Certificate of Insurance is on file with the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12th Floor, New York, NY, 10003. Reference the insurance tracking number CIT #3229N and Contract #4600007588 on the certificate.

For proper invoicing, payment and correspondence purposes, please continue to reference Purchase Order #4500059722.

Your facility contact is Mr. Ken Bransky who can be reached at 201-216-6212. If you have any questions concerning this extension, please contact Ms. Emily Baxter at 201-395-3421.

Sincerely,

Lillian Valenti, Director
Procurement Department

THE PORT AUTHORITY OF NY & NJ

Via Fax 973-397-3710

January 6, 2008

Mr. Chris Novella
Schindler Elevator Corporation
20 Whippany Road, Suite 225
Morristown, NJ 07960

RE: ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS, AND SHOPS IN NEW JERSEY AND NEW YORK; BID # 16092; CONTRACT #4600007588; PURCHASE ORDER #4500059722

Dear Mr. Novella:

Your bid, including Addenda 1, 2 and 3, and the Corporate Guarantee addressing the subject contract is hereby accepted. The term of this contract shall be for a three-year period effective February 1, 2009 through January 31, 2012 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price is $6,878,958.

The Port Authority on behalf of PATH obtained authorization in the amount of $6,878,958 and not the total revised bid price of $7,673,706 as the total line item bid price based on quantities exhibited in the document exceeded the allowable budget available to this multi-year contract. Jim Iannaccone's letter to Larry Waxman, dated November 19, 2008, concurred that all unit prices are firm regardless of quantity consumed, unless adjusted as in accordance with the contract terms and conditions.

Prior to the commencement of work, please submit to the Port Authority your insurance certificates as required per the contract, Part III, Paragraph 6, entitled "Insurance". Please send your certificate to: General Manager, Risk Financing, 225 Park Avenue South, 12th floor, New York, New York 10003. Please reference CITS #3229N on your certificate.

Your PATH contact is Dave Bobbitt. His telephone number is 201-216-6511. If you have any questions concerning the award of this contract, please contact Maryellen Bennett at (212) 435-3915.

One Madison Avenue, 7th fl
New York, NY 10010
T: 212 435 7000

For invoicing and correspondence purposes, use Purchase Order Number 4500059722.

Very truly yours,

Larry Waxman
Manager, Technology and Operational Procurement
Services Division

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: - ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK

BID NO: 16092

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

BID DUE DATE: August 21, 2008 **TIME: 11:00 AM**

BUYER NAME: Maryellen Bennett

PHONE NO.: (212) 435-3915
FAX#: (212) 435-3959
mbennett@panynj.gov

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

Schindler Elevator Corp
(NAME OF BIDDING ENTITY)

20 Whippany Rd Suite 225
(ADDRESS)

Morristown, NJ 07960
(CITY, STATE AND ZIP CODE)

Chris Novella 973-397-3604
(REPRESENTATIVE TO CONTACT-NAME & TITLE) **(TELEPHONE)**

973-397-3710
(FEDERAL TAX I.D. NO.) **(FAX NO.)**

✓ **BUSINESS CORPORATION** _____ **PARTNERSHIP** _____ **INDIVIDUAL**

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

ADDENDUM # 1
August 6, 2008

To prospective Proposers on Request for Quotation Number 16092 for ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT ALL PATH FACILITY STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK which is due back no later than 11:00AM on August 21, 2008.

The following change is made to the bid document:

In Part V, page 43 in the bid document is missing. Attached you will find page 43.

In Part V, Page 7 item #4 "Staffing Levels"

Currently Reads:

One (1) Mechanic	Monday – Friday	6:00 AM to 2:00 PM
One (1) Lead Mechanic	Monday – Friday	8:00 AM to 4:00 PM
One (1) Helper	Monday – Friday	8:00 AM to 4:00 PM
One (1) Mechanic	Monday – Friday	4:00 PM to 12:00 AM
One (1) Clerk	Monday – Friday	8:00 AM to 12:00 PM

Should Read:

One (1) Mechanic	Monday - Friday	4:00 AM to 12:00 PM
One (1) Lead Mechanic	Monday - Friday	6:00 AM to 2:00 PM
One (1) Mechanic	Monday - Friday	8:00 AM to 4:00 PM
One (1) Mechanic	Monday - Friday	11:00 AM to 7:00 PM
One (1) Clerk	Monday - Friday	8:00AM to 12:00PM

In Part V, Page 9, item #6 Parts Exclusion, A. Elevators B. Escalators

Currently Reads:

A. Elevators: Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch.

B. Escalators: Balustrade panels (not including skirt panels), decking repairs and replacement if the repair and /or replacement is due to vandalism.

Should Read:

A. Elevators: Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, elevator car and door frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch, hydraulic cylinders and underground hydraulic piping.

B. Escalators: Repairs and replacement of balustrade panels and decking (skirt panels are not considered balustrade panels and are covered under the Contract).

The following information is made available to Bidders:

Question 1: Is there a labor organization claiming jurisdiction over the work required by this Contract and how does it affect prevailing wage?

Answer 1: Yes, The following organization has claimed jurisdiction: Local No 1 International Union of Elevator Constructors, 47-24 27th Street, Long Island City, NY 11101, 718-767-7004, www.iuec1.org. For purposes of this Contract, it has been determined that the prevailing rates of wage and supplements for the positions of craft persons, "mechanic," "journeyman mechanic," "lead mechanic" and "helper", are those established by Local 1, International Union of Elevator Constructors. See attachment. It is the responsibility of the Contractor to extended those wages out until the end of the contract period and any option year in their pricing.

THE PORT AUTHORITY OF NY & NJ
JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDERS FIRM NAME: Schindler Elevator Corp.

INITIALED: _____

DATE: 8/21/08

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARYELLEN BENNETT WHO CAN BE REACHED AT 212-435-3915.

PROCUREMENT
2008 AUG 21 AM 11:36

damage to property. All inspections are for the benefit of PATH and not for the benefit of the Contractor.

EXTRA WORK ORDERS

Perform no Extra Work except pursuant to written order of the Director/General Manager, Deputy Director, Superintendent unmistakably indicating his intention to treat the Work described therein as Extra; the authority to order extra work is subject to the authorization limitations set forth in the clause hereof entitled "Extra Work"

In the absence of the required order signed by the Director/General Manager, Deputy Director or Superintendent, if the Superintendent shall direct, order or require any Work whether orally or in writing, which the Contractor deems to be Extra, the Contractor shall nevertheless comply therewith, but shall within twenty-four hours give written notice to the Superintendent stating why he deems it to be Extra.

1. Perform Extra Work Orders within twenty-four (24) hours of receipt of notice, unless an exception is made by the Superintendent.

2. Submit a daily work schedule for Extra Work within twenty-four (24) hours of receipt of notice and prior to the close of business on the preceding workday.

The Superintendent will review the work schedule and will approve or make changes as required.

24. Electronic Sign In-Out System

PATH employs an electronic hand-reading device for the purpose of exactly ascertaining the time PATH employees and certain contractors enter and exit the system at the beginning and end of a tour of duty. This system acts as a time keeping device and as a security measure. All of Contractor's employees will be given a system generated number and at a required time and place determined by PATH will be required to register an initial hand imprint into the system and thereafter follow the procedure at the beginning and end of each tour of duty.

25. Prevailing Wages

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to his or their workmen and laborers (who are employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Work is being performed as determined by the Superintendent.

AN AGREEMENT

by and between

LOCAL NO. 1
INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS

and

THYSSENKRUPP /
ELEVATOR CORPORATION

March 17, 2005 to March 16, 2009

Wage Rates
2005 - 2009

(See Pages 86-88)

LOCAL NO. 1
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

47-24 27th Street
Long Island City, NY 11101
(718) 767-7004

Table of Contents

Section I **Page Number**

Recognition Of The Union And Of The Company's Responsibility 1

Section II

General Conditions Applicable to All Types of Work and All Employees

(A) Employment Practices 4
(B) Maintenance of Elevators in Temporary Operation 10
(C) Membership Requirements 11
(D) Probationary Employees 12
(E) Joint Apprenticeship Committee 15
(F) Holidays 19
(G) Health Plan and Pension Plan 20
(H) Method of Payment 22
(I) Fraction of a Day 24
(J) Reporting Time 25
(K) Transportation and Travel Time 25
(L) Sub-Contractors 26
(M) Names – Communications – Rules 26
(N) Jurisdictional Disputes 27
(O) Loss of Clothing and Tools 28
(P) Laws 29
(Q) Tools 29
(R) Safety 29
(S) Shop Steward 30

Section III – Vacations 32

Section IV – Construction Work

(A) Definition of Construction Work 35
(B) Joint Industry Committee 36
(C) All Work Is To Be Paid For At Rates Herein After Established 39
(D) Work Day and Week 40
(E) Overtime 41
(F) Travel Expense 42
(G) Apprentices 42
(H) Hoisting 42
(I) Temporary Operation of Car For Other Trades 44
(J) Mechanic-In-Charge (Foreman) Of Job 45

Section IV (A) Systems, Modular and Industrial Services

(A) Systems Building 47
(B) The Work To Be Done By Elevator Constructors Is As Follows: 48
(C) Nothing In This Section Is Intended To Change The Practices Either Party Has Previously Enjoyed In Erection of Elevators In Conventional Type Buildings As Related To Section IV 49

Section V – New Construction And Modernization Work In Existing Buildings

(A) Definition 49
(B) All Work Is To Be Paid For At Rates Hereinafter Established 50
(C) Work Day & Week 50
(D) Overtime 51
(E) Travel Expense 52
(F) Apprentices 52
(G) Hoisting 52
(H) Temporary Operation Of Cars For Other Trades 54
(I) Mechanic-In-Charge (Foreman) Of Job 54
(J) Modernization Teams 56

Section VI – Service Work

(A) Definition Of Service Work 56
(B) Work Assignments 57
(C) All Work Is To Be Paid For At Rates Hereinafter Established 59
(D) Work Day & Week 59
(E) Overtime 60
(F) Emergency Callbacks 61
(G) Removal Of All Material 64
(H) Service Apprentices 65
(I) Uniforms 66
(J) Mechanic-In-Charge (Foreman) 66
(K) Special Contract Service – (Double Shift) 67
(L) Five Day Contract Service 68
(M) Newark, New Jersey 69

(N) Holidays 69
(O) Travel Expense 69

Section VII – Effective Date – Wage Rates Termination

(A) This Agreement Expires At 11:59pm, March 16, 2009 71
(B) The Straight Time Working Hours During The Term Of This Contract Are As Follows: 71
(C) The Straight Time Hourly Rates Of Pay* For All Employees Are Listed In Appendix "A" 71
(D) Annuity And 401(k) Plan 72
(E) Educational Fund 76
(F) Local No 1 Education And Training Fund 77

Section VIII – Arbitration 78

Section IX – Employee Grievances 83

Section X – Strikes And Lockouts 83

Section XI – Complete Agreement 84

Appendix "A" Wages 86
Appendix "B" Travel Expense 89
Appendix "C" Decisions Of The Joint Industry Committee 93

Appendix "D" Article IV –
Work Jurisdiction 102
Appendix "E" Letters of Understanding 109
Appendix "F" Substance Abuse Policy 134
Rights of Employees 140
Medical Review Officer 142

THIS AGREEMENT, made this 17th day of March 2005, between ThyssenKrupp Elevator Corporation, hereinafter called the Company, and the International Union of Elevator Constructors, Local One, of New York and New Jersey, hereinafter called the Union, a voluntary association of more than seven persons, acting through its President and his successor in office, witnessed: That, in consideration of the mutual promises hereinafter obtained, the parties hereto covenant and agree as follows:

SECTION 1
Recognition of the Union and of the Company's Responsibility

The Union claims and the Company acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Journeyman and Elevator Constructor Apprentices have authorized the Union to represent them in collective bargaining with the Company.

(A) The Company recognizes the Union as the exclusive Section 9(a) bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Apprentices (hereinafter sometimes referred to as Employees) in the employ of the Company, engaged in Construction, Modernization, Repair, Maintenance and Contractual Service work for the area within a radius of

Monmouth County, New Jersey, but including all of Long Island.

The Union recognizes that it is the responsibility of the Company in the interest of the purchaser, the Company and its Employees to maintain the highest degree of operating efficiency and to continually improve the design, tools, and methods of manufacturing and assembly of its equipment to obtain better quality, reliability and cost of its product. In light of the above, the Union specifically recognizes the Company's need to continuously upgrade the technologies it employs. This includes devices carried and used by its Employees to record data such as product performance or callback-related information, payroll information, to communicate with other Employees both in the field and in the office, to communicate with computers and computer-related devices, to record service data, and/or to obtain customer authorization or approval of work performed or to be performed. These devices may include cell phones or an evolution of cell phone technology, beepers or an evolution of beeper technology, or portable computers or an evolution of portable computers, video technology or an evolution of video technology and Company vehicle. All such devices shall not contain any type of tracking devices and shall be used only in the Maintenance, Repair, Modernization and Construction of elevators. All such devices shall be supplied to its Employees by the Company. However, the above stated responsibility and objectives are not intended to affect the work jurisdiction

provisions set forth in Sections IV, IVA, V and VI of this Agreement, Paragraph 2 (except 2[a]), Paragraph 3 and Paragraph 9 of Article IV of the Standard Agreement, Joint Industry Committee decisions.

The Union and its members recognize each member's/Employee's individual accountability for each and every action undertaken by such Employee on behalf of the Company. The Company will protect each and every Employee acting on its behalf by indemnifying them against any claim by any third party based upon lawful action(s) taken by Employees on behalf of the Company in accordance with the direction(s) of the Employee's supervisor or manager, provided that the Employee cooperates fully with the Company in defense of such claim.

Each Employee understands his/her obligation to comply with customer requirements. These requirements include issues such as building/facility security, cooperation with building personnel, and any other special requirements.

In addition, each Employee understands his/her responsibility to properly and safely plan all work, and execute such plans in conformance with the Company's safety practices and standard work processes. This paragraph is expressly subject to the Grievance and Arbitration provisions outlined in this collective bargaining agreement.

The Company understands that work is to be scheduled by supervision, and that supervision is responsible to ensure necessary tools, equipment and materials are available when requested by Employees

performed safely in accordance with the methods and processes as established by the Company and will be acknowledged to the extent completed by the Employee in whatever fashion prescribed by the Company. The Union will cooperate in ensuring each Employee of the Company understands his/her obligations under this provision of the collective bargaining agreement.

(B) ThyssenKrupp Elevator Corp. Recognition and Security

The Union recognizes ThyssenKrupp Elevator Corp. as the exclusive bargaining representative and Employer under this Agreement.

No modification, variation, or waiver, of any term or provision herein shall be valid unless agreed upon in writing by both the ThyssenKrupp Elevator Corp. and the Union.

SECTION II
General Conditions Applicable to All Types of Work and All Employees

(A) EMPLOYMENT PRACTICES

The Company and the Union mutually agree that they will comply and cooperate with all Federal, State and/or Local laws, codes, rules and ordinances prohibiting discrimination based on race, creed, color, sex, national origin, age, sexual orientation, marital status or disability. The Company and Union shall not

discriminate against any Employee or Applicant for employment because of race, creed, color, sex, national origin, or age sexual orientation, marital status or disability. All gender references in this agreement shall apply to male or female.

1. The Union shall establish, maintain and keep current an open employment list for the employment of workmen competent and physically fit to perform the duties required. Such list shall be established, maintained, and kept current on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, Rules, Regulations or Constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

2. Whenever desiring to employ workmen covered by this Agreement, the Company shall call the Union (except as noted in Paragraph 3) and the Union shall promptly refer to the Company, but in no event later than 72 hours exclusive of Saturdays and Sundays, workmen who are believed to be competent and physically fit to perform the duties needed by the Company. The Company shall have the right to reject for good cause any workman referred to it by the Union. The application of this provision shall be subject to arbitration under Section VIII of this Agreement. If the Union fails to refer qualified competent workmen within the specified period, the Company may obtain workmen from any available labor source

from other sources the number of employees set forth in the table that is applicable:

Average Number Employees Represented By IUEC On Company's Payroll DuringDuring Preceding Year	Maximum Outside Hiring Current Calendar Year
0 to 10	1
11 to 20	2
21 to 50	3
51 to 75	4
76 to 125	5

Plus two (2) for each additional 125 Employees. During the life of this agreement, the Company shall have the right to hire 5 more individuals per year than allowed under the above formulate.

4. The Union shall refer to the Company only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

(a) If the Company requests by name from the open employment list a workman, other than a probationary man, who has had previous employment with the Company within the past two (2) years, that workman shall be referred by the Union to the Company unless the workman is then working for another Company or is unwilling to accept employment with the Company.

(b) The Company may select from the open employment

list any workman other than probationary pursuant to paragraph 3 above.

(c) If the Company does not request that a particular workman be referred to it to fill a particular vacancy as provided in sub-paragraph (a), above, the referral shall be by classes and priorities in the following order:

First: Workmen competent and experienced in the performance of work of their classification and who have had employment experience, other than probationary men, with any Company party to this Agreement. The order of referral within this class of workmen, known as Experienced Class, shall be in the order of registration of the applicants on the employment list.

Second: Workmen competent and able to perform the work in the classification to be filled but who have had no previous employment experience with any Company party to this Agreement. The order of referral within this class of workmen shall be in order of registration of the applicants on the employment list.

(c) If the Company requests by name from the open employment list an Apprentice who has had previous employment with the Company within the past two (2) years, that Apprentice shall be referred by the Union to the Company unless the Apprentice is then working for another Company or is unwilling to accept employment with the Company.

Apprentice be referred to it to fill a particular vacancy as provided in sub-paragraph (c), above, the referral shall be by classes and priorities in the following order:
First: If the Company does not request that a particular Apprentice be referred to it to fill a particular vacancy as provided above, the referral within this class of workmen shall be in the order of registration of the Apprentices on the employment list.

Second: Probationary Employees with prior experience who have not completed their period of probationary employment. The order of referral within this class of workman shall be in order of registration of the applicants on the employment list.

Third: Apprentice applicants from the pool of eligible applicants.

5. The term "Company" shall refer to the particular Company requesting an Employee.

6. Whenever the Company decides to reduce its work force on any job, it shall select the Employees to be retained on the basis of competency, ability to perform the available work and length of all prior service with the Company.

When a Company decides to reduce its workforce of Experienced Apprentices (Apprentices who have more than six (6) months of industry experience and who are receiving the rate of pay for Apprentices set forth in

Section VII (B) of the collective bargaining agreement) on any job, it shall select the experienced Apprentices to be retained on the basis of competency, ability to perform the available work and length of service with the Company. The determination of competency and ability to perform the available work shall include consideration of the Apprentice's record of absenteeism and tardiness, ability to perform assigned work, safety habits, and general work habits. The Company's superintendent shall consult with the mechanic in charge or other mechanics who have worked with the experienced Apprentices for the purpose of evaluating the competency and ability to perform available work of such experienced Apprentices.

Where experienced Apprentices are determined to be equal in regard to competency and ability to perform available work, the Company shall give preference to those experienced Apprentices who are actively participating in the National Elevator Industry Educational Program, and such experienced Apprentices shall be the last to be laid off. Where one or more experienced Apprentices are participants in the National Elevator Industry Education Program, between such experienced Apprentices, length of service with the Company shall govern the order of layoff.

The parties agree that Union membership or lack thereof, (except for failure to render periodic dues and initiation fees), shall not be a criterion in any Company's decision to retain or lay off an experienced Apprentice.

Apprentice who has been regularly pursuing the NEIEP program. An Apprentice who has not been regularly pursuing the NEIEP program during the entire period of his employment and who enrolls in the NEIEP program in the six-month period prior to the date of layoff shall not be deemed to be actively participating in the NEIEP program.

The Company reserves the right to transfer Employees to and from job sites except that no Employee shall be transferred to a job site for the sole purpose of layoff from that job site. The application of this provision shall be subject to arbitration under Section VIII of this Agreement.

7. All Employment Practice provisions are to be posted in the Union Hall and in the Company's personnel office.

(B) MAINTENANCE OF ELEVATORS IN TEMPORARY OPERATION

The Company shall have the unquestioned right to accept contracts from owners, contractors and others to provide maintenance on elevators during this period of their temporary operation. The Company, shall, as between the Company and the Union, have the exclusive right to provide such maintenance. The selection and assignment of Employees to maintenance on such elevators and the control of such work shall be solely with the discretion of the Company. Employees assigned to such work shall be paid at the rate of pay for construction workers

established by this contract during the period of temporary operation i.e. while the car is operated by an elevator constructor or operating engineer or until the final certificate of occupancy for the building is issued or until the car is accepted by the customer, whichever occurs first. All overtime hours will be paid for at double time for all work after the regular eight (8) hour workday, Monday to

Friday, 8 AM to 5 PM. However, such Employee(s) shall be paid at the rate of pay for Service Work no later than six (6) months after the final certificate (or until the car is accepted by the customer) on the car is issued by the appropriate governing agency.

(C) MEMBERSHIP REQUIREMENTS

1. All Employees covered by this Agreement, shall, as a condition of employment, apply for membership in the Union on or after the 30th day following the beginning of their employment, or the executed date of this Agreement, whichever is later.

2. The Company shall be obligated under this Section to terminate the employment of any Employee who fails to obtain or maintain membership in the Union as required by this Section, upon receipt of written request for such termination from the Union; except that the Company shall have the right to refuse such request if there are reasonable grounds for believing (a) that such membership is not available to the Employee on the same terms and conditions generally applicable to other

terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(D) PROBATIONARY EMPLOYEES

1. A newly hired Employee without previous mechanical experience shall be classified as a Probationary Employee, in the status of an Apprentice for a period, or periods of not less than six (6) months nor more than nine (9) months.

2. A Probationary Employee shall advance from probationary status upon completion of the probationary period provided such probationary Apprentice has worked a minimum of one hundred (100) hours in six (6) thirty (30) day periods during the six (6) to nine (9) month probationary period. The probationary period may be worked with more than one (1) Company signatory to this Agreement.

3. Probationary Employees as defined above, shall be paid fifty (50%) percent of the average of the Construction Mechanic's rate and the Service Mechanic's rate as outlined in Section VII of this Agreement.

4. Following completion of the probationary period, Apprentices who have an industry hire date of July 1, 1996 or later shall be compensated in the following manner:

End of the Probationary Period to completion on an additional six (6) month period: 50% of the average of the Construction Mechanic's rate and the Service Mechanic's rate as set forth in Section VII of this Agreement. Additionally, contributions to all benefit plans shall commence upon completion of the Probationary Period.

Probationary	50%
First Year Apprentice	50%
Second Year Apprentice:	55%*
Third Year Apprentice:	65%*
Fourth Year Apprentice:	75%*

* of the rate for Mechanics in the department to which the Apprentice is assigned.

5. Upon completion of the Apprenticeship Program all fourth (4th) year Apprentices are afforded the opportunity to challenge the NEIEP Mechanics Exam. Those who pass the exam are elevated to the status of Journeyman as referred to in Section II Paragraph (E, 1). Those who do not pass the exam or do not challenge the exam have two (2) options:

(A) Remain as a fourth (4th) year Apprentice meeting all requirements of Apprenticeship training with respect to continuous classroom as well as OJT (On the Job Training). This category would provide the Temporary Mechanic for the industry if required.

individual will have completed all of the required training of an Apprentice but has not yet passed the NEIEP mechanic exam. The JIT would not be permitted to work as a Temporary Mechanic but would be afforded the opportunity to challenge a future mechanics exam based on the fact that they have completed the required NEIEP training and are enrolled in the six (6) week Mechanics Exam Review Course offered prior to that year's NEIEP mechanics exam.

In either option A. or B. of the above paragraphs, the applicant must notify the Joint Apprentice Committee (JAC) in writing of which option they intend to indenture on a yearly basis. A time limit of four (4) years will be imposed on either the JIT/Apprentice to achieve the status of Journeyman. This time limit will start at the successful completion of the fourth (4^{th}) year of training. Any JIT/Apprentice who does not successfully achieve Journeyman status in the allotted time shall be subject to termination of employment. The Company can reject a JIT without cause and request an Apprentice.

The Union has the right to grieve and arbitrate the rejection. Any JIT/Apprentice who entered the industry previous to July 1, 1996 shall not be subject to the four (4) year time limit.

For purposes of Layoff, the status of a JIT and fourth (4th) year Apprentice shall be considered equal and shall be referred to Section II Paragraph (6). All individuals classified as JIT shall perform work identical to that of a

fourth (4th) year Apprentice excluding the ability to function as a Temporary Mechanic. The rate of pay for a JIT shall be equal to that of a fourth (4^{th}) year Apprentice.

A newly hired Employee without previous industry experience entering the industry through sources as referred to in Section II Paragraph (A) of the Agreement will be classified as a probationary JIT and receive the rate of pay and status of a probationary Employee until such time as the JAC can evaluate the experience of the probationary JIT.

(E) JOINT APPRENTICESHIP COMMITTEE

It is mutually agreed that a Joint Apprenticeship Committee, consisting of three (3) representatives from the Association and three (3) representatives from the local Union will be selected and empowered to process all existing Apprentices and applications of employment of new hires into the Apprenticeship program. This committee will continually review the status of each Apprentice until he/she successfully completes the required courses of study mandated to achieve the status of Journeyman.

All actions performed by the JAC shall be governed by all applicable hiring rules or terms and conditions set forth in the collective bargaining agreement and as mandated by the NY & NJ State Apprenticeship hiring standards. In the event of a conflict, the collective bargaining agreement will prevail.

meetings to review and update progress reports in reference to all Apprentices working under the terms of this collective bargaining agreement. This information will be communicated to all responsible parties which includes the Apprentice Educational Coordinator, all signatory Employers and to the Local One IUEC Examining Board. All mandates of Apprenticeship training must be satisfied in order to implement appropriate wage and fringe increases as set forth in the provisions of this contract.

(1) No Apprentice/JIT may qualify or be raised to the capacity of Mechanic until he has worked for a period of three (3) years in the elevator industry, has successfully completed the required National Elevator Industry Educational Program courses, and has passed a mechanic's examination administered by the N.E.I.E.P. Director's office. Such examination shall be administered no less than once every twelve (12) months. An Apprentice/JIT who has successfully passed the Mechanic's examination shall become a Journeyman no later than (11) eleven months after the date of the examination. Should he fail to qualify, he cannot again take the mechanic's examination for a period of one (1) year.

When a Company needs an additional Mechanic in Contract Service it shall have the right to upgrade an Apprentice from among the Apprentices on the payroll of the Company to the position of Temporary Mechanic. When the Company needs another Mechanic in Contract

Service, it shall call the Union and request the referral of a Mechanic, in accordance with Section II hereof. Further openings for Mechanics and Temporary Mechanics shall be filled in the same alternative manner. If a Contract Service Mechanic or Mechanics are laid off by an Company signatory to this agreement subsequent to the designation of a Temporary Mechanic under this procedure, the Union may, pursuant to Section II of this Agreement, refer such laid off Contract Service Mechanic or Mechanics to the appropriate Company as a replacement for the Temporary Mechanic or Mechanics most recently designated pursuant to this procedure and the Employer shall put back to Apprentice status Apprentices working as Temporary Mechanics when their temporary assignment is completed or within 15 days of when the Employer is notified that there is a qualified Mechanic available, whichever comes first. This provision shall apply on an industry-wide basis. In such event the designated Temporary Mechanic or Mechanics in contract service will revert back to the prior status as an Apprentice.

With respect to Construction, Modernization and Repair, prior to making any Apprentice a Temporary Mechanic the Company will first request a Mechanic from the Local Union in accordance with Section II of this Agreement. If during the time an Apprentice is working as a Temporary Mechanic the Local Union can refer a Mechanic in accordance with Section II of this Agreement then the Company agrees that such Temporary Mechanic will revert back to his prior status as an Apprentice when their Temporary assignment is

completed or within 15 days, whichever comes first. The last Temporary Mechanic made shall be the first required to revert back to Apprentice status on an industry-wide basis. It is understood, however, that such reverting back will not include a Mechanic laid off in Construction or Modernization requiring a Temporary Mechanic in Repair or Contract Service to revert back to Apprentice status, nor a Mechanic laid off in Contract service or Repair requiring a Temporary Mechanic in Construction or Modernization to revert back to Apprentice status unless qualified to perform the type of work in such department. A Company may also make an Apprentice a Temporary Mechanic to perform work as an adjuster, subject, however, to the prior agreement of the Business Manager of the Union. The Union will not act in arbitrary or capricious manner relative to such a request.

(2) In the case of reduction in the work force of any Company in any department, Temporary Mechanics in that department shall revert back to Apprentices before any Mechanics in the department shall be laid off. It is further understood that men working as Adjusters shall not be subject to the above.

(3) However, the Company may elevate any experienced Apprentice to Temporary Mechanic for a period not to exceed two (2) weeks without reference to the above. The Company will notify the Union at the start and the end of any such assignment. Apprentices assigned to work as Temporary Mechanics pursuant to this provision may not again work as a Temporary Mechanic for thirty (30) days without prior approval from the Union.

(F) HOLIDAYS

The following holidays shall be observed:
New Year's Day, Lincoln's Birthday*, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
(* *Effective January 1, 2006, in lieu of Lincoln's Birthday, Good Friday* shall be observed.)

Employees will not be granted time off from work on Election Day for voting purposes except as otherwise provided by law.

Any bona fide Employee who does not work on the holidays mentioned above will be paid at his single time rate for such days. A bona fide Employee, within the meaning of this Section, must have worked the last complete scheduled workday prior to, and the next complete scheduled workday after such holiday. Exceptions for the above requirements will be given when, due to a legitimate family illness or due to an emergency that prevented attendance, an Employee is unable to comply, then such Employee will receive pay for the holiday. To qualify for this exception the Employee must provide Supervision with satisfactory documentary evidence that may be required.

The above holidays shall be observed on the day set for such observances by the majority of the trades in the Building and Construction Industry in the City of New York and the parties shall mutually agree on the specific

date at least thirty (30) days in advance of the observance of the holiday. Any holiday that falls on a Saturday shall be observed on Friday. Any holiday that falls on a Sunday shall be observed on Monday.

Employees who work on a holiday that falls on a Saturday or Sunday, and that holiday is observed on a Friday or Monday, shall be paid at the specified overtime rates for the work performed on Saturday or Sundays. Holiday premium pay shall be applicable only in circumstances where Employees perform work on the day on which the Saturday or Sunday holiday is observed, i.e. on Friday or Monday (e.g. if July 4th falls on a Saturday, it will be celebrated on Friday, July 3. Work performed on July 3 will be paid in accordance with the provisions of Section IV, (E) or Section VI, (N); worked performed on July 4th will be at the specified, non-holiday overtime rates.

Should the Company require that the Employee work on any paid holiday, he shall be paid the holiday pay plus the applicable overtime pay.

(G) HEALTH PLAN AND PENSION PLAN

1. The National Elevator Industry Health Plan and the National Elevator Industry Pension Plan and Declarations of Trust as the same now exist or may hereafter be amended during the term of this Agreement including any change in benefits and Company and/or Employee contributions are hereby made part of this agreement.

(a) The Health Plan shall be financed by mutual contributions of the Company and Elevator Constructor Mechanics and Apprentices as provided herein. The Company agrees to pay and contribute the amount listed below for each hour of work performed by all Elevator Constructor Mechanics and Apprentices in its employ.

Effective Date	**Health Contribution**
3/17/05	$7.275
3/17/06	$7.775 (increase of $.50)
3/17/07	$8.275 (increase of $.50)
3/17/08	TBD

Each Elevator Constructor Mechanic and Apprentice shall continue to contribute three and one-half cents (3 1/2¢) per hour. Payments of said contributions by the Company and Elevator Constructor Mechanics and Apprentices shall be in accordance with the National Elevator Industry Health Plan and Declaration of Trust.

(b) The Plan of Pension Benefits shall be financed by contributions as provided herein. The Company agrees to pay and contribute the amount listed below for each hour of work performed by all Elevator Constructor Mechanics and Apprentices in its employ:

Effective Date	**Pension Contribution**
3/17/05	$3.42
3/17/06	$3.94
3/17/07	$4.21
3/17/08	$4.48

Payments of said contributions by ... in accordance with the terms of Declaration of Trust adopted by the Board of Trustees appointed under the National Elevator Industry Pension Plan.

2. If the Company is required for any reason to increase the Company's contribution to the National Elevator Industry Health Plan or Pension Plan, then the amount of such additional Company contribution shall serve to reduce the effective wage rate set forth in Section VII of this Agreement in an amount adjusted to reflect such increased Company contribution and its effect upon the wage rate.

3. In no event shall the contribution rate of any Company exceed the lowest contribution rate paid by any other contributor to the Welfare and Pension Plans for the type of work covered by this Agreement.

(H) METHOD OF PAYMENT

All Employees not enrolled in direct deposit shall be paid by check, which shall be sent to any address they elect to designate, other than the Company address. Employees may be given the option of electing direct deposit in lieu of the foregoing. Once enrolled in direct deposit, the Employee may elect to discontinue enrollment by giving their Company ten (10) days written notice. No Employee is to cash any check other than their own personal check. The Company agrees that the pay day will be either Thursday or Friday except when compelled by City or Government contract to pay

differently. Employees must be paid by voucher in the morning of the next regular work day following the Employees regular pay day if the Employee did not receive their regular check or pay by direct deposit. Voucher must be at least seventy-five percent (75%) of Employees earned pay (gross).

All Employees hired or rehired consistent with applicable law shall be required to utilize the Company's Direct Deposit method of pay. Existing Employees who enroll in the Company's Direct Deposit method of payment for the first time shall receive a one-time bonus of $50.00 (fifty dollars).

To receive the bonus, the Employee must not have been enrolled in the Company's Direct Deposit program in the past. If the Employee withdraws from the Direct Deposit program within one (1) year after enrolling, the Employee must reimburse the Company the $50.00 (fifty dollar) one-time bonus.

Time tickets shall be made out on Company time. The Company shall not change the hours or expenses on any time ticket without informing the Employee. The Employee's time not in dispute shall not be held up. Elevator Constructors shall receive, at the time of weekly payment, a check stub containing the following information:

2. Total hours worked - regular and overtime.
3. Total wages - weekly and accumulative.
4. Federal income taxes withheld.
5. F.I.C.A. taxes withheld.
6. Welfare and pension deduction.
7. Vacation accrual-year to date.
8. Annuity hours weekly and accumulative.
9. 401(k) deductions weekly and accumulative.

At the time of weekly payment, at the Employee's request, the Company shall also provide the Employee with a document, in writing, reporting the time the Employee submitted to his Company for that payment, regardless of whether the Employee submitted their time on paper, electronically, or by any other medium.

Should the Company payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Company shall make any special arrangements necessary to insure Employees receiving pay on schedule.

(I) FRACTION OF A DAY

The Employee shall be paid for any fraction of a day at the appropriate hourly rate. Any fraction of an hour worked will be paid to the nearest minute or other suitable increment based upon the technical capabilities of the Company. This applies to jobs on which an Employee is paid at a single time rate.

(J) REPORTING TIME

Whenever a Journeyman or Apprentice/JIT covered by this Agreement reports to work on a Construction, Modernization or Repair job as defined in Section VI (B) "Work Assignments" at the request of the Company and there is no work available except for reasons beyond the control of the Company, the Employee shall receive two (2) hours pay at straight time.

When a Journeyman or Apprentice/JIT covered by this Agreement reports to work on a Construction, Modernization or Repair job as defined in Section VI (B) "Work Assignments", without being notified not to report and commences work on such job, the Employee shall receive two (2) hours pay at straight time rates if the Employee ceases to work at the direction of the Company.

(K) TRANSPORTATION AND TRAVEL TIME

An Employee who is covered by this contract, who is sent out of town by the Company, shall be paid travel time at time and one-half, if such travel takes place prior to and/or after the regular work hours, at the start and finish of the job. The Employee will also be reimbursed for all out-of-pocket transportation expenses and room and board. The room and board allowance shall not be less than $20.00 per day or $140.00 per week. If the Company and the Employee agree that the Employee use his personal auto for transportation the Employee is to be paid forty and one-half cents ($.48.5) per mile.

changed thirty (30) days after receipt of notification of a change in the IRS Standard Mileage Rate then in effect. The rate at that time shall be the new IRS Standard Mileage Rate then in effect.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expense for time spent driving from the Employee's home to the first job site of the regular work day or driving from the last job site of the regular work day to the Employee's home (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles).

(L) SUB-CONTRACTORS

On any job where the Company sublets any work within the trade jurisdictions of the Elevator Constructor, it is understood that the Company shall have inserted in its contract with the sub-contractor a clause requiring that Elevator Constructor Mechanics and Apprentices covered by this Agreement be employed on this work. If the Union cannot supply Elevator Constructors qualified for the class of work involved, or if said workers cannot perform this work competitively, the sub-contractor may employ other qualified men at rates specified herein.

(M) NAMES - COMMUNICATIONS – RULES

1. The Company agrees that at the end of the calendar year, the Company shall, upon request of the Union

furnish the names of members of Local No. 1, carried on their payroll during the year, with the total number paid in wages to each man. Also upon request of the Union, the Company will, within two (2) working days supply the weekly wage, hours worked and travel time of any member of Local No. 1 (Limit to eight (8) men in any week or ninety-six (96) men per year per Company).

2. No discrimination shall be made against any member of the Union or any Company. All written communications passing between the Company and the Elevator Constructors Union shall be addressed to their respective designees.

3. No salaried Employee, partner or member of a firm of the Company shall perform any of the physical work of Employees covered by this Agreement unless agreed to by the Union, except for purpose of instruction and in cases of emergency or in which the services of the Elevator Constructors are not available. An emergency shall be defined as a situation, in which someone is caught in an elevator, or personal safety is in immediate danger or substantial property damage is involved.

4. Neither the Company nor the Union shall adopt any rule or regulation that conflicts with any of the provisions of this Agreement.

(N) JURISDICTIONAL DISPUTES

The Union and the Company agree that the Arbitration Plan adopted by the Building Trades Company's

Association of New York shall be used to resolve any disputes concerning trades jurisdiction arising under Section IV, Construction Work and/or Section V New Construction and Modernization Work in Existing Buildings. The Union shall not be compelled to violate any of the rules of its International Union. The Company(s) shall not be compelled to abide by any decision, agreement, understanding or the like with respect to any Award of jurisdiction not arising from a dispute concerning work performed under Section IV, Construction Work and/or Section V New Construction and Modernization Work in Existing Buildings.

(O) LOSS OF CLOTHING AND TOOLS

1. The Company shall furnish suitable lockers or chests for storage of clothing and tools. In the event of theft or fire, and in order to definitely place the responsibility, it is agreed that claims be limited as follows:

Clothing.....200.00
Tools..... 900.00

2. In order to fix the responsibility for the amount of loss by theft or fire, it shall be the duty of the men in charge of the work to obtain from the men, when reporting such a loss, a list of the value of the property, which shall be verified by affidavit.

3. Payment shall be upon presentation of an itemized bill dated no later than sixty (60) days following the reported date of loss for the replaced items. The Company agrees

to pay sixty percent (60%) of the loss, subject to the above limitations, and the Union agrees to pay the remaining forty percent (40%).

(P) LAWS

In the event that any provisions of this Agreement shall be declared by any Act, Governmental Board, or Agency having jurisdiction, to be illegal or contrary to any law, order or directive of any such Board or Agency having jurisdiction, then such provision shall be inoperative without any effect upon the remaining provisions of the Agreement. It is further provided that in the event any provision or provisions are declared to be in conflict with such Act, Government Board, or Agency, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

(Q) TOOLS

The Company shall furnish all power operated tools, rigging equipment, instruments and meters as may be required.

(R) SAFETY

The Company and the Union recognizes a mutual obligation to provide a workplace free of hazards. Every Employee is obligated to abide by all safety practices, procedures, methods, policies, etc.

may review the Safety Practices of the Company and make recommendations to the Company. Quarterly meetings of such Safety Committee will be held with representatives of the Company. It is further understood between the Company and the Union that Company assumes no financial support or liability for such Safety Committee.

The Company recognizes its obligation to comply with applicable state statutes and OSHA regulations regarding the health and safety of its workforce including the handling, use and proper labeling of potentially hazardous materials.

(S) SHOP STEWARD

The Company hereby recognizes that, on any construction or modernization job site with more than seven (7) Employees, there shall be a Shop Steward. The Shop Steward shall be designated by the Union Business Manager from among the men on the job. Similarly, for each other department of the Company, providing that such department has more than thirty (30) Employees, a Shop Steward shall be designated for each such department from among the Employees in that department. If, however, such department has fewer than thirty (30) Employees, then there shall be one (1) Steward who will represent more than one (1) department, selected as above. Where the Company operates its departments (other than construction) out of more than one (1) location, the above recognition shall apply to each such location.

Such Shop Steward will perform his normal work assignments during his normal working hours and will only conduct Union business prior to or after working hours. Union business is defined as the investigation of grievances, trade jurisdictional problems, Union security problems and safety. The Shop Steward shall have no right to interfere with any work assignment, nor have any right to engage in or call any work stoppage, slowdown, or in any other means interfere with the work duties of the Employees.

The Shop Steward, once appointed, shall not be transferred or laid off from that job while that job meets the requirements of Paragraph 1 above, provided however, that the Steward must have the skill and ability to perform the remaining work.

The Union will notify the Company in writing of the Employee appointed the Shop Steward.

(T) METRIC TOOLS

When and if a Company requires the use of Metric Tools by an Employee in the course of his employment, the Company agrees, upon receipt from the Employee, to reimburse the Employee for all tools required or to provide such tools, at the Company's option.

SECTION III
Vacations

The following plan is established for Vacations:

No Vacation Pay shall accrue for the first six (6) months worked in the industry.

(a) The vacation schedule shall be as follows: Six (6) months or more, but less than five (5) years – two (2) weeks, five (5) years, but less than fifteen (15) years - three (3) weeks. Fifteen (15) years or more four (4) weeks.

(b) An Employee who has worked less than five (5) years in the industry shall receive Vacation Pay credit on the basis of four percent (4%) of his hourly rate for all hours actually worked. An employee who has worked five (5) to fifteen (15) years in the industry shall receive Vacation Pay credit on the basis of six percent (6%) of his regular hourly rate for all hours actually worked. An Employee who has worked fifteen (15) or more years in the industry shall receive Vacation Pay credit on the basis of eight percent (8%) of his regular hourly rate for all hours actually worked.

(c) The vacation pay accrued from January 1 of one (1) year through June 30 of the same year shall be paid in full to the Employee by July 15 of that year. The vacation pay accrued from July 1 of one (1) year through December 31 of the same year shall be paid in full to the Employee by January 15 of the succeeding year.

(d) Except in cases of hardship, each Employee shall schedule his vacation as follows:

Each Employee will take one-half (1/2) of his vacation between January 1 and June 30 and one-half (1/2) between July 1 and December 31. Employees entitled to three (3) weeks vacation may elect to take the odd week in either period. Employees shall schedule vacations in no less than five (5) regular work days, exclusive of any holidays which may fall in the vacation period. Vacations shall be arranged with the Company so as to cause a minimum of interference with work. Where a team is broken up because of vacation, the Company shall have the right to place the extra Employee to the Company's advantage. As between Employees, the first selection of vacation date shall be given to the Employee with the longest service in the bargaining unit. The taking of all vacation shall be mandatory.

(e) Vacation pay accrued will change from four percent (4%) to six percent (6%) on the first payroll period after the first (1) month following completion of five years in the business. These five (5) years include the six (6) months probationary period.

(f) The local Union shall furnish the Company on request, dates that Elevator Constructor Mechanics and Elevator Constructor Apprentices were first employed in the elevator industry.

(g) When an Employee leaves the Company the Vacation Pay shall be retained. He shall receive the retained amount due him at the time specified in (e) above.

member of the Local Union, shall not count toward vacation eligibility status. An Employee with at least one (1) year of service in the industry who takes time off for annual training duty in the United States Armed Service shall have such service time counted toward his vacation eligibility status upon return to the Company.

(i) Hours worked for the Company by a member of a Local Union, while outside of the jurisdiction of that Local shall count for Vacation Pay.

(j) Hours paid as Holiday Pay, vacation or traveling time outside of the regular working hours, are not to be counted as hours worked when computing Vacation Pay.

(k) At the time vacation pay is paid, Federal and State and local taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.

(I) Minimum vacation will be paid under the following conditions:

(1) An Employee in the Construction Department works 1530 hours, but less than 1750 hours in a one (1) vacation year, or

(2) An Employee in the Modernization or Service Department works 1750 hours, but less than 2000 hours in a vacation year.

Minimum annual vacation payments for Employees in Service and Modernization Departments will be equivalent to 40 hours pay for each week of vacation eligibility provided they have worked at least 1750 hours during the vacation year.

Minimum annual vacation payments for Employees in the Construction Department will be equivalent to 35 hours pay for each week of vacation eligibility provided they have worked at least 1530 hours during the vacation year.

The January 15 vacation payout will be made each year according to the four percent (4%), six percent (6%), and eight percent (8%) formula, without regard to the minimums. At the end of the vacation year, the hours worked by each Employee will be totaled and any difference between the amount paid under the percentage formula and the amount due according to the above minimums will be calculated and paid in the July 15 payout.

(m) The vacation year shall be July 1 to June 30.

SECTION IV
Construction Work

(A) DEFINITION OF CONSTRUCTION WORK

It is agreed by the parties to this Agreement that all work specified in this Paragraph shall be performed exclusively by Elevator Constructor Mechanics and

Company. This section shall also include Paragraph 2 (except for 2(a)), Paragraph 3, and Paragraph 9 of Article IV of the Standard Agreement and Joint Industry Committee decisions.

Construction work is defined as follows:

1. The erection of complete new or used elevators, escalators, dumbwaiters, elevettes, parking garage elevators, stage lifts, curtain lifts, console lifts, moving sidewalks, Trav-O-Lators, speed ramps or the like.

2. The removal or dismantling of old elevators, escalators, dumbwaiters, elevettes, parking garage elevators, stage lifts, curtain lifts, console lifts, moving sidewalks, Trav-O-Lators, speed ramps or the like except as noted under the definition of service Work, Section VI of this Agreement.

(B) JOINT INDUSTRY COMMITTEE

The prior decisions of the Joint Industry Committee, established by a joint resolution adopted during the week of October 28, 1963, is hereby recognized and continued for the term of this Agreement. The decisions of this Joint Industry Committee which involves the Company's change in design, new design, or a newly designed product or tools, methods or equipment in connection with such design changes, shall be binding on all parties during the term of this Agreement. Decisions heretofore made and to be made will be annexed to this Agreement as Appendices.

1. Any work jurisdiction question or dispute which involves the Company's change in design, new design or a newly designed product or tools, methods or equipment in connection with such design changes, shall be submitted, within three (3) working days, by either the Company or Local No. 1 to the New York Arbitration Committee. If within five (5) calendar days thereafter the New York Arbitration Committee is unable to reach a decision, then either the Company or Local No. 1 may submit the question or dispute to an Impartial Arbitrator as provided in Paragraph 6 of this Section.

2. Any question or dispute which arises concerning Paragraph (A) of this Section which is not covered by the preceding Paragraph B(1), including local work practices, shall be submitted, within three (3) working days, by either the Company or Local No. 1 to the New York Arbitration Committee. Within seven (7) calendar days after such submission, the New York Arbitration Committee shall meet. If within five (5) calendar days thereafter the New York Arbitration Committee is unable to reach a decision or is deadlocked, then either the Company or Local No. 1 may submit the question or dispute to an Impartial Arbitrator chosen in accordance with the voluntary rules of the American Arbitration Association.

3. While any question or dispute pertaining to this Section is being processed, the Company, where possible, shall assign the Employees work other than the work in dispute. Where a determination is made by the Company that the employees are to continue to be

assigned to work in dispute, and if such determination is challenged, then a Local Committee consisting of two (2) representatives, experienced in the operations of the Industry, one (1) from each party, shall promptly visit the job site to review the validity of the Company's determination, it being understood that the Employees shall continue to perform the disputed work pending final resolution through all the procedures set forth herein. The unanimous decision of this Local Committee shall be binding on the parties. If there is no such unanimous decision, then the dispute, if it involves Paragraph B(1), shall be referred to arbitration as provided in that Paragraph, and if it involves Paragraph B(2) shall be referred to arbitration as provided in that Paragraph.

4. Where the Company does assign work other than the work in dispute and a point is reached where it is not possible to perform work other than the work in dispute, then the Employees shall perform the disputed work pending final resolution as provided herein.

5. Where there has been a binding decision of the Joint Industry Committee or an award of an arbitrator, and the Company at some future date and under the same factual situation fails to comply with such a decision or award, then the above Local Committee of two (2) representatives shall promptly visit the site of the dispute to determine whether the same factual situation exists and whether the Company is failing to comply. The unanimous decision of the Local Committee shall be binding on the parties. If there is no agreement by the

Local Committee, then the matter shall be submitted to the same forum which originally determined the dispute. Pending final resolution by this forum the provisions of sub-paragraphs 3 & 4 above shall apply.

6. ARBITRATION

(a) The parties hereby agree to use the permanent Arbitrator or Panel or Arbitrators mutually agreed on by the Company and the I.U.E.C. for rendering decisions on questions or disputes concerning Paragraph B(1) of this Section. The decisions of the Arbitrator shall be final and binding upon all parties and his expenses shall be borne equally by both parties. The Arbitrator must promptly hold a hearing and must, within ten (10) work days after the hearing, render a written decision.

(b) The Arbitrator shall not have the power to add to, subtract from or modify in any way any of the provisions of Section IV, Paragraph A and Section IVA (Systems, Modular and Industrial Structures) or the procedure set forth in Paragraphs 2, 3, 4, and 5 above. However, the Arbitrator shall have the power to determine what, if any, remedial action should be directed to correct any violations of Section IV, Paragraph A or Section IVA, by either party.

(C) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED

(D) WORK DAY AND WEEK

(1) Seven (7) Hour Work Day

For the purpose of establishing straight time working hours, the regular work day on construction work shall not exceed seven (7) hours in any one (1) day. Monday, Tuesday, Wednesday, Thursday and Friday shall constitute the regular work week of thirty-five (35) hours.

Monday, Tuesday, Wednesday, Thursday and Friday the regular work day of seven (7) hours is to be performed between the hours of, seven A.M. (7:00 A.M.) in the forenoon and two-thirty (2:30 P.M.) in the afternoon with one-half hour allotted as lunch period from 12 Noon to 12:30 P.M. or (2) (8) Eight A.M. in the forenoon and three-thirty P.M. (3:30 P.M.) in the afternoon with one-half hour allotted as lunch period from 12 Noon to 12:30 P.M. Each employee shall be required to take the allotted lunch period during his work day from 12 Noon to 12:30 P.M.

(2) Eight (8) Hour Work Day

Notwithstanding the provisions of Par. 1 above, when an eight (8) hour work day is required through a project labor agreement, similar customer requirement, or in the interest of job efficiency or other reasons as determined at the discretion of the Company, with notice to the Union, the Company may work a regular work day of eight (8) straight time hours, with one half (1/2) hour

allotted as lunch period from 12 Noon to 12:30 P.M. The work day may begin at seven A.M. (7:00 A.M.) or eight A.M. (8:00 A.M.). Eligibility for overtime pay shall begin after completion of the regular work day, irrespective of the starting time. Each employee shall be required to take the allotted lunch period during his work day from 12 Noon to 12:30 P.M..

Under either (1) or (2) above, once a job site is established as a seven (7) or eight (8) hour work day, the job site will remain on that schedule for the duration of the job.

(E) OVERTIME

Under either a seven (7) hour work day or an eight (8) hour work day, all construction work performed after the regular work day and all work performed on any Saturday or Sunday shall be overtime work and paid for at double the regular rate. Should the Company require that the Employee work on any paid holiday, he shall be paid double time plus holiday pay.

Overtime will be shared among the Employees on each job site as equally as practicable, considering the type of overtime work involved, the Employees presently performing such work during the regular working hours, and the skill and ability of the various Employees to perform such overtime work. However, notwithstanding this provision, in circumstances where the Company is required to accelerate the completion of a job, the Company may exercise its discretion in concert with the

Union to select from its current Employees to designate those Employees to be assigned to perform the available overtime work.

(F) TRAVEL EXPENSE

Travel expense shall be allowed for each day worked by an Employee reporting to work in the area set forth in Appendix B.

(G) APPRENTICES

The total number of Apprentices employed by the Company shall not exceed the number of Journeyman, but Company's may use as many Apprentices as best suit their convenience, under the direction of Journeymen, in wrecking old plants, hoisting of all kinds, handling of materials, putting on cables and all foundation work; and it is agreed that there will be no restrictions placed on the character of the work which the Apprentices may perform under the direction of the Journeymen, (except that Journeymen shall operate all hoisting machines). It is also agreed that in drilling holes for plunger elevators, stage, and organ, console or orchestra elevators two (2) Apprentices may be employed to one (1) Journeyman.

(H) HOISTING

The Company reserves the right to hoist or lower all machine room equipment except governors and secondary sheaves, which shall include machines and beams that have been laid out and pre assembled by the

Elevator Constructor before hoisting, pistons, cylinders and trusses or sections of trusses with the aid of derricks or cranes (pistons and cylinders and/or trusses may be hoisted and placed in their final locations). In addition, the Employer shall have the sole option to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all machine room equipment (not to include ductwork) which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting, and other equipment such as air and gas tanks, cutting torches, welders, gang boxes, tools, chain falls, safety equipment (first round of overhead protection and safety lines) and motor room wiring. It is understood that work of this character will be done by Journeymen and Apprentices under the supervision of the Elevator Constructor Mechanic- in- Charge.

Where the Company elects to preassemble or prefabricate Apartment House Elevators as provided in Article IV, par. 3(a) (6) et. seq. the Company shall have the right to hoist or lower all such equipment with such mechanical equipment as the Company deems necessary to perform such work. It is understood that work of this character will be done under the supervision of the Elevator Constructor in charge. The handling of all rails is under the jurisdiction of the Elevator Constructor. In addition, where trusses or sections of trusses are to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of the Elevator Constructors in the employ of the Company.

may be accomplished by the use of tools or equipment operated by the Elevator Constructor in the employ of the Company. The Company will provide training and necessary licenses for Employees assigned to the operation of such equipment.

When a jobsite material staging area is not more than 100 feet above or below the ground level, the Company will have the right to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all material and place it at the staging area. When material is to be moved from the staging area, traditional hoisting shall apply. It is understood that work of this character will be done by Journeymen and Apprentices. It is further understood that this shall apply to one staging area per building.

The Union and the Company agree to follow the IUEC/Otis settlement of October 28, 2004 for machine-roomless-elevators (MRL) and/or any other subsequent awards or agreements on MRL.

(I) TEMPORARY OPERATION OF CAR FOR OTHER TRADES

The Company reserves the right to assign Elevator Constructor Mechanics or Apprentices to operate and move incomplete cars to permit trades performing work for the Elevator Contractor, not belonging to the Elevator Constructor, to complete the work. The assignment of Employees to the such work shall be solely in the

discretion of the Company. Employees assigned to such work shall be paid at the rate of pay for Construction Workers.

THE COMPANY SHALL NOT BE REQUIRED TO FURNISH AN OPERATOR WHILE ELEVATOR CONSTRUCTORS ARE WORKING IN CONCERT WITH COMPANY'S SUB-CONTRACTOR'S EMPLOYEES WHO ARE MEMBERS OF OTHER TRADES.

If there is a need for more than one (1) movement of a car to be used as a platform for other trades during the period of a day, the Company will hire a full time Operator to move such car. In those situations where multiple cars are involved, the Company shall not use the spotting of all cars at specified floor levels to avoid the Company's obligation to hire a full time Operator.

(J) MECHANIC-IN-CHARGE (FOREMAN) OF JOB

1. When four (4) or more persons but less than sixteen (16) persons, including the Elevator Constructor Mechanic-in-Charge, are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12-1/2%) for all hours actually worked.

2. When sixteen (16) or more but less than twenty-five (25) persons including the Elevator Constructor Mechanic-in-Charge are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by fifteen percent (15%) for all hours actually worked.

3. When twenty-five (25) or more persons, including the Elevator Constructor Mechanic-in-Charge, are employed on a new construction job, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased twenty percent (20%) for all hours actually worked.

4. When the number of men employed on the job drops below the above stated numbers, the rate for the Elevator Constructor Mechanic-in-Charge will be immediately reduced to the applicable rate.

5. Under the direction of a Superintendent the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force and to enforce the safety practices and procedures on the job to which he is assigned by the Company.

SECTION IV
(A) Systems, Modular and Industrial Structures

(A) Systems Building

Systems, modular, industrialized or similar structures are those whose superstructures and components are preassembled in sections, rooms or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics and Apprentices whether the assembly site is adjacent to the job or remote from the job. If the Company has no choice as to assembly site and such assembly site is outside of the jurisdiction of Local No. 1, then the work at such remote assembly site shall be done by Elevator Constructor Mechanics and Apprentices of another local, and members of Local No. 1 shall perform the remainder of such work at the permanent job site. If, however, the Company has a choice of assembly site and the permanent job site is within the jurisdiction of Local No. 1, then the assembly, as well as remainder of the work, shall be performed by members of Local No. 1. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics and Apprentices so that the jurisdiction of the Elevator Constructors as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book", or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" as approved by the Building & Construction Trades Department, AFL-CIO.

as follows:

(1) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

(2) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

(3) Connect electric traveling cables to either car, controller or half-way junction box. The connections to be prepared and/or made at both ends of assembly site.

(4) Shackle hoist, compensating and governor cables and pre-connect to car or counterweight hitches.

(5) The setting of templates.

(6) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.

(7) All foundations, either of wood or metal, that should take the place of masonry.

(8) The installation and aligning of guide rails in hoistway modules.

(9) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

(10) Install corridor side operating and signal devices.

(11) Install hoistway wiring.

(12) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

(13) The operating of temporary elevators.

(14)The installation and aligning of all pistons and cylinders on hydraulic elevators.
Unloading, handling, hoisting and lowering of material covered in (1) through (14 will be performed under the supervision of Elevator Constructors.

(C) Nothing in this Section is intended to change the practices either party has previously enjoyed in erection of elevators in conventional type buildings as related to Section IV.

SECTION V
New Construction and Modernization Work in Existing Buildings

(A) DEFINITION

1. The addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit

equipment, including work involving a structural [illegible] in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit.

2. Changes in design and appearance of basic escalator equipment.

3. Service work performed as part of a Modernization.

(B) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED

(C) WORK DAY & WEEK

1. For the purpose of establishing straight time working hours, the regular work day shall not exceed eight (8) hours in any one day. Monday, Tuesday, Wednesday, Thursday and Friday shall constitute the regular work week of forty (40) hours. Each day's work of eight (8) hours is to be performed between the hours of seven (7:00 A.M.) in the forenoon and five-thirty (5:30 P.M.) in the afternoon with one-half (1/2) hour (between 11:30 A. M. and 12:30 P.M.) allotted as the lunch period. Each Employee shall be required to take a lunch period during his work day.

2. The Company may schedule Shift Work on Modernization work including shift work where no "day shift" is being worked. The "day shift" is the regular work day, 8:00 AM to 4:30 PM. Employees working a second shift after the day shift shall work, from 4:00 P.M. to 12:30 A.M. which includes an additional unpaid

one-half (1/2) hour meal period, shall be paid 115% of the straight time hourly rate. Each shift shall be eight (8) consecutive hours with an additional unpaid meal period. Employees who work in excess of eight (8) hours shall be entitled to overtime at one and one-half times the straight time rate of pay, including shift premium if the Employee is receiving it for the remaining work performed that day.

3. Employees assigned to modernization work in any area beyond the primary shall be entitled to zone expense and/or per diem expense on the first day of his assignment and on the last day of his assignment to the jobsite where the modernization work is being performed.

(D) OVERTIME

All work performed after the regular work day and/or between the hours of 4:30 o'clock in the afternoon and 8:00 o'clock in the forenoon and all work performed on any Saturday or Sunday shall be time and one-half.

Should the Company require that the Employee work on any paid holiday, he shall be paid time and one-half plus holiday pay.

Overtime will be shared among the Employees on each job site equally as practicable, considering the type of overtime work involved, the Employees presently performing such work during regular working hours, and the skill and ability of the various Employees to perform such overtime work.

(E) TRAVEL EXPENSE

Travel expense as set forth in Section IV (F) will apply to work under this section.

(F) APPRENTICES

The total number of Apprentices employed by the Company shall not exceed the number of Mechanics but the Company may use as many Apprentices as best suits its convenience, under the direction of Mechanics, in wrecking old plants, hoisting of all kinds, handling of materials, putting on cables and all foundation work and it is agreed there will be no restrictions placed on the character of the work which the Apprentices may perform under the direction of the Mechanics (except that Mechanics shall operate all hoisting machines)

(G) HOISTING

The Company reserves the right to hoist or lower all machine room equipment, except governors and secondary sheaves, which shall include machines and beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting, pistons, cylinders and trusses or sections of trusses with the aid of derricks or cranes (pistons and cylinders and/or trusses may be hoisted and placed in their final locations). In addition, the Company shall have the sole option to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all machine room equipment (not to include ductwork) which shall include machines and

beams that have been laid out and pre-assembled by the Elevator Constructor before hoisting and other equipment such as air and gas tanks, cutting torches, welders, gang boxes, tools, chain falls, safety equipment (first round of overhead protection and safety lines) and motor room wiring. It is understood that work of this character will be done by Journeymen and Apprentices under the supervision of the Elevator Constructor Mechanic-in-Charge.

Where the Company elects to pre-assemble or prefabricate Apartment House elevators as provided in Appendix D, Article IV, Paragraph 3 (6) et. seq. the Employer shall have the right to hoist or lower all such equipment with such mechanical equipment as the Company deems necessary to perform such work. It is understood that work of this character will be done under the supervision of the Elevator Constructor in charge.

The loading, unloading, moving and handling of material may be accomplished by the use of tools or equipment operated by the Elevator Constructor in the employ of the Employer. The Company will provide training and necessary licenses for Employees assigned to the operation of such equipment.

When a jobsite material staging area is not more than 100 feet above or below the ground level, the Company will have the right to utilize the outside hoist operated by a Local 1 Elevator Constructor to raise or lower all material and place it at the staging area. When material is to be moved from the staging area, traditional hoisting

shall apply. It is understood that work of this character will be done by Journeymen and Apprentices. It is further understood that this shall apply to one staging area per building.

The Union and the Company agree to follow the IUEC/Otis settlement of October 28, 2004 for machine-roomless-elevators (MRL) and/or any other subsequent awards or agreements on MRL.

(H) TEMPORARY OPERATION OF CARS FOR OTHER TRADES

The Company reserves the right to assign Elevator Mechanics or Apprentices to operate and move incomplete cars to permit trades performing work for the Elevator Contractor, not belonging to the Elevator Constructor, to complete the work. The assignment of Employees to such work shall be solely in the discretion of the Company. Employees assigned to such work shall be paid at the appropriate rate of pay.

The Company shall not be required to furnish an operator while elevator constructors are working in concert with the Company's subcontractors' Employees who are members of other trades.

(I) MECHANIC-IN-CHARGE (FOREMAN) OF JOB

1. When four (4) or more persons but less than sixteen (16) persons, including the Elevator Constructor

Mechanic-in-Charge, are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12 1/2%) for all hours actually worked.

2. When sixteen (16) or more but less than twenty-five (25) persons including the Elevator Constructor Mechanic-in-Charge are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased by fifteen percent (15%) for all hours actually worked.

3. When twenty-five (25) or more persons, including the Elevator Constructor Mechanic-in-Charge, are employed on work under this section, one (1) shall be designated as the Elevator Constructor Mechanic-in-Charge of the job and shall have his hourly rate increased twenty percent (20%) for all hours actually worked.

4. When the number of men employed on the job drops below the above stated numbers, the rate for the Elevator Constructor Mechanic-in-Charge will be immediately reduced to the applicable rate.

5. Under the direction of a Superintendent, the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force and to enforce the safety practices and procedures on the job to which he is assigned by the Company.

6. When four (4) or less persons are employed on residential (apartment house, condo, etc.) modernization work under this section, there shall not be a Mechanic-in-Charge.

(J) MODERNIZATION TEAMS

The Company reserves the right to establish three (3) man teams when performing Modernization work on one (1) or two (2) cars (or for each multiple of one (1) or two (2) cars) under this Section. Such three (3) man teams shall consist of two (2) Journeyman and an Apprentice who has completed the apprentice program and passed the Mechanic's exam. Such Journeyman shall be paid 85% of the Journeyman's rate for the first eleven (11) months following successful completion of the Mechanic's exam. Should the Union have no first year Journeymen that qualify for the 85% rate, the Employer may assign a 4th year Apprentice as the third man in such a three (3) man team. Any Apprentice assigned to such three (3) man teams shall perform all work assigned to him by the Journeymen and be paid 85% of the Journeyman's rate.

SECTION VI
Service Work

(A) DEFINITION OF SERVICE WORK

Service Work is defined as that service rendered under a contract between the Company and an owner or agent in which the Company provides regularly scheduled

inspection, cleaning, oiling and adjusting and/or including repair and replacement of parts for the purpose of maintaining the elevator, escalator, dumbwaiter and equipment outlined in Section IV Paragraph (a) in good operating condition. Service Work shall include response to unscheduled callbacks, emergency service and special contract service hereinafter described.

Service Work shall also include repair and replacement of parts and assemblies of an elevator, escalator or dumbwaiter because of normal wear, damage or deterioration.

(B) WORK ASSIGNMENTS

1. The following jobs have been identified as assignments to be performed by a team of Employees consisting of a service Mechanic and service Apprentice or two (2) Mechanics.

(a) Renewal of all ropes.
(b) Renewal of brake linings (except small machines).
(c) Shortening of all hoistway and counterweight cables.
(d) Replacement of any hoistway traveling cable.
(e) Safety tests, including adjusting and readjusting where test weights are required except where the test weights are equal to or less than the balance load and the adjustment does not take place in the hoistway outside of the car.
(f) Replacement of crosshead, counterweight or deflector sheave bearings.

(g) Rescoring of sheaves or drums.
(h) Replacement of machine worms and gears.
(i) Rebabbitting of bearings.
(j) All work of installing sound isolation.
(k) Realigning guide rails.
(l) Replacing crossheads, stiles, safeties or equalizers.
(m) Replacement or relocation of hall lanterns, corridor position indicators, hall push button stations and lobby panels.
(n) Escalators prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement.
(o) Complete hoistway cleandown.

2. The following jobs have been identified as assignments to be performed by a service Mechanic:

(a) Replacement of door hangers and door locks.
(b) Replacement of safety edge cables, detector cords, air cords, light ray cords and spirators (except for freight bi-parting doors).
(c) Rewiring car switches and selectors.
(d) Rewiring and replacement of limit switch due to normal wear.
(e) Replacement of automatic rail or track oilers.
(f) Replacement of door gibs.
(g) Replacement of hall button face plates.
(h) Escalator maintenance including shutdowns. Additionally, minor replacements that can be performed safely, requiring less than two (2) hours work (safely meaning the use of all safety

policies for escalators including lock out/tag out procedures).

(i) Wiring changes to controllers.

(j) Replacement of roller guides.

(k) All repairs on residential and Limited Use/Limited Access (LULA) elevators.

(l) Replacement or relocation of hall lanterns, corridor position indicators, hall push button stations and lobby panels if the fixture box is being relocated and work is either inside or outside the hoistway, the fixture box is being extended, and/or cover plates and attachments are being altered.

It is understood other work assignments not listed above may be one (1) or two (2) Employee assignments depending on the factor of safety. If any dispute should arise as to whether work is to be performed by one (1) or two (2) Employees, supervision's assignment shall be observed and the dispute shall be immediately referred to the arbitration procedure.

(C) ALL WORK IS TO BE PAID FOR AT RATES HEREINAFTER ESTABLISHED.

(D) WORK DAY & WEEK

For the purpose of establishing straight time working hours, the regular work day for service Employees shall be any eight (8) consecutive hours between 6 A.M. and 6 P.M. with an unpaid lunch period not to exceed one (1) hour, Monday through Friday.

be paid in full for each hour worked. The Company will provide a minimum of eight (8) hours work per day and forty (40) hours per week, except when sufficient work is not available, such Employee may be terminated.

It is further agreed, that the Company may utilize a starting time between 6:00 A.M. to 6:59 A.M. and/or between 8:01 A.M. to 9:00 A.M. provided the number of Employees assigned to these starting times does not exceed 12.5% of the Employees assigned to the Company's service department per office. Employees assigned to these starting times shall not be assigned for less than a work week.

(E) OVERTIME

1. Service department Employees shall be paid at time and one-half under the following conditions:

(a) All service work performed on overtime callbacks and service work performed by a single Mechanic.

(b) All service work performed by a team of Employees (as defined in (B)1.) after the completion of their regular shift, Monday through Friday up to 12 o'clock, Midnight.

(c) All service work performed by a team of Employees (as defined in (B)1.) between 8:00 A.M. and 12 o'clock, Midnight on Saturdays.

(d) All travel time outside of regular working hours.

2. Service department Employees shall be paid at double time under the following conditions:

(a) All service work performed by a team of Employees, i.e., Mechanic and Apprentices scheduled in advance by supervision between 12 o'clock, Midnight and 7:00 A.M., Monday through Friday.

(b) All service work performed by a team of Employees, i.e., Mechanic and Apprentices, scheduled in advance by supervision between 12 o'clock, Midnight on Saturday, and 7:00 A.M. on Monday.

(c) All service work performed by a team of Employees scheduled in advance by supervision on a paid holiday.

(F) EMERGENCY CALLBACKS

1. It is agreed that, in the mutual interest of the Company, Employee and the public, the Employee has a special obligation to accept assignment to an emergency callback during any hour of the day. It is understood that the obligation on the part of the Servicemen to make overtime callbacks is not intended to impose a mandatory obligation, but simply a mutual recognition of responsibility. The Company reserves the right to establish a list of all Service Employees and assign each to callback coverage periods, using volunteers where possible but assigning Employees as required to meet callback coverage needs.

2. When an Employee is assigned to an emergency callback at any hour of any day other than the single time hours specified under Paragraph (D) above, he is to be paid at a rate of one and one-half (1 1/2) times the single time rate for all hours worked and traveled. The Company shall reimburse the Employee for all mileage and out-of-pocket expenses incurred. Such expenses must be documented by appropriate receipts.

3. The Company shall have the right at its sole option to schedule service Employees on the night call list to work past the end of the Employee's scheduled work day, Monday through Friday. However, if an Employee is scheduled to work, he shall be scheduled to work six (6) hours. The rate of pay for such hours shall be one and one-half (1-1/2) times the service rate. He shall also receive time and one-half (1-1/2) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Employees shall take a meal period of one-half (1/2) hour. Such Employees shall be assigned to perform Service work when not answering callbacks; however, there shall be no restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall geographic boundaries apply.

4. In addition, the Company shall have the right at its sole option to schedule service Employees to work from 8:00 A.M. to 5:00 P.M. on Saturdays, Good Friday, Washington's Birthday, Columbus Day, or Veteran's Day. However, if an Employee is scheduled to work, he shall be scheduled to work eight (8) hours. The rate of pay for such hours shall be one and one-half (1-1/2)

times the single time rate. He shall also receive time and one-half (1-1/2) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Such Employees will exercise their initiative to perform Service work when not answering callbacks; however, there shall be no restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall geographic boundaries apply.

5. In those areas where the Company deems it not practical to utilize the option set forth in (3) above, the Company shall have the right, at its sole option, to schedule service Employees on the night call list to work past the end of the Employee's scheduled work day, Monday through Friday. However, if an Employee is scheduled to work, he shall be scheduled to work three (3) hours. The rate of pay for such hours shall be one and one-half (1-1/2) times the Service Rate. He shall also receive time and one-half (1-1/2) for time spent traveling home plus mileage and out-of-pocket expenses incurred. Employees shall take a meal period of one-half (1-1/2) hour. Such Employees will exercise their initiative to perform Service work when not answering callbacks; however, there shall be no restrictions on the character of Service work that the Service Employee(s) is to perform, nor shall geographic boundaries apply.

6. The Company shall have the right, at its sole option, to schedule and assign service Employee(s) to emergency callback service from 11:00 PM to 8:00 AM with one (1) hour lunch, Monday through Friday. These hours shall be the Employees' normal work hours. The

rate of pay shall be time and one-half the service rate for hours worked, and no travel time home shall be involved, nor mileage nor expenses. When not answering callbacks, there shall be no restrictions on the type of work that the Service Employee(s) is to perform. No geographic boundaries shall apply to assignments during this work period. Employee(s) will come from the normal night call list and shall work a maximum of thirty (30) day periods on a rotating basis, unless there are no interested Employees, in which case longer periods may be worked. In the event there are no interested Employees on the normal night call list to fill openings, the Company shall assign Employee(s) from the Service Department.

7. Employees assigned to work under Subparagraphs 3, 4 or 5 shall be paid for time spent traveling home plus mileage and out-of-pocket expenses incurred, however such traveling time shall not exceed one (1) hour.

(G) REMOVAL OF ALL MATERIAL

In the total rip out of old equipment where the reinstallation of elevator or escalator equipment has not yet been contracted, the work may be done by a Service Mechanic and as many as four (4) Apprentices at the respective service rate of pay provided two (2) of the Apprentices are experienced.

If the reinstallation has been contracted, or if the equipment is reused on a construction or modernization job, it shall be installed by construction or modernization Mechanics and Apprentices, whichever is applicable

4. The Company agrees that it shall furnish the Apprentice(s) with the tools and electronics necessary to complete his assigned tasks.

(I) UNIFORMS

In order to enhance customer satisfaction and insure professional appearance, Service Employees shall be required to wear complete Company furnished uniforms when working at customer premises (Employees are permitted to change into uniforms at the job site prior to starting work and out of the uniform after completion of the work day). Uniforms issued by the Company may not be altered in any way without the express approval of the Company.

(J) MECHANIC-IN-CHARGE (Foreman)

When five (5) or more men including the Elevator Constructor Mechanic-in-Charge are employed on a service job, one (1) shall be designated as the Mechanic-in-Charge of the job and shall have his hourly rate increased by twelve and one-half percent (12-1/2%) for all hours actually worked.

Under the direction of a Superintendent, the Mechanic-in-Charge shall have the right to assign and schedule work, direct the work force, assure the quality and efficiency of the assignment, and to enforce the safety practices and procedures on the job to which he is assigned by the Company

(H) SERVICE APPRENTICES

1. The Company may use sufficient Apprentices to perform Service Work as it deems necessary in the interests of efficiency and safety.

2. There shall be no restrictions on the character of work Apprentices may perform when working with a Mechanic. Service Apprentices may work alone and shall be assigned daily by supervision or by a Mechanic to one or more locations. If assigned by supervision, supervision shall notify the appropriate Mechanic or Mechanic-in-Charge of the location and nature of such assignment.

3. When working alone, the Apprentices shall be assigned on a day to day basis to one or more job locations. When working alone the Apprentices may perform only that work which he can perform safely and only such tasks that are within the Apprentice's capabilities. Such tasks shall include the following list and other, well defined tasks: cleaning, oiling, greasing, painting, changing brushes, fixture maintenance, observing the operations of equipment, relamping, replacing combplate teeth, replacing carbons, contacts and shunts (not to include soldered contacts or shunts), replacing door gib inserts and similar work as required.

(K) SPECIAL CONTRACT SERVICE (Double Shift)

1. Special Contract Service is defined as the service to be rendered on a single building or group of buildings where the Company's contracts require continuous service during sixteen (16) hours (two shifts) (2) per day and six (6) days per week, Monday through Saturday.

2. Men assigned to each of the double shifts shall work eight (8) hours per day and six (6) days per week - total forty-eight (48) hours. They shall be paid for fifty-two (52) hours per week at single time rates.

3. If because of a holiday when no work is performed, or for any other reason, a man assigned to shift work works less than forty-eight (48) hours, he shall be paid for all hours worked at straight time rate plus a four (4) hour bonus.

4. When only two (2) men are assigned to double shift work both men will be Mechanics.

5. When more than two (2) men are assigned, the third and fourth man may be an Apprentice.

6. If more than four (4) men are assigned, each additional odd man must be a Mechanic.

(L) FIVE DAY CONTRACT SERVICE

1. Five (5) Day Contract Service is defined as the service to be rendered on a single building or group of buildings where the Company's contracts require continuous service during sixteen (16) hours (two shifts) per day and five (5) days per week, Monday through Friday.

2. Employees assigned to work 8:00 AM to 4:00 PM shall be paid at the straight time service rate. Employees assigned to work 4:00 PM to 12:00 AM shall be paid at the straight time service rate with an eight (8) hour bonus.

3. If, because of a holiday when no work is performed, or absence due to a bona fide illness, or for any other reason beyond his control, an employee assigned to work 4:00 PM to 12:00 AM, works less than forty (40) hours, such employee shall be paid for all hours worked at straight time rate plus an eight (8) hour bonus.

4. When only two (2) Employees are assigned to day/night contract service, both Employees will be Mechanics.

5. When more than two (2) Employees are assigned, the third and fourth may be an Apprentices.

6. If more than four (4) Employees are assigned under this provision, each additional odd Employee must be a Mechanic.

(M) NEWARK, NEW JERSEY

There shall be no travel expense for Employees working on Service in the Newark area, within a four (4) mile radius of Newark City Hall.

(N) HOLIDAYS

If an Employee works on any paid holiday, he shall be paid time and one-half plus holiday pay for such days worked. Employees scheduled for a team assignment as outlined in paragraph (B) herein, shall be paid double time plus holiday pay for such days worked.

Service Employees shall work on a holiday when required by the Company provided; however, in scheduling Employees to work on any of the paid holidays, the Company will give due consideration to the wishes of the Employees.

(O) TRAVEL EXPENSE

1. There shall be no travel expense by Employees working on maintenance in any area that is not more distant from City Hall than any of the $20 zones listed in Appendix A of this Agreement. In the more distant areas, the present practices will be continued.

2. Except as provided in Paragraph one (1) of this Section, it is understood there will be no travel time, no expense and no mileage paid for travel from home to the first job, nor from the last job to home.

3. Service mechanics covered by Section VI Service Work, when authorized by the Company to use their personal vehicles on Company business, shall receive an allowance of ten dollars ($10.00) (Apprentices shall receive five dollars ($5.00) for a twenty four (24) hour period. This allowance includes cartage and is the only travel related reimbursement other than per diem and cents per mile traveled, and it shall not be made to Employees using Company vehicles. An additional $20.00 shall be paid to Mechanics ($20.00 for Apprentices) using their personal vehicles for a round trip delivery of landing blocks/rope kits, test weights, hoist motors, generator armatures, car/hoistway doors, five (5) gallon cans of oil or cleaning compound or three (3) ton or more chain falls.

4. Employees who are provided with a Company vehicle and who are regularly assigned to two (2) man service jobs (as defined in (B) 1.) shall not be entitled to zone pay as set forth in Appendix A. Employees will use Company vehicles when provided by the Company.

5. Employees who utilize their personal vehicles will continue to receive such zone pay as they have in the past.

6. Employees assigned to work listed in Section (F) Callbacks Subsections (3), (4) and (5) and any other similar type assignments will receive a maximum of one (1) hour travel in lieu of the travel time specified in any agreement prior to June 30, 1993. Any Employee entitled to receive pay for time spent traveling shall

receive no more than two (2) hours' pay for round trip travel (barring unusual circumstances).

SECTION VII
Effective Date - Wage Rates Termination

(A) This Agreement expires at 11:59 p.m. March 16, 2009.

(B) The straight time working hours during the term of this contract are as follows:

CONSTRUCTION – 7, 8

NEW CONSTRUCTION AND MODERNIZATION IN EXISTING BUILDINGS – 8

SERVICE - 8

(C) The straight time hourly rates of pay* for all Employees are listed in
APPENDIX "A".

*The hourly rates are subject to reduction depending on the additional contributions required in the Health Plan, Pension Plan, Education Plan, the Annuity/401(k) Plan or other Plans the parties may adopt which require additional contributions.

(D) ANNUITY AND 401(k) PLAN

1. The Company & International Union of Elevator Constructors, Local No. 1 (Local 1) do hereby agree to continue the Annuity and 401(k) Plan (hereinafter referred to as the Annuity Plan) administered by a board of six (6) Trustees, three (3) appointed by the Company's and three (3) appointed by Local 1. The Annuity Plan known as the International Union of Elevator Constructors, Local No. 1 Annuity and 401(k) Plan provides annuity benefits for Elevator constructor Mechanics and Apprentices.

2. The Board of Trustees has adopted a Restated Agreement and Declaration of Trust and Annuity Plan, which is a part of this Agreement and binding on all parties.

The Annuity Plan is financed by contributions from ThyssenKrupp Elevator Corporation and other Companies with whom the Union has collective bargaining agreements and by elective contributions of Employees of Companies signatory to an Agreement. Beginning July 1, 1975 and continuing throughout the period of this collective bargaining Agreement, the Company agrees to make contributions on behalf of their Elevator Journeymen and Apprentices as herein below set forth:

(a) Total contribution* for Journeymen and for Apprentices and Helpers with an industry date before March 17, 2000 for Each Full "Worked Hour"

(b) Total Contribution* for Apprentices with an industry date of March 17, 2000 and thereafter for Each Full "Worked Hour":

First year Apprentice: fifty percent (50%) of the contribution rate for Journeymen in the department where the Apprentice is working (following completion of the Probationary Period).

Second year Apprentice: fifty five percent (55%) of the contribution rate for Journeymen in the department where the Apprentice is working.

Third year Apprentice: sixty five percent 65% of the contribution rate for Mechanics in the department where the Apprentice is working.

Fourth year Apprentice: seventy five percent (75%) of the contribution rate for Mechanics in the department where the Apprentice is working.

Temporary Mechanic: eighty five percent (85%) of the contribution rate for Mechanics in the department where the Temporary Mechanic is working.

*See Appendix "A" for actual contribution rates.

Wage Rates and Annuity Contributions for Apprentices and Helpers may be adjusted periodically on the anniversary date of this collective bargaining agreement to assure compliance with IRS Reg.415 requirements.

Hours worked do not include hours paid for vacations, holidays and travel time outside of normal working hours except those overtime travel hours which occur between continuous emergency callbacks.

3. Payment of the Company contributions shall be made by the end of the month following the month for which they are due.

4. In no event shall the contribution rate of any Company exceed the lowest contribution rate paid by any other contributor to the Annuity Plan for the type of work covered by this Agreement.

5. The Company contributions currently provided for in the Agreement shall be designated profit-sharing contributions. Said contributions shall be the Company's sole financial obligation to the Annuity Plan. The Company shall not make contributions to the 401(k) accounts of employees other than forwarding to the Plan the wages by which Employees have reduced their salaries.

6. The Company agrees to withhold from the wages of Employees, pursuant to a Wage Reduction Agreement approved by the Trustees, wages in any whole percentage of wages payable in each payroll period but not less than one percent (1%) nor more than four percent (4%) for Mechanics and not less than one percent (1%) nor more than one percent (1%) for Apprentices. The amount by which an Employee's salary is so reduced shall be referred to as an Elective Contribution. The Company's

will make such Elective Contributions to the Annuity Plan in an amount equal to the total amount by which the Employee's wage from the Company was reduced pursuant to the Wage Reduction Agreement. The Company's shall make said payments monthly together with the Annuity Plan contributions together with such forms as the Trustees may require.

7. It is expressly understood and agreed by the parties that all expenses incurred in the establishment and ongoing administration of the Annuity Plan shall be the expenses of the Plan and not the obligation of the Company's. In the event that any Company incurs added expenses because of the inclusion of a 401(k) feature and the amendment of the Annuity Plan to be a profit-sharing plan, then in that event, the Union agrees to a reduction in wages, benefit contributions or other economic terms of the Agreement equal to the amount of expenses incurred by said Company or Companies. The type of reduction is subject to agreement between the parties. If the parties are unable to agree on where the reduction shall be made, the matter will be submitted to arbitration in accordance with the Agreement.

(E) EDUCATIONAL FUND

The Joint Apprentice Committee shall be continued consisting of three (3) representatives from the Association and three (3) representatives from the local Union.

The Joint Apprentice Committee shall be responsible for providing a program for educating and training Elevator Constructor Journeymen and Apprentices in the local Union area in conjunction with the National Elevator Industry Educational Program. Such program shall be under the sole and exclusive direction of the Joint Apprentice Committee.

The National Elevator Industry Education Program shall be financed by contributions by Companies as provided. Upon the effective date of this Agreement, the Company agrees to pay and contribute to such Fund twenty four cents ($.24) per hour for each hour of work performed by all Elevator Constructor Journeymen, JIT's and Apprentices. The twenty four cents ($.24) hourly contribution shall increase annually. The thirteen cents ($.13) Company contribution effective March 17, 2005 will not be deducted from the hourly wage and fringe package of the elevator constructor. Any future increase to the thirteen cents ($.13) to the Company contribution is their sole responsibility. The existing twenty-four cents ($.24) contribution plus the additional thirteen cents ($.13) will become the base thirty seven cents ($.37) hourly contribution and shall increase annually. The amount of the Company contribution and will be as follows:

Effective Date	Amount of Increase	Hourly Contribution Rate
3/17/05	$0.03	$0.37
3/17/06	$0.03	$0.40
3/17/07	$0.03	$0.43
3/17/08	$0.03	$0.46

Payment of said contributions shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any Company contributor to the Fund.

No contributions shall be made during the six (6) months probationary period on behalf of probationary employees unless otherwise provided by the NEIEP Trustees.

If the Companies are required for any reason to increase the Companies' contribution to the National Elevator Industry Educational Program, then the amount of such additional Company contribution shall serve to reduce the effective wage rate set forth in Section VII (B) of this Agreement in an amount adjusted to reflect such increased Company contribution and its effect upon the wage rate.

(F) Local No.1 Education and Training Fund

1. The Local 1 Education and Training Fund (the Fund) shall provide a program for the education and training of

Apprentices and shall be funded by a Company contribution of ten cents ($.10) per hour worked.

2. The Fund shall be governed by a written Agreement and Declaration of Trust and administered by a Board of Trustees, three (3) of whom shall be appointed by the Union and three (3) appointed by the Companies two (2) by EMANY and one (1) by Otis in accordance with, and so provided in, the governing documents of the Fund and subsequent amendments thereto. The Agreement and Declaration of Trust shall become a part of this Agreement and binding on all parties signatory to this Agreement.

SECTION VIII
Arbitration

(A) Step 1. If an Employee has a complaint about the application of any portion of this Agreement, the Employee shall first discuss the issue with his/her supervisor and/or business agent within ten (10) days after the cause of the grievance is known or should reasonably have been known. The Employee's Supervisor shall respond, either verbally or in writing to the grievant no later than three (3) business days after this discussion.

(B) Step 2. If the grievance is not resolved by Step 1 of this process, or if the Union wishes to file a grievance involving more than one Employee, Local One shall submit the grievance, in writing, to the Company. The written grievance shall specify the nature of the

grievance and the provision(s) of the Agreement alleged to have been violated and shall be submitted within ten (10) business days after the conclusion of Step one (1) or within ten (10) days after the cause of the grievance is known or should reasonably have been known, whichever occurs later in time.

Similarly, if the Company alleges Local One has violated the Agreement, the Company shall submit in writing specifying the nature of the grievance and the provision(s) of the Agreement alleged to have been violated to the Business Manager of Local One within ten (10) business days after the cause of the grievance is known or should have reasonably been known.

Grievances concerning the discharge, for cause, of an Employee shall be initiated at this Step (Step 2) of the process. The grievance shall be submitted in writing by Local One to the Company within ten (10) business days after the Employee's discharge.

Representatives of the Company and Local One shall meet within ten (10) business days of the receipt of a written grievance as outlined in this Step to discuss the grievance(s) and any other outstanding issues which the parties agree to discuss. If the parties cannot agree on a resolution to the grievance, the matter shall be taken to Step 3.

(C) Step 3. If the grievance is not resolved after such discussions, or if the responding party does not advise the other party of the disposition of the grievance, either

the Company or Local One may submit the grievance at the next regularly scheduled meeting of the New York Arbitration Committee.

The New York Arbitration Committee shall consist of three (3) representatives of ThyssenKrupp Elevator Corporation and three (3) representatives of Local One. It is agreed that the New York Arbitration Committee shall meet on the second Wednesday of each month to consider unresolved grievances. If either party believes that there is not sufficient reason to hold such meeting, then either party may cancel the next scheduled monthly meeting by notifying the other party of its desire to cancel such meeting by giving five (5) working days notice.

(D) Step 4. If the New York Arbitration Committee is unable to reach a decision, or is deadlocked on the grievance or fails to meet as described above, then either the Union or the Company may, within ten (10) working days, submit the grievance to arbitration under the rules and procedures of the American Arbitration Association which shall designate an impartial arbitrator and conduct the arbitration hearing in accordance with its procedures.

All such submission of grievances to arbitration shall be to the American Arbitration Association in New York City. Failure to process the issue to arbitration within the foregoing ten (10) day period shall result in the issue being considered null and void.

It is understood that neither the New York Arbitration Committee nor an arbitrator shall have the power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

(E) In the interests of labor harmony, either the Company or Local One may request that a particular grievance be given special handling. If such handling is requested, the Step 2 meeting outlined above shall occur within three (3) business days after the receipt of the written grievance. If it cannot be resolved at this meeting, the complaining party may request arbitration as described in Step 4.

(F) Discharge Grievances Expedited Impartial Arbitration. Recognizing the special nature of cases involving the discharge of an Employee, the parties agree that such case(s) shall be handled as follows:

a) Any discharge grievance not resolved at Step 2 meeting may immediately be referred by either party. Such grievance need not wait to be placed on the agenda of the scheduled New York Arbitration Committee, but rather shall be discussed, either in person or by telephone, by the parties within ten (10) working days of the referral from Written Step 2. The parties shall make an earnest effort to resolve their differences at this meeting, but failing such agreement either party may request immediate, expedited impartial arbitration.

(b) Within ten (10) working days of a request of either party for impartial arbitration, the parties shall select an arbitrator from the following panel of arbitrators:

- Martin Scheinman, Esquire
- Jack D. Tillem, Esquire
- Robert E. Light, Esquire
- Elliot Shriftman
- Richard Adelman

The parties shall select one of the above arbitrators after taking them in order and determining which arbitrator will be able to schedule a hearing at the earliest possible available date. Unless the parties agree otherwise, the arbitration hearing shall be held before such arbitrator at the earliest date on his schedule when the discharge grievance can be held. Post hearing Briefs may be submitted to the arbitrator within two (2) weeks of the conclusion of the hearing and the arbitrator shall render his Award within two (2) weeks of the submission of Briefs. Post hearing Briefs may be waived by mutual agreement of the parties.

The parties shall retain the right to mutually agree to remove any of the arbitrators from the panel and appoint a mutually agreeable replacement.

Should an arbitrator named in the panel be unwilling to accept an assignment to the panel or for any reason is unable to continue to serve on the panel, the parties shall appoint a mutually agreeable replacement.

SECTION IX
Employee Grievances

Should any Employee have a grievance based upon a disciplinary action of the Company (including a disciplinary discharge) or a discriminatory transfer or reduction of status, such grievance shall be taken up by the Union under the Grievance Procedure set forth in Section VIII above.

SECTION X
Strikes and Lockouts

1. It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, there shall be no lockouts or strikes, including concerted refusals to work overtime.

2. No strike will be called against the Company by Local No. 1 unless the strike is approved by Local No. 1 International Union of Elevator Constructors. Sufficient notice shall be given to the Company before a strike shall become effective. Except in the case of Service Work as specified in Section VII of this Agreement, work stoppages brought about by picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Section.

3. In the event of a strike, work stoppage or Journeymen lockout affecting and Apprentices on New Construction or Repair Work, men working on Service shall not be

affected by such strike, work stoppage or lockout and the Union will supply competent men to the Company to do all work covered under Service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

SECTION XI
Complete Agreement

This Agreement constitutes the complete agreement between the parties and there is no oral agreement which exists between them.

In witness whereof, the parties hereunto subscribe their names and affix their seals the day and year set forth below.

Signed, sealed and delivered in the presence of:

Local One International Union of Elevator Constructors Negotiating Committee

Raymond Hernandez	President/Business Manager
Lenny Legotte	VP/Business Agent
Fred McCourt	VP/Business Agent
Ed Krull	VP/Business Agent
Bob Stork	VP/Business Agent
Anthony Carudo	Secretary Treasurer
Gary Riefenhauser	Day Secretary

ThyssenKrupp Elevator Corporation

Michael R. McIntire
J. P. Heaney
Robert Isabelle
W. Lee Ingram Jr.
Peter Mercorella
Richard Messina
Clint Miller

APPENDIX "A"

03/17/05	Wage	Health	Pension	NEIEP	Annuity	WPF	Ed&Trng
CONST MECH.	41.970	7.275	3.420	0.370	5.400	0.100	0.100
50% Probationary	18.950						
50% Apprentice	18.950	7.275	3.420	0.370	2.700	0.100	0.100
55% Apprentice	23.080	7.275	3.420	0.370	2.970	0.100	0.100
65% Apprentice	27.280	7.275	3.420	0.370	3.510	0.100	0.100
75% Apprentice	31.480	7.275	3.420	0.370	4.050	0.100	0.100
03/17/06							
CONST MECH.	43.990	7.775	3.940	0.400	5.900	0.100	0.100
50% Probationary	19.830						
50% Apprentice	19.830	7.775	3.940	0.400	2.825	0.100	0.100
55% Apprentice	24.190	7.775	3.940	0.400	3.133	0.100	0.100
65% Apprentice	28.590	7.775	3.940	0.400	3.748	0.100	0.100
75% Apprentice	32.990	7.775	3.940	0.400	4.363	0.100	0.100
03/17/07							
CONST MECH.	45.980	8.525	4.210	0.430	6.650	0.100	0.100
50% Probationary	20.700						
50% Apprentice	20.700	8.525	4.210	0.430	3.200	0.100	0.100
55% Apprentice	25.290	8.525	4.210	0.430	3.545	0.100	0.100
65% Apprentice	29.890	8.525	4.210	0.430	4.235	0.100	0.100
75% Apprentice	34.490	8.525	4.210	0.430	4.925	0.100	0.100

03/17/08	Wage	Health	Pension	NEIEP	Annuity	WPF	Ed&Trn
CONST MECH.	48.190	9.275	4.480	0.460	7.400	0.100	0.100
50% Probationary	21.660						
50% Apprentice	21.660	9.275	4.480	0.460	3.575	0.100	0.100
55% Apprentice	26.510	9.275	4.480	0.460	3.958	0.100	0.100
65% Apprentice	31.330	9.275	4.480	0.460	4.723	0.100	0.100
75% Apprentice	36.160	9.275	4.480	0.460	5.488	0.100	0.100
03/17/05							
SVCEMODMECH.	33.815	7.275	3.420	0.370	5.250	0.100	0.100
50% Probationary	18.950						
50% Apprentice	18.950	7.275	3.420	0.370	2.625	0.100	0.100
55% Apprentice	18.600	7.275	3.420	0.370	2.888	0.100	0.100
65% Apprentice	21.980	7.275	3.420	0.370	3.413	0.100	0.100
75% Apprentice	25.360	7.275	3.420	0.370	3.938	0.100	0.100
03/17/06							
SVCEMODMECH.	35.330	7.775	3.940	0.400	5.750	0.100	0.100
50% Probationary	19.830						
50% Apprentice	19.830	7.775	3.940	0.400	2.750	0.100	0.100
55% Apprentice	19.430	7.775	3.940	0.400	3.050	0.100	0.100
65% Apprentice	22.970	7.775	3.940	0.400	3.650	0.100	0.100
75% Apprentice	26.500	7.775	3.940	0.400	4.250	0.100	0.100

03/17/07	Wage	Health	Pension	NEIEP	Annuity	WPF	Ed&Trn
SVCEMODMECH	36.800	8.525	4.210	0.430	6.500	0.100	0.100
50% Probationary	20.700						
50% Apprentice	20.700	8.525	4.210	0.430	3.125	0.100	0.100
55% Apprentice	20.240	8.525	4.210	0.430	3.463	0.100	0.100
65% Apprentice	23.920	8.525	4.210	0.430	4.138	0.100	0.100
75% Apprentice	27.600	8.525	4.210	0.430	4.813	0.100	0.100
03/17/08							
SVCEMODMECH	38.460	9.275	4.480	0.460	7.250	0.100	0.100
50% Probationary	21.660						
50% Apprentice	21.660	9.275	4.480	0.460	3.500	0.100	0.100
55% Apprentice	21.150	9.275	4.480	0.460	3.875	0.100	0.100
65% Apprentice	25.000	9.275	4.480	0.460	4.625	0.100	0.100
75% Apprentice	28.840	9.275	4.480	0.460	5.375	0.100	0.100

APPENDIX "B"
Travel Expense

1. Long Island Expense

(a) Zone one (1) fifteen dollars ($15.00) per worked day:

(1) In Queens:

Any new construction project having fifteen (15) or more units or any two (2) man service job that takes eighty (80) hours forty (40) team hours or more to perform in that area bordered on the West by a line running from the Whitestone Bridge South on the Whitestone Expressway to the Van Wyck Expressway to the Belt Parkway, East on the Belt Parkway to Rockaway Boulevard, East on Rockaway Boulevard to the Nassau County line; and on the East by the Queens-Nassau County Line South to Rockaway Boulevard; and

(2) In Nassau County:

that area bordered on the East by the Nassau-Suffolk County line and on the West by the Queens-Nassau County line and including all of John F. Kennedy International Airport and all of the Rockaways in Queens.

(b) Zone two (2) twenty dollars ($20.00) per worked day:

that area bordered on the West by Zone one (1) and on the East by a line extending from Long Island Sound South to the intersection of Route 25A and Route 46 (William Floyd Parkway), South on Route 46 to the Atlantic Ocean.

2. Staten Island Expense

Zone one (1) fifteen dollars ($15) per worked day: all of Staten Island

3. Westchester County Expense

(a) Zone one (1) fifteen dollars ($15) per worked day: that area bordered on the south by the New York City - Westchester County line and on the North by a line beginning at the Tappan Zee Bridge East on Route 287 to Route 95 and East on Route 95 to the Connecticut State line.

(b) Zone two (2) twenty dollars ($20.00) per worked day: that area bordered on the South by Zone one (1); and on the North by a line beginning on the East at the intersection of Route 35 at the Connecticut State line, West on Route 35 to Route 202/35, West on Route 202/35 to Route 202/6, West on Route 202/6 to the Bear Mountain Bridge.

4. Rockland County Travel Expense

(a) Zone one (1) fifteen dollars ($15.00) per worked day: that area bordered by a line beginning on the North by Route 287, beginning at the Tappan Zee Bridge, West on Route 287 to Route 304, South on Route 304 to the New York-New Jersey State line, East on the New York-New Jersey State line to the Hudson River.

(b) Zone two (2) twenty dollars ($20.00) per worked day: that area bordered by a line beginning at the Bear Mountain Bridge, West on Route 6 to the Palisades Parkway, South on the Palisades Parkway to Route 287, East on Route 287 to the Tappan Zee Bridge.

5. New Jersey Expense

(a) Zone one (1) fifteen dollars ($15.00) per worked day: that area bordered on the east by a line beginning at the intersection of Route 503 at the New York-New Jersey State line, South on Route 503 to Route 80, West on Route 80 to the Garden State Parkway, South on the Garden State Parkway to Route 82 (Morris Avenue), East on Route 82 to Route 439, East on Route 439 to the Goethals Bridge; and on the West by a line beginning at the New York-New Jersey State line at Route 287 South on Route 287 (or the Route 287 Right of Way) and East on Route 287 to Route 440, East on Route 440 to the Garden State Parkway, South on the Garden State Parkway to the Raritan Bridge, East on the Raritan River to Raritan Bay.

(b) Zone two (2) twenty dollars ($20.00) per worked day:

(1) In North Jersey:
that area bordered on the East by Zone one (1); and on the West by a line beginning at the New York-New Jersey State line at Route 94, South on Route 94 to the intersection of Route 206, South on Route 206 to Route 287; and

(2) In South Jersey:

that area bordered on the North by Zone one (1) and by a line beginning at the intersection of Route 287 and Route 527, East on Route 527 to the intersection of Route 18, East on Route 18 to the Middlesex - Monmouth County line, North along the Middlesex - Monmouth County line to Raritan Bay.

APPENDIX "C"
Decisions of The Joint Industry Committee

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 1987. The Company and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV (A) during negotiations for the present Agreement.

1. Wiring of Car Stations

After due consideration of all information that the Executive Board could gather back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

2. Pre-Drilled Overhead Beams

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

3. Pre-Wiring of Controllers

On the protest registered over the pre-wiring of controllers, the Employers agreed that the pre-wiring of cross connections on controllers would be discontinued and in the future, auxiliary panels would go out without any leads for any wiring on them.

The Employers further agreed that there would be no objections to a local removing the wiring, and replacing it, until the situation is corrected.

4. Multi-Wire Cable

The ruling of the Board was that the use of multi-wire cable has become prevalent throughout the Industry and they can find no objection to its use.

5. Key Hole Slots

A review of past decisions and precedent established the fact that it had been previously agreed that the key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells, are not a violation of Article IV of the Standard Agreement.

When door closer arms, lazy arms, or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site, pre-drilled or tapped for such devices as referred to in this paragraph, doors will not be installed until a satisfactory settlement between the Employer and the Union is made.

6. Escalators

It is agreed that the escalator truss or parts of truss may be used as a shipping container for escalator

components, such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Par. 2, Item C for additional information.

7. Extended Wiring on Controllers

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory, provided, however, that the other end of such extended wiring is not prepared for connections.

8. Plug-In Connections Door Protection

Prepared plug-in connections for door protection devices such as furnished on the photocell protection device is not a violation of Article IV of the Standard Agreement

9.DMR Plug-In Connection

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose ends unprepared for field connection by the Elevator Constructor.

It is agreed that the Employers will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 1964, will be prepared as described in the above paragraph.

10.Car Door Operators

Haughton Type 'T' and 'TH' and Westinghouse type 'E' and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11.Wood Flooring

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field, the work shall be done by Elevator Constructors.

12. Door Operators

(1) The pattern for the Industry, for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint Industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9-12, 1963.

Exhibit 'A' (Haughton 'T' Operator as per photo dated 12-13-67).

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'B' (Haughton 'TH' Two-Speed Operator as per photo dated 12-13-67).

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'C' (Haughton 'TH' Center-opening Operator as per photo dated 12-13-67).

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'D' (Westinghouse 'E' Line Operator as per photo 500-581A, dated 12-13-67).

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic locks shall be removed

Exhibit 'E' (Dover Operator per photo dated 12-13-67).

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

13. Pre-Assembling of Machine to Machine Beams (Armor Elevator Company)

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Paragraph 2, sub-item "g" of the Standard Agreement by the method of pre-assembling the machine to the machine beams and the pre-drilling of the governor mounting plate.

14. Holes Drilled in the Factory for the Mounting of Sight Guards

Holes drilled in the factory for the mounting of sightguards shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required), shall be done in the field by Elevator Constructors.

15. Type M Hoistway Door Track Assembly (Haughton Elevator Company)

It was mutually agreed that the spirator would be removed and that the pre-drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

16. Pre-Fastening Booster or Blocking Beams to Machine Beams (General Elevator Company of Baltimore)

The Joint Industry Committee finds that General Elevator of Baltimore method of pre-fastening booster or blocking beams, as established and shown on Exhibit 'A' entitled "Standard Machine Beam Detail with Booster Beam" dated May 7, 1968 is not a violation of Article IV.

17. Dover Leveling Switches

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

18. Westinghouse and Otis Basement Machines

Westinghouse Basement Type #28 Geared Machine with deflector sheave attached as per DS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6588G are not in violation of Article IV of the Standard Agreement.

19. Top Emergency Exit Switches (Otis)

It was agreed that the switch could be removed in the field and remounted.

20. Otis Integral Hanger

That the primary function and responsibility of both the Union and the Industry is to assure a safe, reliable and workmanlike installation as regard door equipment. The Employers agree that they cannot object to the dismantling of components if such becomes necessary to accomplish this.

(It continues:) There has been some question on interpretation of this clause, therefore, it has been agreed that the application of this decision requires that the Mechanic-In-Charge use his discretion with regard to removal of the hanger bar to accomplish the stated objective. Management Supervisors should not be critical or attempt to penalize the mechanic for using such discretion but if he questions the decision, it should be adjusted between the Construction Manager and the Local Business Representative.

At the 1954 meeting of the International Executive Board and the Manufacturers' Labor Committee, it was mutually agreed that:

The Executive Board believes that when Article IV, Paragraph 8, that states "No restrictions shall be imposed as to methods, tools, or equipment used" was written in the Standard Agreement, neither party, at the time, had in mind lethal tools, therefore, we believe the members of the International Union have a perfect right to refuse to use explosive powered tools.

21. Cargo Masters 500 lbs. up to 1000 lbs.

All door assembly units must be removed before installation of car.

Pre-wiring of Cargo Master to be limited to door and ejector operation.

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs. to 1000 lbs. as manufactured by Guilbert, Inc., and are not to be applied to the D/W provision of Article IV, Paragraph 3, Item 3, of the Standard.

APPENDIX "D"
ARTICLE IV Work Jurisdiction

Par. 1. It is agreed by the parties to this agreement that all work specified in Article IV shall be performed exclusively by Elevator Constructor Mechanics and Elevator Constructor Apprentices in the employ of the Company.

Par. 2. (a) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), compressed air and hand power.

(b) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, step chains and steps installed and permanently aligned.

2. Balustrade brackets may be shipped attached but not aligned.

3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by elevator constructor mechanics and Apprentices either before or

after the truss or truss sections are joined and/or hoisted and placed in permanent position [as per Section IV (H) and Section V (G)], this includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics and Apprentices

(c) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

(d) The erecting of all guide rails.

(e) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

(f) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

(g) The setting of all templates.

(h) All foundations, either of wood or metal that should take the place of masonry.

(i) The assembly of all cabs complete.

(j) The installation of all indicators.

(k) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.

(l) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.

(m) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.

(n) The drilling of doors for mounting of closing devices.

(o) The drilling of angle supports for mounting of closing devices except one template hole.

(p) The drilling of sills for sill trips.

(q) The operating of temporary cars.

(r) The setting of all elevator pressure open or pit tanks.

(s) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

(t) All air cushions with the exception of those built of brick or those put together with hot rivets.

Par. 3. (a) Nothing contained in Article IV shall preclude an Company from pre-assembling and prefabricating the following:

(1) Temporary elevators

A temporary elevator is defined as a non-permanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the jobsite in connection therewith shall be performed exclusively by Elevator Constructor Mechanics and Apprentices

(2) Residence elevators

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

(3) Dumbwaiters

(4) Dock elevators

(5) Parking garage elevators (such as Paternoster, Pigeon Hole or similar types of elevators).

(6) Apartment house elevators

Apartment house elevators shall mean an elevator installed in a multi-unit, multi-family structure, (excluding condominiums) but not to exceed three (3) stories in height (i.e. 35 ft.) and the elevator shall not make more than three (3) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect solid state components of the elevator systems limited to:

Solid state controllers,
Power conversion modules,
Speed and position monitoring devices,
Load measuring devices,
Digital data components,
Hall lanterns,
Hall buttons,
Position indicators.

(solid state to solid state only), and to connect any component in and on the car excluding traveling cable). When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connecting and/or coupling devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in the paragraph.

(8) Landing door entrance assemblies which will be limited to struts, sills, headers, frames and associated hardware for installation purposes; door header including tracks, hangers, and all related devices (adjusting and aligning to be done in the field).

(9) Limited Use/Limited Access Elevators which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1. Limited Use/Limited Access Elevators and residence elevators may be installed in the most economical fashion provided there is no factor of safety involved. No zone expense shall be paid for such work.

(10) Stairway chair lifts and wheelchair lifts shall be installed in the most economical fashion by a mechanic, or a mechanic and apprentice, provided there is no factor of safety involved.

(11) Car top inspection station which may only include pre-wired service light, gate switch, and inspection station.

(a) Pre-wired canopies with lights and fans

Par. 3. (b) It is understood and agreed that the preassembly and/or prefabrication of electric walks, travelators, speed ramps or similar type of moving walks, (limited to 15 1/2 incline per ANSI Code), shall include the following:

(1) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.

(2) Truss sections with tracks installed and aligned.

(3) Balustrade brackets may be shipped attached but not aligned.

(4) Setting of all controllers and all wiring and conduit from controllers.

Work to be done in the field shall include setting and aligning of truss sections and supports, setting controllers, all wiring and conduit from the controller, installation of pallets (platform and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

Par. 9. No restrictions shall be imposed as to methods, tools or equipment used.

APPENDIX "E"

LETTERS of UNDERSTANDING

June 10, 2005

Upon ratification by a majority vote of the members prior to June 27, 2005, Employees shall be paid a one-time bonus of $2250.00 less normal deductions in equal installments in the first and second payroll periods after ratification. Such bonus shall be paid by the elevator company whose Employees are represented by Local No. 1, IUEC and for whom the Employee last worked prior to ratification.

The signing bonus shall not apply to the Employee of any Employer who has terminated that Employee for just cause prior to the date of ratification.

Effective 12:01 A.M. on the day after ratification by a majority vote the members, EMANY companies will end the lockout and use bargaining unit Employees to perform bargaining unit work as required by the new Collective Bargaining Agreement.

Raymond Hernandez	Michael R. McIntire
IUEC Local No. 1	ThyssenKrupp Elevator Corp.

Mr. Ray Hernandez
IUEC Local No.1
47-24 27th Street
Long Island City, NY 11101

RE: Emergency Call-Back in Hazardous Areas

Dear Mr. Hernandez:

By means of this letter, the Letter of Understanding entitled *"Emergency Call-Backs in Hazardous Areas"* is modified as follows:

An Employer representative and representative of Local No. 1 will meet and evaluate the need for an additional person on a job-to-job basis, taking into consideration such factors as the level of crime in the area and the security at the jobsite. When it is mutually agreed that a second individual is required for an emergency callback, it is agreed that the second person may be an Employee: Journeyman or Apprentice who shall be assigned by the Employer: armed security personnel or law enforcement personnel.

In addition to the foregoing, should an Employee respond to a callback and upon arriving at the jobsite determine that he would in jeopardy he should contact his supervisor for instructions.

Should there be any dispute as to the application of Paragraph 1 or 2, the dispute may be submitted by either party to the Grievance and Expedited Arbitration procedure

Sincerely,

Agreed:

Raymond Hernandez	Michael R. McIntire
IUEC Local No. 1	*ThyssenKrupp Elevator Corp.*

July 1, 1996

Mr. John G. Green, President
IUEC Local No. 1
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the agreement between IUEC Local No. 1 and Elevator Manufacturers' Association of New York, Inc. to be effective July 1, 1990 it was understood and agreed that the Employer reserves the right to review with the Union, technological changes to product designs which may necessitate additional plug connector applications during the term of this contract.

Very truly yours,

E. James Walker, Jr.
Executive Director

July 1, 1996

It has been the intention of the parties to develop a highly skilled Service workforce that can perform a broad range of tasks. The Employers agreed to pay a wage premium to gain greater flexibility in the assignment of Service Work. The parties understood that this would not be immediately accomplished but agreed to expose service employees to a greater variety of such work by assigning them to a broader variety of assignments. Such assignments might have included work that had been performed previously by Service teams.

Inasmuch as several years have passed since the parties agreed to this change and, inasmuch as Employees have enjoyed this additional wage premium during this period while the Employers have enjoyed limited use of the privileges of assignment of Service Employees; the parties agree that on the effective date of this collective bargaining agreement all prior agreements limiting the assignment of Service Employees are terminated.

Employees assigned to work in Service as defined in Section VI of this agreement can be assigned by the Employer to any work performed under that section of the agreement provided however, that no Maintenance Employee shall be assigned to perform work that is performed by a team of employees as defined in Sec. VI B. 1. if an Employee assigned to such team work has been laid off during the 30 calendar days prior to such assignment. Conversely, no Employee assigned to team work shall be assigned to perform Maintenance Work if

a Maintenance Employee has been laid off in the thirty (30) calendar day period prior to such assignment.

As in the past, both parties agree that such assignments shall not be punitive in nature.

FOR IUEC LOCAL NO. 1: **FOR EMANY:**

July 1, 1996

Mr. John G. Green
IUEC Local No. 1
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

The purpose of this letter is to confirm the understanding reached during negotiations with respect to Shop Stewards.

When a jobsite that has had a Shop Steward has less than seven (7) employees, the Union may request that the Employer transfer that Employee that has served as Shop Steward to another jobsite that has more than seven (7) employees. The Employer shall give due consideration to the Union's request, however it shall not be obligated to transfer such Employee.

Very truly yours,

E. James Walker, Jr.
Executive Director

TRADE SECRET AGREEMENT

IT IS AGREED that during the term of my employment with _____ and thereafter, I will refrain from disclosing to other persons or entities, except with the consent of _____ and for the benefit of _____ during the course of such employment any trade secrets or confidential information of _____.

I FURTHER AGREE that I will deliver to, or leave with _____ all written and other materials, tools and the like containing _____ trade secret, confidential, or proprietary information upon termination of my employment.

I acknowledge receipt of an executed copy of this agreement

By: _____

Employee signature

_____

Print name

Date: _____

By: _____

For: _____

July 1, 1996

John G. Green, President

IUEC Local No. 1
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

This letter will confirm the understanding and agreement with respect to future modifications to APPENDIX C which is a part of the 1996-1999 collective bargaining agreement.

It is agreed that should Article IV of the Standard Agreement between National Elevator Industry Inc. (NEII) and the International Union of adopt as a part of this Elevator Constructors (IUEC) be modified in future negotiations between NEII and the IUEC, Local 1, International Union of Elevator Constructors (Local 1) and Elevator Manufacturers' Association of New York, Inc. (EMANY) shall make such modifications a part of the EMANY/Local 1 agreement, upon notification by one party to the other specifying such modifications the party so notifying the other chooses to agreement.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Very truly yours,

E. James Walker, Jr.
Executive Director

AGREED
John G. Green, President

July 1, 1996

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

It is understood and agreed that under normal circumstances "future hatches" will be considered New Construction work. However, whenever an Employer signatory to this Agreement is bidding for such work when such work is a part of a Modernization project or whenever, because of competition from other than Local 1 employers, it is necessary to lower the bid that would otherwise be made, the Employer may bid for and perform such work under the wages and working conditions set forth for New Construction and Modernization Work in Existing Buildings.

Please indicate your agreement with the foregoing by signing above the word AGREED below.

Sincerely,

E. James Walker, Jr.

_____

AGREED
John G. Green, President

July 1, 1996

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

This Letter of Agreement between Elevator Manufacturers' Association of New York, Inc. (EMANY) and Local 1, International Union of Elevator Constructors (Local 1) shall set forth the agreement and understanding of the parties regarding exceptions to the terms of the Agreement. This Letter of Agreement shall be a part of the Agreement between EMANY and Local 1 as if it were included therein.

The parties to this Letter of Agreement are committed to the concept that the ability of employers and their employees to meet the demands of the market place and to obtain and retain elevator work at a reasonable profit is the most effective way to ensure job security for elevator constructor mechanics and apprentices represented by the union.

The parties to this Letter of Agreement agree that, except where otherwise explicitly stated, the terms of this Letter of Agreement shall be applicable to any and all of the service and modernization work that the employer is performing on the effective date of this Letter of Agreement and any service and modernization work that the employer may obtain thereafter.

For the purpose of measuring the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees, employers shall be required to notify EMANY when obtaining or retaining work under the terms of this Letter of Agreement. Such notification shall include the name of the job, the anticipated starting date, the owner or his agent, the terms the employer intends to utilize on the job, the number of employees by classification or prospective employees affected and the probable time the job is expected to last. EMANY shall notify Local 1 of the employer's intention and shall retain a record of all such employer notifications. The parties agree to meet quarterly to review the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees. To assist the parties in their understanding as to the effectiveness of this Letter of Agreement as it applies to elevator work being performed by Local 1 employees, the employer agrees that it will make contract or bidding documents available for review by Local 1 upon request. All such contracts and bidding documents shall be treated in a confidential manner, and no copies shall be made of such documents.

The parties understand and agree that confidentiality concerning the terms of this Letter of Agreement is important to both the Employer and Local 1. No party to this Agreement may disclose its terms to any other party not immediately affected.

This Letter of Agreement shall expire concurrently with the collective bargaining agreement on June 30, 1999 unless the parties expressly agree to extend the terms of

the Letter of Agreement beyond that date. However, work obtained pursuant to the terms of the Letter of Agreement shall be permitted to continue under such terms until the contract for the work terminates or the work contracted for is completed.

The parties understand and agree that the purpose of this Letter of Agreement is to improve the Employer's competitive position in the marketplace by specific work rule changes on specific jobs and by a general reduction in the cost of doing business.

Therefore, notwithstanding any provision of the collective bargaining agreement to the contrary, when performing service or modernization work (or any combination thereof), the employer may utilize any or all of the work rules listed below on any of its existing work or any work it may contract or renew contracts for in the future:

Employers may schedule Shift Work on Modernization work including shift work where no "day shift" is being worked. The "day shift" is the regular work day, 8:00 AM to 4:30 PM. Employees working a second shift after the day shift shall work, from 4:30 PM to 1:00 AM which includes an additional unpaid one-half hour meal period, shall be paid 115% of the straight time hourly rate. In the event a third shift is necessary, the Employer and the union agree that an appropriate rate shall be agreed upon prior to the commencement of any work on such a

third shift. If there is no other agreement, Employees who work the third shift shall be paid time and one-half for work performed during the third shift. Each shift shall be eight (8) consecutive hours with an additional unpaid meal period. Employees who work in excess of eight (8) hours shall be entitled to overtime at one and one-half times the straight time rate of pay, including shift premium if the Employee is receiving it for the remaining work performed that day;

Employees assigned to modernization work in any area beyond the primary shall be entitled to zone expense and/or per diem expense on the first day of his assignment and on the last day of his assignment to the jobsite where the modernization work is being performed;

The Employer shall have the right to utilize the skills of its workforce in the most efficient manner and without regard to departmental or other limitations. The employer agrees that Employees will not be transferred or assigned work for the sole purpose of layoff, nor will Employees be transferred or assigned for punitive reasons.

An Employer may assign no more than five (5) of its Service Employees in each office to a Tuesday to Saturday work week. When working on Saturday, such Employees shall

be paid 115% of the regular hourly wage rate. When performing work on Saturday, such Employees shall be permitted to perform scheduled Service Work, callbacks in the facility where such Employees are working, and any work relating to entrapments at any location.

Notwithstanding any provision of the collective bargaining agreement or this letter to the contrary, when performing service or modernization work (or any combination thereof), the employer may utilize any or all of the work rules listed below on any work it may contract or renew contracts for in the future:

Where required to retain or obtain customers, the Employer may agree to provide customers with flexible maintenance, repair, and modernization scheduling. That is, if the customer desires that maintenance and/or repair and/or modernization be accomplished at other than "normal" working hours, the Employer may agree to provide these services at competitive rates, in whatever method meets the customer's needs. The Employer will not use its discretion under this provision in any punitive fashion and agrees that all employees assigned to non-traditional work schedules shall be scheduled for at least a full work-week (40 hours) or more.

The Employer may pay wages and/or fringes less than those outlined in the contract to attract or retain new or existing business. The Employer will utilize its best

efforts to schedule Employees affected by this provision for overtime.

Should an Employer encounter the need for conditions other than those listed herein to obtain or retain work, the Employer may confer with EMANY or a representative of Local 1 concerning these requirements. No Employer shall be entitled to utilize any conditions other than those listed in this Agreement unless the union and the Employer or EMANY agree, in writing, that such conditions can be utilized. A copy of any agreement between the union and an employer containing terms other than those listed herein shall be delivered to EMANY for retention.

EMANY and Local 1 agree that should Local 3, IBEW Employers negotiate terms that affect the competitiveness of EMANY Employers, the parties will meet and review this Letter of Agreement to consider other changes that may be appropriate.

For EMANY	For Local 1
E. James Walker, Jr.,	John G. Green,
Executive Director	*President*

March 15, 2000

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the parties agreed to adopt a Pilot Project to examine the effectiveness and acceptability of a four day, nine hour per day work week in Construction.

The trial period shall commence May 1, 2000 and continue until the expiration of this collective bargaining agreement. Each job shall be identified by the employer. Teams performing the work shall be interviewed by persons designated by the parties following completion of the work; management personnel having oversight responsibility for such jobs shall be interviewed quarterly.

Either party shall have the right to terminate this Pilot Project by giving the other party thirty (30) days written notice.

Should the parties desire to continue this arrangement following the period allotted for this Pilot Project the parties shall confirm such agreement in writing.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Sincerely,

E. James Walker, Jr.
Executive Director

AGREED
John G. Green, President

March 15, 2000

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the parties agreed to adopt a Pilot Project to examine the effectiveness and acceptability of a four (4) day work week in New Construction and Modernization in existing Buildings where the workday shall be ten (10) straight time hours per day with an additional unpaid period of one-half hour for lunch.

The regular work week on any job where this four (4) day work week is utilized shall be either Monday to Thursday or Tuesday to Friday. The regularly scheduled hours of work for employees working such a four (4) day work week shall be from 7:00 AM to 5:30 PM. Eligibility for overtime pay begins after completion of the regular ten (10) hour workday or when such employees are scheduled to work on days not considered regular work days as defined herein.

Employees who are working this four day work week schedule when a paid holiday occurs shall be entitled to holiday pay as follows:

If the holiday is observed on a regularly scheduled workday, the employee shall be entitled to ten (10) hours pay for the holiday if the employee otherwise meets the requirements for holiday pay as specified in Section II (G) of this agreement;

If the holiday is observed on a day other than a regularly scheduled workday, the employee shall be entitled to eight (8) hours pay for the holiday if the employee otherwise meets the requirements for holiday pay as specified in Section II (G) of this agreement.

When assigning employees to work under the terms of this Letter agreement, the employer shall first seek to assign such work to employees who voluntarily agree to accept such work assignments.

The trial period shall commence May 1, 2000 and continue until the expiration of this collective bargaining agreement. Each job shall be identified by the employer. Teams performing the work shall be interviewed by persons designated by the parties following completion of the work; management personnel having oversight responsibility for such jobs shall be interviewed quarterly.

Either party shall have the right to terminate this Pilot Project by giving the other party thirty (30) days written notice.

Should the parties desire to continue this arrangement following the period allotted for this Pilot Project, the parties shall confirm such agreement in writing.

Please indicate your agreement with the foregoing by signing above the word "AGREED" below.

Sincerely,

E. James Walker, Jr.

Executive Director

AGREED
John G. Green, President

March 15, 2000

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the Association agreed that the award of Arbitrator Robert Light dated August 17, 1999 shall have no application or effect on any employer other than the Employer named in the dispute.

Sincerely,

E. James Walker, Jr.
Executive Director

January 3, 2001

John G. Green, President
Local 1, IUEC
150-42 12th Avenue
Whitestone, NY 11357

Dear Mr. Green:

During the negotiations for the collective bargaining agreement effective March 15, 2000, the Association and Local 1 agreed to establish a Jury Duty Pay Fund (JDP). The JDP is to be funded by a two ($.02) cent per hour contribution for alternative years. The contribution is to be a one ($.01) cent per hour contribution from the employer and a one ($.01) cent per hour wage reduction from each employee to be continued until the corpus of the JDP reaches $50,000.

The Jury Duty Pay Fund is established for the purpose of reimbursing employees of employers who are party to this collective bargaining agreement, wages lost while serving as jurors. The Association and Local 1 agree that employees who demonstrate that they were unable to perform their work assignments because of an obligation to serve on jury duty shall be entitled to not more than five (5) days' wages.

Employees who, while waiting to be called for jury duty, are required to phone in each day or to be available by phone if called, shall be deemed available for work and expected to report for work and shall not be entitled to

JDP compensation. Employees who are required to report to and remain in a specific location while serving as a juror or while waiting to be called for jury service from a pool of potential jurors are eligible to receive reimbursement for lost wages (not to exceed five days).

To be eligible for reimbursement of lost wages, employees must provide their employer with proof of jury duty service. Upon receipt of proof of jury duty service, an employer shall compensate the employee for lost wages not to exceed five (5) days.

Employers who contribute to the Jury Duty Pay Fund are eligible to receive reimbursement from the New York Elevator Industry Fund for wages paid to employees for Jury Duty Pay by submitting a claim to:

Elevator Manufacturers' Association of New York, Inc.
Attn: Jury Duty Pay
P.O. Box 119
Teaneck, NJ 07666

A claim for reimbursement of payment(s) of Jury Duty Pay must include: a copy of the employee's proof of jury duty service; employee's name and Social Security number; amount and date(s) of payment to the employee and proof that payment was made. Claims for reimbursement must be made within one (1) year of the date of payment to the employee.

Sincerely,

E. James Walker Jr.
Executive Director

Appendix "F"
Substance Abuse Policy

Par. 1 In order to eliminate substance abuse in the workplace; to assist Employees with substance abuse related illnesses, to have a safe workplace and efficient work-force. Such Substance Abuse Program shall be subject to the conditions set forth in this Article.

Par. 2 The Company may schedule regular drug testing for employees at no less than 6 month intervals. There shall be no random testing for drugs or alcohol for any reason other than stated in Paragraph 6. An Employee who refuses to submit to random testing of any kind, for reasons other than stated in Paragraph 6, shall not be disciplined, nor shall that Employee be refused access to the jobsite.

Par. 3 Testing may be performed on new hires as a condition of employment prior to placing them on the payroll. The Employer shall have the right to require a drug test for any referral for employment if such referral has not worked for that Employer within the past twelve (12) months.

Par. 4 An Employee may be tested when probable cause exists to believe that the Employee is impaired on the job. Probable cause will be deemed to exist under the following circumstances:

(a) The Employee's conduct or actions indicating alleged impairment shall be observed by one or more

Supervisor(s) on the jobsite and observed by the MIC on the jobsite or a Business Agent when available within a reasonable period of time (not to exceed sixty minutes). The Supervisor(s) shall record their observations in writing stating the date, time, length of observation, jobsite and actions of the Employee which they believe constitute drug or alcohol impairment. In the event there is a disagreement between the observers, the disagreement shall be recorded in writing, and the Employee shall be required to submit to testing. Such statements shall be signed by the observers; and

(b) A determination is made that the Employee's conduct is symptomatic of alcohol or drug impairment by an independent physician or health care professional qualified to make such a determination, following a consultation with the Employee. The physician or health care professional shall be of the Employer's choosing and the cost of such consultation and determination shall be borne by the Employer if it is not covered by applicable insurance; or

(c) Any Employee involved in an accident which results in professional medical treatment or damage to company property will be required to submit to a test for the presence of alcohol or drugs. This requirement will be waived when the injury or accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor.

Par. 5 An Employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in item 4 above shall be tested within 24 hours. If the Employee refuses, then the Employee is subject to disciplinary action up to and including termination.

The Company must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times. The Company will comply with any state laws concerning drug testing.

The results of the test of an Employee who tests positive the first time must be confirmed by NIDA standards. An Employee who disputes positive results shall have the right within ten (10) working days of when he is notified of the test results to have his initial sample independently retested by an authorized laboratory of his choice at his own expense. If the independent retest indicates a negative result, the Employer may elect to retest the Employee's initial sample. If the results are again negative, the Employee will be put back to work immediately (if he is off work) and made whole for any loss of pay occasioned by the first positive test results.

Par. 6 An Employee whose final test results are positive (and who has not tested positive previously) will be referred to the Company's Medical Review Officer (see attachment), Employee Assistance Program or some other recognized and approved rehabilitation or

counseling program. The cost of such programs may be offset by appropriate insurance coverage. If the Employee enters such a program, his status as an Employee will not be affected and he will be allowed access to the job under the conditions established by the program. An Employee who refuses a proper request to enter and participate in such a program shall be barred from returning to work with the Company. Employees may be disciplined, up to and including discharge, for subsequent positive test results. Employees who test positive two (2) times, and have been discharged by the Employer, shall not return for the Company until he/she has successfully completed a substance abuse program. Said individual, upon returning to work, may be randomly tested for substance abuse for a period of one year at the Employer's expense.

Par. 7 Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Company nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other Employer or customer. All test results and related information will be given the same confidentiality as any other medical information as required by law.

Par. 8 Any Employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

Par. 9 The Company will continue its practice of applying good faith efforts to apply its own policy. Should these efforts be unsuccessful and a customer insists on implementation of their own policy, the Company may institute such policies to the extent necessary to obtain the work.

Good faith efforts by the Company to avoid using the customer's policy will include:

1. Advising the customer that the Company has agreed with IUEC Local 1 to a comprehensive company wide policy that addresses the maintenance of a safe and healthy work environment for its Employees, and that it does not wish to apply any additional or different regulations.

2. If written confirmation of the Company's position fails to change the customer's position, the Company will attempt to obtain customer approval to as much of its policy as possible. In addition, the Company agrees to notify the union in writing when it is unable to obtain the customer's agreement.

3. If the customer insists on the complete substitution of its policy for the Company's policy, the Company shall then seek volunteers to man said jobs

4. The Company will not discipline, discharge or lay off Employees solely due to their refusal to volunteer. However, such Employees may be laid off if there is not sufficient other work to which they may be assigned.

5. IUEC Local 1 recognizes the importance of securing adequate volunteers and will cooperate in assisting in efforts to secure them.

This statement of principles shall apply to all Employees represented by the International Union of Elevator Constructors Local No. 1.

RIGHTS OF EMPLOYEES

a) Before requesting an Employee to undergo drug or alcohol testing, the Employer shall provide the Employee with a form on which to acknowledge that the Employee hasseen the drug and alcohol testing policy.

b) If an Employee tests positive for drug or alcohol use, the Employee must be given
written notice of the right to explain the positive test and indicate any over-the-counter or
prescription medication that the Employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.

c) Within three (3) working days after notice of a positive initial test result the Employee may submit information to the Employer, in addition to any information already submitted under paragraph (b), to explain that result.

d) An Employee who tests positive will have ten (10) working days following the date which the Employee is notified of the test result to advise the company, in writing, of the Employee's desire to request a retest of *the original sample at the Employee's own expense.*

e) Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

f) The Employer will bear the costs of all testing except for retests requested by Employees after an initial positive test result.

Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

Any specimen altered by the Employee will be considered a positive test result and therefore a violation of this policy. Any specimen altered by the employer will be considered a negative test result.

MEDICAL REVIEW OFFICER

The Company will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

a) Select and utilize services of a testing laboratory that meets one of the criteria for drug testing established by [Bargainers in local areas will have to decide whether to use U.S. Department of Health and Human Services standards or other state or local law standards for all elements of the program including approved MRO's for testing of specimens collected under this Policy.]

b) Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by [adopted standard].

c) Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of Employees.

d) Ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.

e) Notify the tested individual of a positive result and provide the individual with an opportunity to explain the reasons why their test might be positive.

f) Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.

g) Review a participating Employee's medical record if so requested by the Employee.

h) Notify the Employer's contact person of all test results, both positive and negative, if required.

i) Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.

j) Ensure the drug and alcohol policy and program complies with [Federal, State, and local law].

February 3, 2005

Mr. Raymond Hernandez
President, IUEC Local 1
47-24 27th Street
Islip, N.Y. 11101

Re: Letter of Agreement

Dear Mr. Hernandez:

This letter of agreement will serve to confirm the understanding reached during our recent negotiations concerning "Substance Abuse"; specifically the deletion of the following language contained in the Company's proposal:

"Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit Employees as well, including Company Executive and Officers."

It is agreed between ThyssenKrupp and Local 1 that ThyssenKrupp will agree to remove the above referenced language from the Company's proposal and that the parties will agree to abide by the Arbitrator's decision and/or settlement reached in the following case: AAA-51-300-00830-03 (IUEC v. Schindler) and that such decision and/or settlement shall be applicable to all ThyssenKrupp members signatory to the ThyssenKrupp-IUEC Local 1 Agreement

Very truly yours,

Michael R. McIntire	Raymond Hernandez

Agreed for
ThyssenKrupp Elevator Corp

For the Union

Notes

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

ADDENDUM 2
August 15, 2008

To prospective bidders on Request for Quotation Number 16092 for **ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK** which is due no later than 11:00AM on August 21, 2008.

The following changes are made to the Bid document:

In Part IV, "Exhibit A", "Maintenance of Elevator & Escalators", Page 7, last item, currently reads:
" A. 24 Estimated Total Three Year Maintenance Price
(A.23 times 3)

Should Read:
"A. 26 Estimated Total Three Year Maintenance Price
(A 25 times 3)"

In Part IV, "Exhibit D", "Project Work", Item D.5, under column "Location/Equipment", page 11, the Escalator numbers are 13 and14.

Part IV, Exhibit "E", EMERGENCY SERVICE LABOR:
Currently reads:
Labor rates are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time and cost for vehicle use including tolls.
Compensation for materials used shall be according to the section of Contract entitled " Extra Work" {and shall be subject to the overall dollar limit on Extra Work set forth in that Section.}.

Should read:
Labor rates are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time and cost for vehicle use including tolls.
The rates listed under EXHIBIT "E", EMERGENCY SERVICE LABOR, shall be used to determine the cost for any labor provided by the Contractor under this contract.

Compensation for materials used shall be according to the section of Contract entitled " Extra Work" {and shall be subject to the overall dollar limit on Extra Work set forth in that Section.}.

Part V, Paragraph 12 "Net Cost Items and Compensation for Net Cost Items;" and Paragraph 26 "Materials, Supplies and Equipment" strike the word "tools" PATH does not reimburse or pay in way for tools.

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

ADDENDUM 3
August 20, 2008

To prospective bidders on Request for Quotation Number 16092 for **ELEVATOR AND ESCALATOR MAINTENANCE REPAIR SERVICES AT PATH FACILITIES, STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK** which is due no later than 11:00AM on August 21, 2008.

The following changes are made to the Bid document:

In Part IV, "Exhibit F", "Price Summary", Page 13,

Item F.5 currently reads:

"Total Est 3-year Price for Cleandowns (From Exhibit "E") $_____"

Should read:

Total Est 3-year Price for **Emergency Service Labor** (From Exhibit "E") $_____

Delete, in its entirety, item F.6

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDERS FIRM NAME: Schindler Elevator Corp.

INITIALED: _____

DATE: 8/21/08

INVITATION FOR BID

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

PART I – STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. Form and Submission of Bid 3
2. Firm Offer 3
3. Acceptance or Rejection of Bids 3
4. Bidder's Questions 3
5. Additional Information To and From Bidders 4
6. Union Jurisdiction 4
7. Assessment of Bid Requirements 4
8. Bidder's Prerequisites 4
9. Qualification Information 4
10. Facility Inspection 6
11. Available Documents - General 6
12. Pre-award Meeting 6
13. Price Preference 7
14. Good Faith Participation 7
15. City Payroll Tax 7
16. Additional Bidder Information 7

PART I - STANDARD INFORMATION FOR BIDDERS

1. **Form and Submission of Bid**
   The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

   All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are accepted only Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

2. **Firm Offer**
   The Bidder offers to provide the Port Authority Trans-Hudson Corporation ("PATH") the services and to perform all other Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein. As used herein, the term "Port Authority" shall mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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

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

4. **Bidder's Questions**
   Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is authorized only to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to offer information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the

Port Authority, it shall be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority. Addenda shall be considered part of the Contract.

5. **Additional Information To and From Bidders**
   a. Should the Authority require additional information from the Bidder in connection with its bid, the Bidder must submit such information within the time frame specified by the Port Authority.
   b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

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

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

8. **Bidder's Prerequisites**
   Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

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

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

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

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

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

Where the statements submitted pursuant to subparagraph's (i), (ii) or (iii) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the date on which the bids are opened, then the Bidder shall also submit a statement in writing, signed by an executive officer of the Bidder or his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. 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 annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

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

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

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

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

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

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

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

10. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

11. Available Documents - General

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

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

12. Pre-award Meeting

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

13. Price Preference

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

14. Good Faith Participation

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

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

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

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

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

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

15. City Payroll Tax

Bidders should be aware of the payroll tax imposed by the:

a) City of Newark, New Jersey for services performed in Newark, New Jersey;

b) City of New York, New York for services performed in New York, New York; and

c) City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

16. Additional Bidder Information

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

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

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

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**

   Perform designated Elevator and Escalator Inspection, Maintenance, Repair and Rehabilitation Services (hereinafter sometimes referred to as the "Service") and furnish all labor, supervision, vehicles, uniforms and equipment, including materials, parts and supplies and do all other things necessary or proper therefor or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended and perform all other duties and obligations imposed by this Contract.

2. **Location(s) Services Required**

   PATH's New Jersey Stations located in Jersey City, Newark, Harrison and Hoboken, and New York Stations located at Christopher Street, 9th Street, 14th Street, 23rd Street and 33rd Street, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**

   On or about February 1, 2009

4. **Contract Type**

   Service Contract

5. **Duration of Contract**

   Three (3) Year Base Term expected to expire on or about January 31, 2012.

6. **Price Adjustment during Base Term (Index Based)**

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

7. **Option Period(s)**

   One three (3) year Option Period.

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

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

9. **Extension Period**

   120-Days Applicable

10. **Facility Inspection**

Date and Time: August 12, 2008 at 10:00 am. Interested parties should meet at the Journal Square Transportation Center, 1 PATH Plaza, 10th floor, Jersey City, New Jersey.Please contact Dave Bobbitt at 201-216-6511 to confirm attendance and/or receive travel directions.

11. Specific Bidder's Prerequisites

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

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

c. The Proposer shall demonstrate that it has earned gross revenues of at least $ 1,000,000 (one million dollars) a year for the last two (2) fiscal or calendar year(s) from the type of services or products described herein.

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

12. Available Documents

The following documents will be made available for reference and examination:

ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR, REHABILITATION AND INSPECTION SERVICES AT ALL OF THE PORT AUTHORITY TRANS HUDSON PATH FACILITIES STATIONS AND SHOPS IN NEW JERSEY AND NEW YORK – CONTRACT NUMBER #46000003150.

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

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

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and as fully set forth in the Specifications, at the location(s) listed in Part II, and as fully set forth in the Specifications, and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him/her by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date") and, unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof, (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and as set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the option(s) to extend this Contract, then, not later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, as aforesaid, and the Base Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

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

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Superintendent/Manager.

b) The Contractor shall submit to the Superintendent/Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Superintendent/Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of PATH's verification of the invoice.

c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of PATH shall operate to release the Contractor from any obligation under or upon this Contract, or to estop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude PATH from recovering any monies paid in excess of those lawfully due and any damage sustained by PATH.

d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by PATH, the Contractor shall pay to PATH the difference promptly upon receipt of PATH's statement thereof. PATH may, however, in its discretion elect

to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to PATH of all claims of 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 PATH 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. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

As used herein, "CPI" or "Consumer Price Index" or "Price Index" shall mean the Consumer Price Index for All Urban Consumers, Series ID: CUURA101SAOL2, Not Seasonally Adjusted, New York - Northern New Jersey - Long Island NY-NJ-CT-PA, All Items Less Shelter, (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

Effective on the first day of the month in which the first year anniversary of the Commencement Date occurs and thereafter on the first day of the month of each subsequent annual anniversary of the Commencement Date during the term of the Contract, and any option period exercised (excluding the 120 day option) hereunder, the unit charges set forth in the Cost Proposal Form, shall be adjusted as follows:

For the second Contract year during the initial three (3) year term of this Contract, the Price Index, as defined in paragraph (a), shall be determined for the months of September 2008 and September 2009. The unit prices and other charges inserted by the Contractor in the Cost Proposal From shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2009 and the denominator of which shall be the Price Index for September 2008. The resulting product shall be the unit prices and other charges payable during the second year of the Contract.

For the third Contract year during the initial three (3) year term of this Contract, the Price Index, as defined in paragraph (a), shall be determined for the months of September 2010 and September 2009. The unit prices and other charges in effect for the second year of the Contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2010 and the denominator of which shall be the Price Index for September 2009. The resulting product shall be the unit prices and other charges payable during the third year of the Contract.

For the first year of the Option Period, (also known as the fourth year of the Contract) the Price Index, as defined in paragraph (a), shall be determined for the months of September 2010 and September 2011. The unit prices and other charges in effect for the third year of the Contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2011 and the denominator of which shall be the Price Index for September 2010. The resulting product shall be the unit prices and other charges payable during the first option year of the Contract.

For the second year of the Option Period, (also known as the fifth year of the Contract) the Price Index, as defined in paragraph (a), shall be determined for the months of September 2011 and September 2012. The unit prices and other charges in effect for the fourth year of the Contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2012 and the denominator of which shall be the Price Index for September 2011. The resulting product shall be the unit prices and other charges payable during the second option year of the Contract.

For the third year Option Period, (also known as the sixth year of the Contract) the Price Index, as defined in paragraph (a), shall be determined for the months of September 2012 and September 2013. The unit prices and other charges in effect for the fourth year of the Contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for September 2013 and the denominator of which shall be the Price Index for September 2012. The resulting product shall be the unit prices and other charges payable during the second option year of the Contract.

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

5. Liquidated Damages

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

In the event that during any monthly period, the Contractor fails to perform all services on any item of equipment on which such services are required during that month, satisfactorily or at the frequencies set forth herein, the payment payable by PATH to the Contractor for said monthly period shall be

reduced by the Superintendent, by an amount equal to two hundred percent (200%) of the unit price quoted by the Contractor for such item of equipment for that service in the Cost Proposal Form and any amount owed to PATH may be set off by PATH in later months or otherwise collected by PATH.

In the event that during any monthly period, the Contractor fails to perform any part of the services on any item of equipment on which such services are required during that month, at the frequencies set forth herein or to the satisfaction of the Superintendent, the installment payable by PATH to the Contractor for said monthly period shall be reduced by an amount equal to twenty-five percent (25%) of the "Monthly Unit Maintenance Price" quoted by the Contractor in the Cost Proposal Form for such item of equipment multiplied by the number of times the Contractor fails to perform or satisfactorily perform a required operation in accordance with the minimum schedules specified herein. In no event, however, shall damages computed pursuant to this paragraph exceed two hundred percent (200%) of the "Monthly Unit Maintenance Price".

For "Callback Service - Non Critical"

1. Damages to PATH for the Contractor's failure to respond within the time specified in the clause of the Specifications entitled "Callback Service" shall be liquidated at the rate of $200 per hour of the unit price quoted by the Contractor for Emergency Labor for each hour or part thereof by which the Contractor's response exceeds the response time required herein.

2. Damages to PATH for the Contractor's failure to begin the repair within the time specified in the clause of the Specifications entitled "Callback Service" shall be liquidated at the rate of 200% per hour of the unit price quoted by the Contractor for Emergency Labor for each hour or part thereof by which the Contractor's response exceeds 8:00 AM on the next regular work day as specified herein. These damages shall be limited to a daily maximum of $800 for each day the required repair is delayed.

For "Callback Service - Critical"

1. Damages to PATH for the Contractor's failure to respond within the time specified in the clause of the Specifications entitled "Callback Service" shall be liquidated at the rate of 200% of the unit price quoted by the Contractor for Emergency Labor per hour for each hour or part thereof by which the Contractor's response exceeds the response time required herein.

2. Damages to PATH for the Contractor's failure to begin the repair within the time specified in the clause of the Specifications entitled "Callback Service" shall be liquidated at the rate of 200% per hour of the unit price quoted by the Contractor for Emergency Labor for each hour or part thereof by which the Contractor's response exceeds the required time of four (4) hours as determined in the clause of the Contract "Callback Service - Critical" specified herein.

a) Failure of the Superintendent/Manager or PATH to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor.

6. Insurance

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, independent contractors coverage, with contractual liability, including coverage within 50 feet of railroad property, covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - **$5 million combined single limit per occurrence for bodily injury and property damage liability.**

Automobile Liability Insurance - **$3 million combined single limit per accident for bodily injury and property damage liability.**

In addition, the liability policy (ies) shall name PATH as additional insured, with coverage including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where

work will take place, including Employers' Liability and Coverage B – Federal Employer's Liability Act, in limits of not less than $1 million per each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to PATH, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

PATH may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, The General Manager, Risk Management, for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance to PATH, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. Do not begin work until the General Manager, Risk Management, has approved the certificate(s) of insurance. Upon request by PATH, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, PATH at least fifteen (15) days prior to the expiration date of each expiring policy. Do resume work on the facility until the General Manager, Risk Management, has approved the renewal certificate(s) of insurance. If at any time any of the certificates or policies become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by PATH as to the adequacy of the insurance to protect the Contractor against the obligations imposed on him by law or by this or any other Contract. **[CITS#3229N]**

7. Increase and Decrease in Areas or Frequencies

The Superintendent/Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase and/or decrease the frequencies of all or any part of the services required hereunder or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice not less than seven (7) days, said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the services, by the negotiated rate. In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

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

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

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Superintendent/Manager. "Extra Work" as used herein shall be defined as work which differs in character from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

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

The Contractor is required to perform Extra Work pursuant to a written order of the Superintendent/Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts

and such amounts only: (1) the actual net cost, in money, of the labor and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Superintendent/Manager within five (5) days following the receipt of written or verbal notice from the Superintendent/Manager, or in the case of an emergency as determined by the Superintendent/Manager, within twenty-four (24) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to PATH on a separate invoice on a monthly basis.

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

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
3. PRICING SHEET(S) 4
   Entry of Prices 4
4. CALCULATION OF HOURLY RATE FORM 14

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey acting on behalf PATH the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

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

PROCUREMENT
2008 AUG 21 AM 11:35

Bidding Entity Schindler Elevator Corp.
Bidder's Address 20 Whippany Rd Suite 225
City, State, Zip Morristown, N.J. 07960
Telephone No. 973-397-3604 FAX 973-397-3710
Email Chris.Novella@US.Schindler.com EIN# _____

SIGNATURE _____ Date 8/21/08
Print Name and Title Jim Iannaccone, District Manager

ACKNOWLEDGEMENT:
STATE OF: New Jersey
COUNTY OF: Morris

On this 21 day of August, 2008, personally came before me, Jim Iannaccone _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Karen Haugaard
Notary Public

KAREN HAUGAARD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 4, 2010

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

See attached Schindler Elevator Corporation Certification.

3. PRICING SHEET(S)

Entry of Prices

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

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

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

d. Bidders must insert all figures as required and verify all computations for accuracy. The Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.

d. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

e. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

f. The Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease of charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "A"

MAINTENANCE OF ELEVATORS & ESCALATORS

			(1)	(2)	(3)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
A.1	Houghton/MCE ELC Model 5 Passenger Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 1 – 4)	$ 2077.00	4	$ 99,696.00
A.2	Houghton/MCE EVC Model 5 Freight Elevator	Journal Square Transportation Center, Jersey City, NJ (Number 5)	$ 2077.00	1	$ 24924.00
A.3	Houghton/MCE EVC Model 5 Passenger Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 6 & 7)	$ 2077.00	2	$ 49,848.00
A. 4	Houghton Hydraulic Model-EECO Freight Elevator	Journal Square Transportation Center, Jersey City, NJ (Number 8)	$ 2077.00	1	$ 24924.00
A.5	Model 5 Elderly/Disabled Hydraulic Elevator	Journal Square Transportation Center, Jersey City, NJ (Numbers 9 & 10)	$ 1385.00	2	$ 33,240.00
A.6	MCE Hydraulic Elderly/Disabled Elevator	Pavonia/Newport Station, Jersey City, NJ (Numbers 1 – 3)	$ 1385.00	3	$ 49,860.00
A.7	Houghton MCE Hydraulic Passenger Elevator	Exchange Place Station, Jersey City, NJ (Number 11)	$ 1385.00	1	$ 16620.00
A.8	MCE Traction/Electric Passenger Elevators	Exchange Place Station, Jersey City, NJ (Numbers PE55 & PE66)	$ 2077.00	2	$ 49,848.00
A.9	Hydraulic Passenger Elevator	Harrison Car Maintenance Facility Control Tower, Harrison, NJ	$ 1385.00	1	$ 16620.00

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

10/60

		(Number PE1)			
A.10	Hydraulic Freight Elevator	Harrison Car Maintenance Facility Main Repair Shop, Harrison, NJ (Number FE3)	$ 1385.00	1	$ 16620.00
A.11	Hydraulic Passenger Elevator	Harrison Car Maintenance Facility Main Repair Shop, Harrison, NJ (Number PE2)	$ 1385.00	1	$ 16620.00
A.11	Hydraulic Passenger Elevator E & D	Hoboken Station, Hoboken, NJ (Number PE1)	$ 1385.00	1	$ 16620.00
A.12	Hydraulic Freight Elevator	Consolidated Shop, Jersey City, NJ (Number PE1)	$ 1385.00	1	$ 16620.00
A.13	Hydraulic Freight Elevator	Waldo Yard Coin Room, Jersey City, NJ (Number PE1)	$ 1385.00	1	$ 16620.00
A.14	MCE Hydraulic Passenger Elevator E & D	33rd Street Station, New York, NY (Number PE1)	$ 1385.00	1	$ 16620.00
A.15	Hydraulic Passenger Elevators E & D	WTC Station, New York, NY (Number PE1, PE2 & PE3)	$ 1385.00	3	$ 49860.00
A.16	KONE ECO 3000HD Escalators (13' rise)	Journal Square Transportation Center, Jersey City, NJ – Train Platform to Mezzanine (Numbers 1-4)	$ 2769	4	$ 132,912.00
A.17	Houghton HC48 Escalator (17'7" rise) **Pre-replacement**	Journal Square Transportation Center, Jersey City, NJ – Concourse to Bus Platforms (Numbers 5 - 12)	$ 3900.00	8	$ 374400.00
A.18	Houghton HC48 Escalator (17'7" rise) **Post-replacement**	Journal Square Transportation Center, Jersey City, NJ – Concourse to Bus Platforms (Numbers 5 - 12)	$ 3462.00	8	$ 332352.00
A.19	O&K Rolltrepen Escalators (17' rise)	Journal Square Transportation Center, Jersey City, NJ – Concourse to Plaza Level	$ 3462.00	2	$ 83088.00

		(Numbers 13 & 14)			
A.20	KONE ECO 3000HD Escalators (12'8" rise)	Journal Square Transportation Center, Jersey City, NJ – Mezzanine to Concourse (Numbers 15-17)	$ 2769.00	3	$ 99684.00
A.21	O&K Rolltrepen Model RT-HD 100/30Escalators (18'6" rise)	Pavonia/Newport Station, Jersey City, NJ (Numbers 1 – 4)	$ 3462.00	4	$ 166176.00
A.22	O&K Rolltrepen Model RT-HDLS 5114461-463 Escalators (76' rise)	Exchange Place Station, Jersey City, NJ (Numbers 1 - 3)	$ 4847.00	3	$ 174,492.00
A.23	O&K Rolltrepen Model RT-HD 100/30Escalators (14' rise)	Grove Street Station, Jersey City, NJ (Numbers 1 & 2)	$ 2769.00	2	$ 66456.00
A.24	Cetek Elevator & Escalator Remote Monitoring System	Journal Square Transportation Center, Jersey City, NJ	$ 650.00	1	$ 7800

A.25 ESTIMATED ANNUAL PRICE FOR MAINTENANCE
$ 1,952,520.00
(SUM OF ITEMS A.1 THRU A.24)

A.24 ESTIMATED TOTAL THREE (3) YEAR MAINTENANCE PRICE
(A.23 TIMES 3)

$ 5,857,560.00

NOTE: Unit prices are for maintenance to be performed in accordance with the Section of the Scope of Work entitled "Maintenance of Elevators" and Maintenance of Escalators." Unit Prices include all labor and parts to perform maintenance and necessary repairs.

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CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "B"

CODE REQUIRED INSPECTIONS AND TESTS OF ELEVATORS AND ESCALATORS

ITEM NO.					
	Routine:				
B.1	Hydraulic Elevators	3	17	$ 750.00	$ 38,250.00
B.2	Electric Elevators	3	9	$ 2004.00	$ 54108.00
B.3	Escalators	3	26	$ 2004.00	$ 156,312.00
	Periodic:				
B.4	Hydraulic Elevators (NJ)	3	13	$ 750.00	$ 29,250.00
B.5	Hydraulic Elevators (NY)	9	4	$ 750.00	$ 27000.00
B.6	Electric Elevators	3	9	$ 2004.00	$ 54108.00
B.7	Escalators	3	26	$ 2004.00	$ 156,312.00
	Five (5) Year:				
B.8	Electric Traction Elevators	1	9	$ 2004	$ 18,036

N/A

B.9 ESTIMATED ANNUAL PRICE FOR PERIODIC INSPECTIONS AND TESTS
$ 533376.00
(SUM OF ITEMS B.1 THRU B.8)

NOTE: Unit prices are for Routine, Periodic and Five (5) Year Inspections and Tests are to be performed in accordance with Part V, Section 8 entitled "Maintenance and Inspections of Elevators" and Section 9 "Maintenance and Inspections of Escalators." Unit Prices are all-inclusive and include all labor and parts to perform the Inspections and Tests.

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CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "C"

CLEANDOWNS OF ESCALATORS

ITEM NO.	EQUIPMENT	ESTIMATED CLEANING PRICE PER UNIT	ESTIMATED NUMBER OF UNITS FOR CLEANDOWN	FREQUENCY OF CLEANDOWNS	ESTIMATED TOTAL PRICE FOR CLEANDOWNS (1) X (2) X (3)
C.1	Escalators (not including Exchange Place Station, Jersey City, NJ	$ 8640.00	23	1	$ 198,720.00
C.2	Escalators Exchange Place Station, Jersey City, NJ	$ 43,200.00	3	3	$ 388,800.00

C. 3 TOTAL ESTIMATED THREE (3) YEAR PRICE FOR CLEANDOWNS
$ 587,520.00

(SUM OF ITEMS C.1 THRU C.2)

NOTE:

(1) Cleandowns shall include dismantling and reassembling steps and interior side panels as specified in paragraph "H", in Section of the Specifications entitled, "Maintenance of Escalators."

(2) The cleandown of all escalators, other than the units at Exchange Place Station, Jersey City, NJ, shall be performed by the Contractor staff assigned on a full-time basis and is included in the Monthly Unit Maintenance Price in Exhibit A.

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CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "D"

PROJECT WORK

Provide a Lump Sum bid price for the items listed below. Project Work may, at the sole discretion of the Superintendent, be performed during the term of the Contract. No Project Work shall be started without proper authorization. Lump Sum prices are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time, cost for vehicle/equipment use including tolls and any other things necessary to complete the Project Work. Applicable Lump Sum prices for Project Work not started in the first year of the Contract will be adjusted commensurate with the provisions of the clauses entitled, "Escalation" and "Options."

			(1)	(2)	(3)
ITEM NO.	PROJECT WORK	LOCATION/ EQUIPMENT	ESTIMATED PRICE PER UNIT	ESTIMATED NUMBER OF UNITS	LUMP SUM PRICE FOR PROJECT WORK (1) X (2)
D.1	Install Skirt Brushes	Journal Square Transportation Center, Jersey City, NJ, (Escalator Numbers 1-4, 13-17)	$ 7,500.00	9	$ 67,500.00
D.2	Install Skirt Brushes	Pavonia/Newport Station, Jersey City, NJ (Escalator Numbers 1-4)	$ 7,500.00	4	$ 30,000.00
D.3	Install Skirt Brushes	Exchange Place Station, Jersey City, NJ (Escalator Numbers 1-3)	$ 32,000.00	3	$ 96,000.00
D.4	Install Skirt Brushes	Grove Street Station, Jersey City, NJ (Escalator Numbers 1-2)	$ 7,500.00	2	$ 15,000.00

D.5	Remove all Karl White Side Plates and recoat skirt panels with PATH approved Teflon coating. Reduce skirt and step gap to meet applicable code.	Journal Square Transportation Center, Jersey City, NJ, (Escalator Numbers 1-4, 13-17)	$ 13,760.00	2	$ 27,520.00
D.6	Install NJ/PATH approved Phase I & Phase II fire recall cylinders in all NJ PATH elevators	All NJ Locations	$ 1,985.00	22	$ 43,670.00
D.7	Install new MCE Controller or PATH approved equal	Grove Street Station, Jersey City, NJ (Escalator Numbers 1-2)	$ 76,800.00	2	$ 153,600.00

D.8 TOTAL ESTIMATED LUMP SUM PRICE FOR PROJECT WORK

$ 433,290.00

(SUM OF ITEMS D.1 THRU D.7)

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CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "E"

EMERGENCY SERVICE LABOR

		(1)	(2)	(3)
ITEM NO.	LABOR	ESTIMATED PRICE PER HOUR	THREE-YEAR ESTIMATED NUMBER OF HOURS	THREE-YEAR ESTIMATED TOTAL PRICE (1) X (2)
E.1	Mechanic Mon.-Fri. (7:00 AM-4:30 PM)	$ 143.00	100	$ 14,300.00
E.2	Mechanic (all other times not mentioned above)	$ 243.00	500	$ 121,500.00
E.3	Trade Helper (7:00 AM-4:30 PM)	$ 127.00	100	$ 12,700.00
E.4	Trade Helper (all other times not mentioned above)	$ 216.00	500	$ 108,000.00
E.5	Clerk (7:00 AM-4:30 PM)	$ 84.00	50	$ 4200.00
E.6	Clerk (all other times not mentioned above)	$ 126.00	10	$ 1260.00

Labor rates are all-inclusive and shall include wages and benefits, the Contractor's overhead, profit, travel time and cost for vehicle use including tolls.

Compensation for materials used shall be according to the Section of the Contract entitled "Extra Work" (and shall be subject to the overall dollar limit on Extra Work set forth in that Section.).

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CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT "F"

PRICE SUMMARY

F.1. Estimated Total 3-Year Maintenance Price (From Exhibit "A") $5,857,560.00

F.2. Estimated Total 3-Year Prices for Inspections & Tests (From Exhibit "B")
$533376.00

F.3. Total Est. 3-Year Price for Cleandowns (From Exhibit "C")
$587,520.00

F.4. Total Est. 3-Year Price for Project Work (From Exhibit "D")
$433290.00

F.5. Total Est. 3-Year Price for ~~Cleandowns~~ EMERGENCY SERVICE LABOR (From Exhibit "E")
$261960.00

~~F.6. Total Est. 3-Year Price for Emergency Service Labor~~ (From Exhibit "F")
$_____

ESTIMATED TOTAL CONTRACT COST PROPOSAL
$7673706.00

Note: Compensation to the Contractor will be determined from the actual work performed and the applicable prices therefor.

10/10

4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF HOURLY RATE FORM

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for the first year of the Base Term. The Bidder shall use these forms in support of the Wages and Supplemental Benefits Clause required under this Contract.

10/10

BIDDER NAME: SCHINDLER ELEVATOR BID NUMBER 16092

CALCULATION OF HOURLY RATE

MECHANIC

ITEM #1 DIRECT WAGES	$ 38.46 Item 1	
NUMBER OF EMPLOYEES		
ITEM #2 SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.847	
VACATION ALLOWANCE	$ 3.077	
SICK TIME ALLOWANCE	$	
HEALTH	$ 8.775	
PENSION	$ 4.96	
WELFARE	$ 7.10	
OTHER SUPPLEMENTAL BENEFITS	$ .90	
SPECIFY		
SUB TOTAL (ITEMS #1 & 2)	$ 65.119 sub total 1&2	
ITEM #3 TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 2.942	
N.Y.S.U.I.	$ 1.654	
F.U.I.	$ .308	
WORKERS' COMPENSATION	$ .252	
GENERAL LIABILITY INSURANCE	$ .55	
DISABILITY INSURANCE	$	
OTHER TAXES AND INSURANCE	$	
SPECIFY		
ITEM #4 ADDITIONAL COMPONENTS (IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$ 6.14	
UNIFORMS	$ .12	
EQUIPMENT	$ .35	
MATERIALS	$ .12	
SUPPLIES	$ 1.13	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.52	
SPECIFY		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 62.795	
TOTAL (ITEMS #1, 2, 3 AND 4)	$ 143.00	

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

10/60

BIDDER NAME: SCHINDLER ELEVATOR BID NUMBER 16092

CALCULATION OF HOURLY RATE

HELPER

ITEM #1 DIRECT WAGES	$ 28.85 Item 1	
NUMBER OF EMPLOYEES		
ITEM #2 SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.356	
VACATION ALLOWANCE	$ 1.731	
SICK TIME ALLOWANCE	$	
HEALTH	$ 8.775	
PENSION	$ 4.96	
WELFARE	$ 5.328	
OTHER SUPPLEMENTAL BENEFITS	$ .90	
SPECIFY		
SUB TOTAL (ITEMS #1 & 2)	$ 51.897 sub total 1&2	
ITEM #3 TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 2.21	
N.Y.S.U.I.	$ 1.24	
F.U.I.	$ .231	
WORKERS' COMPENSATION	$ 8.189	
GENERAL LIABILITY INSURANCE	$ 413	
DISABILITY INSURANCE	$	
OTHER TAXES AND INSURANCE	$	
SPECIFY		
ITEM #4 ADDITIONAL COMPONENTS (IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$ 4.60	
UNIFORMS	$ .09	
EQUIPMENT	$ .26	
MATERIALS	$ .09	
SUPPLIES	$ .85	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.14	
SPECIFY		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 63.79	
TOTAL (ITEMS #1, 2, 3 AND 4)	$ 127.00	

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

10/10

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 4
3. Personnel Requirements 6
4. Staffing Levels 7
5. Inventories and Replacement of Materials and Parts 8
6. Parts Exclusion 9
7. Breakdowns, Malfunctions or Damage 9
8. Maintenance and Inspections of Escalators 9
9. Maintenance and Inspections of Elevators 20
10. Callback Service 31
11. Project Work 32
12. Net Cost Items and Compensation for Net Cost Items 32
13. Service Maintenance Form 33
14. Service Log Book 33
15. Space Provided to the Contractor 34
16. Vacating the Work Site 34
17. Records and Documentation 34
18. Repairs Resulting From NegligenceAbuse, Accidents or Actions Beyond Normal Wear and Tear 35
19. Wiring and Control Diagrams 36
20. Daily Schedule 36
21. Personnel Uniforms and Badges 36
22. Transportation for Contractor's Personnel 37
23. Scheduling of Work 37
24. Electronic Sign In-Out System 43
25. Prevailing Wages 43
26. Materials, Supplies and Equipment 44

Appendix A – Roster of Routines and Maintenance Procedures

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean PATH's New Jersey Stations located at: Harrison Car Maintenance Facility, Harrison; Grove Street, Jersey City; Journal Square Transportation Center, Jersey City; Pavonia/Newport, Jersey City; Exchange Place, Jersey City and Hoboken; and New York Stations located at: World Trade Center and 33rd Street.

"Superintendent" shall mean the Superintendent, Way & Structures Division, PATH, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally, or through his duly authorized representative or designee acting within the scope of the particular authority vested in him for the purpose of this Contract.

"Director/General Manager" shall meant he Director/General Manager of PATH for the time being or his successor in duties, acting personally, or through his duly authorized representative or designee acting within the scope of the particular authority vested in him for the purpose of this Contract.

"Deputy Director" shall mean the Deputy Director of PATH for the time being or his successor in duties, acting personally or through his authorized representative for the purpose of this Contract.

"Elevators" shall mean the Elevators identified and listed in the Cost Proposal Form, as well as any other Elevator added to this Contract, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Elevators.

"Escalators" shall mean the Escalators identified and listed in the Cost Proposal Form, as well as any other Escalator added to this Contract, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Escalators.

"Remote monitoring system" shall mean that system that monitors the status and condition of all elevators and escalators covered in this contract that are connected to the existing remote monitoring system.

"Normal conditions" shall mean the existing environment for all equipment covered under this contract. Since most of the equipment covered under this contract is located outside, outdoor weather conditions and their effects are considered "normal conditions" and not misuse or abuse.

"Mechanic" or "Journeyman Mechanic" shall mean an individual who has, through formal training and extensive hands-on experience, achieved competence in the field of Elevator/Escalator/Lift troubleshooting, repair and maintenance.

"Lead Mechanic" shall mean a Mechanic who shall be responsible to coordinate all of the contractor's on-site activities including scheduling manpower, acquiring parts and material, coordinating with the Superintendent, communicating with the Superintendent and completing all required report submissions. Additionally the "Lead Mechanic" shall be the Superintendent's prime contact individual.

"Helper" shall mean a mechanic's helper who has, through formal training and extensive hands-on experience, achieved competence in assisting the Journeyman Mechanic in the field of Elevator/Escalator/Lift trouble shooting, repair and maintenance.

"Inspector" shall mean anyone who inspects, tests and certifies Elevators, Escalators and Lifts and who meets the qualification requirements of The American Society of Mechanical Engineers Qualified Elevator Inspector (QEI-1).

"Maintenance" shall mean Routine Maintenance and Inspections, Code-Required Inspections and Tests and Cleandowns.

"O.E.M." shall mean the Original Equipment Manufacturer of the device or unit.

"ASME" shall mean the latest edition of The American Society of Mechanical Engineers Safety Code For Elevators, Escalators and Lifts.

"ASME A17-1", "ASME A17.2" and ASME A17.3" shall mean the latest edition of The American Society of Mechanical Engineers Safety Code For Elevators, Escalators and Moving Walks.

"BOCA Building Code" shall mean the latest addition of the Building Officials and Codes Administrators Code.

"NYC Building Code" shall mean latest edition of Building Code of The City Of New York plus any applicable Reference Standards, Selected Rules and Regulations of Local Law No. 76 Effective December 6, 1968 including amendments to the code.

"NEII" shall mean National Elevator Industry, Inc. Building Transportation Standards and Guidelines-1-2000 or latest update.

"Skirt panel" shall mean the lowest panel on an escalator, located under the balustrade panel adjacent to the steps of the escalator. "Skirt panel" shall not be considered a balustrade panel.

"Unit" shall mean an individual elevator or escalator, including all mechanical and electrical accessories and connections.

"Site of the work" shall mean the Journal Square Transportation Center (JSTC), Harrison Car Maintenance Facility (HCMF), New Jersey Stations (Grove Street Station, Exchange Place Station, Pavonia/Newport Station and Hoboken Station) and New York Stations (World Trade Center Station (WTC) and 33rd Street Station).

2. Work Required by the Specifications

These Specifications relate generally to the performance of designated Elevator and Escalator Inspection, Maintenance, Repair and Rehabilitation Services (hereinafter sometimes referred to as the "Service") at several of PATH's New Jersey and New York Stations.

Furnish all labor, supervision, vehicles, uniforms, equipment, including materials, parts and supplies and do all other things necessary or proper therefor or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended, and perform all other duties and obligations imposed upon the Contractor by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, 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 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, whatsoever work may be required in addition to that required by the contract in its present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

There are 26 escalators and 26 elevators covered under this agreement. The Contractor shall maintain all units in good operational condition, meet all other PATH requirements and meet all local and state requirements that would apply if PATH were a private corporation. Use only OEM parts unless otherwise authorized by the Superintendent.

The Contractor shall perform initial, periodic, and routine inspections and tests of the Escalators and Elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators and Escalators, (ASME A17.1) and the applicable Inspections, Manuals for Elevators and Escalators, (ASME A17.2.1 - electric Elevators, A17.2.2 - hydraulic Elevators and A17-2.3 - Escalators) and provisions of governmental regulations (for example, NYC Building Code) which would be applicable if PATH were a private corporation. Perform the inspections and tests indicated in paragraphs (8) and (9) of this Scope of Work.

All costs for inspections and tests shall be included in the unit prices given in Contractor's Cost Proposal Form. The Contractor shall provide all equipment, materials and apparatus for the Contractor to properly perform the inspections and tests. The Contractor shall inform PATH of the schedule of code inspections and tests

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0167	PLH – 02P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM	12Y	MPC12 & MPC13
0168	PLH – 03P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA SIDE PLATFORM	12Y	MPC12 & MPC13
0169	FLH – 01S	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	"C YARD"	12Y	MPC12 & MPC13
0170	PLH – 01S	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	12Y	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0148	PLH - 01C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR – PASS	HARRISON - CONTROL ZONE	12 Y	MPC12 & MPC13
0149	PLH - 02C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR – PASS	HARRISON - MAIN REPAIR SHOP	12 Y	MPC12 & MPC13

ROSTER OF ROUTINES

0150	FLH - 03C	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR – FREIGHT	HARRISON - MAIN REPAIR SHOP	12 Y	MPC12 & MPC13
0151	PLH - 01H	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	12 Y	MPC12 & MPC13
0152	PLH - 01W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	12 Y	MPC12 & MPC13
0153	PLH – 02W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	12 Y	MPC12 & MPC13
0154	PLH – 03W	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	12 Y	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0155	PLH – 01W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC - PLATFORM 1	4 Y	MPC23
0156	PLH – 02W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC - PLATFORM 2 & 3	4 Y	MPC23

ROSTER OF ROUTINES

0164	PLH – 03W	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	WTC PLATFORM 4&5	4Y	MPC23
0157	PLH – 01A	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	33RD STREET - FAREZONE	4 Y	MPC23
0158	PLH – 01H	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	HOBOKEN - FAREZONE	4 Y	MPC23
0159	PLR – 01P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA - STREET LEVEL	4 Y	MPC23
0160	PLR – 02P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA - PLATFORM LEVEL	4 Y	MPC23
0163	PLR – 03P	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	PAVONIA – SIDE PLATFORM LEVEL	4Y	MPC23
0161	PLH - 09J	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	JSTC - TRACK 1 & 2	4Y	MPC23

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0162	PLH – 10J	WASH ELEVATOR GLASS SHAFTS AND HOISTWAYS	JSTC - TRACK 3 & 4	4Y	MPC23
	PLR – 01P		PAVONIA - STREET LEVEL		MPC
0164	PLR – 02P		PAVONIA - PLATFORM LEVEL	Y	MPC
0165	PLF – ALR	MONTHLY FIREFIGHTERS SERVICE TEST ALL JSTC ELEVATORS	JSTC - 1 THROUGH 10	12Y	MPC24
0166	PLF - ALJ	MONTHLY FIREFIGHTERS SERVICE TEST ALL STATION ELEVATORS	EX. PL - WTC - PAV - HOB - CON SHOP 33RD ST-HCMF- W YARD	12Y	MPC24
0167					
0168					

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0169					
0170					
0171	FLH – 01S	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	"C YARD"	4Y	MPC14
0172	PLH – 01S	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	4Y	MPC14
0173	PLR – 01P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	4Y	MPC14
0174	PLR – 02P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	4Y	MPC14
0175	PLR – 03P	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	4Y	MPC 14

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0176	PLT - 01J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - TOWER	4Y	MPC14
0177	PLT - 02J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - TOWER	4Y	MPC14
0178	PLT - 03J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - TOWER	4Y	MPC14
0179	PLT - 04J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - TOWER	4Y	MPC14
0180	PLT - 05J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – FREIGHT	JSTC - TOWER	4Y	MPC14
0181	PLT - 06J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - PARKING	4Y	MPC14
0182	PLT - 07J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – PASS	JSTC - PARKING	4Y	MPC14

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0183	FLH - 08J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR – FREIGHT	JSTC - KISS + RIDE	4Y	MPC14
0184	PLH - 09J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	4Y	MPC14
0185	PLH - 10J	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	JSTC - TRACK 3 + 4	4Y	MPC14
0186	PLT - 55X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	4Y	MPC14
0187	PLT - 56X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	4Y	MPC14
0188	PLH - 11X	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR – HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	4Y	MPC14

ROSTER OF ROUTINES

0189	PLH - 01A	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	4Y	MPC14

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0190	PLH - 01C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	4Y	MPC14
0191	PLH - 02C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	4Y	MPC14
0192	PLH - 03C	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	4Y	MPC14
0193	PLH - 01H	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	4Y	MPC14
0194	PLH - 01W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	4Y	MPC14

ROSTER OF ROUTINES

0195	PLH - 02W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	4Y	MPC14
0196	PLH - 03W	QUARTERLY MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	4Y	MPC14

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0197	PLT - 01J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0198	PLT - 02J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0199	PLT - 03J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15
0200	PLT - 04J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	2Y	MPC15

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0201	FLT - 05J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR – FREIGHT	JSTC - TOWER	2Y	MPC15
0202	PLT - 06J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR – PASS	JSTC - PARKING	2Y	MPC15
0203	PLT - 07J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR – PASS	JSTC - PARKING	2Y	MPC15

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0204	FLH - 08J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR – FREIGHT	JSTC - KISS + RIDE	2Y	MPC15
0205	PLH - 09J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	2Y	MPC15
0206	PLH - 10J	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	2Y	MPC15
0207	PLT - 55X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	2Y	MPC15

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0208	PLT - 66X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	2Y	MPC15
0209	PLH - 11X	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	2Y	MPC15
0210	PLH - 01A	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	2Y	MPC15
0245	FLH – 01S	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	"C YARD"	2Y	MPC15
0239	PLH – 01S	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	2Y	MPC15
0283	PLR – 01P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	2Y	MPC15
0284	PLR – 02P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	2Y	MPC15
0285	PLR – 03P	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	2Y	MPC15

PATH Elevator and Escalator Maintenance

PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0211	PLH - 01C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	2Y	MPC15
0212	PLH - 02C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	2Y	MPC15
0213	PLH - 03C	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	2Y	MPC15
0214	PLH - 01H	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	2Y	MPC15
0215	PLH - 01W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	2Y	MPC15
0216	PLH - 02W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	2Y	MPC15
0217	PLH - 03W	SEMI ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	2Y	MPC15

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0218	PLT - 01J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0219	PLT - 02J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0220	PLT - 03J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0221	PLT - 04J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - TOWER	1Y	MPC16
0222	FLT - 05J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	1Y	MPC16
0223	FLT - 06J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC16

ROSTER OF ROUTINES

0224	PLT - 07J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - PASS	JSTC - PARKING	1Y	MPC16

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0225	FLH - 08J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	1Y	MPC16
0226	PLH - 09J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC16
0227	PLH - 10J	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC16
0228	PLT - 55X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC16
0229	PLT - 66X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC16

ROSTER OF ROUTINES

0230	PLH - 11X	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC16
0231	PLH - 01A	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	1Y	MPC16
0286	FLH – 01S	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	"C YARD"	1Y	MPC16
0287	PLH – 01S	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W" YARD	1Y	MPC16
0274	PLR – 01P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	1Y	MPC16
0273	PLR – 02P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM AREA	1Y	MPC16
0246	PLR – 03P	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR- HYDRAULIC ELEVATOR - E&D	PAVONIA SID PLATFORM AREA	1Y	MPC16

PATH Elevator and Escalator Maintenance

PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0232	PLH - 01C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	1Y	MPC16
0233	PLH - 02C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	1Y	MPC16
0234	PLH - 03C	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	1Y	MPC16
0235	PLH - 01H	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC16
0236	PLH - 01W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC16
0237	PLH - 02W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 & 3	1Y	MPC16
0238	PLH - 03W	ANNUAL MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 & 5	1Y	MPC16

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0239					
0240					
0241					
0242					
0243					
0244					
0245					

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0246					
0247	ESC - 01J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - TRACK 3 & 4 EAST	1Y	MPC22
0248	ESC - 02J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - TRACK 1 & 2 EAST	1Y	MPC22
0249	ESC - 03J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC22
0250	ESC - 04J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC22
0251	ESC - 05J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC22
0252	ESC - 06J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC22

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0253	ESC - 07J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC22
0254	ESC - 08J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC22
0255	ESC - 09J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC22
0256	ESC - 10J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 3 & 4	1Y	MPC22
0257	ESC - 11J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 3 & 4	1Y	MPC22
0258	ESC - 12J	ANNUAL CLEANDOWN OF ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 3 & 4	1Y	MPC22

ROSTER OF ROUTINES

0259	ESC - 13J	ANNUAL CLEANDOWN OF ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC22

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0260	ESC - 14J	ANNUAL CLEANDOWN OF ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC22
0261	ESC - 15J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0262	ESC - 16J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0263	ESC - 17J	ANNUAL CLEANDOWN OF ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC22
0264	ESC - 01P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22

ROSTER OF ROUTINES

0265	ESC - 02P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22
0266	ESC - 03P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC22

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0267	ESC - 04P	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA – STREET LEVEL	1Y	MPC22
0268	ESC - 01X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22
0269	ESC - 02X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22
0270	ESC - 03X	ANNUAL CLEANDOWN OF ESCALATORS O + K RT - HOLS - 511 - 4 – 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC22

ROSTER OF ROUTINES

0271	ESC - 01G	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD – 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC22
0272	ESC - 02G	ANNUAL CLEANDOWN OF ESCALATORS O + K MODEL RT / HD – 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC22
0273					

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0274					
0275	INSP – AM	CHECK ALL ELEVATOR & ESCALATOR AT START OF AM RUSH HOUR. DAILY CHECK OF ALL JSTC ELEVATOR MAINTENANCE	JSTC	5W	MPC25
0276	INSP – PM	CHECK ALL ELEVATOR & ESCALATOR AT START OF PM RUSH HOUR. DAILY CHECK OF ALL STATION ELEVATOR INTERCOM	EXPL, WTC, PAVONIA, HOBOKEN, 33RD STREET	5W	MPC25

ROSTER OF ROUTINES

0277	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	12Y	MPC12 & MPC13
0278	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	12Y	MPC14
0279	FLH - 01S	MAINTENANCE OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD.	12Y	MPC15
0280	FLH - 01S	ROUTINE INSPECTION AND TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - FREIGHT	CONSOLIDATED SHOP AT "C" YD	12Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0281	FLH - 01S	PERIODIC INSPECTION & TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	1Y	MPC3 & MPC4
0282	FLH - 01S	PERIODIC INSPECTION & TEST OF HYDRAULIC AND TEST FOR TRACTION ELEVATORS-TRACTION ELEVATOR - PASS	CONSOLIDATED SHOP AT "C" YD	1Y	MPC16

ROSTER OF ROUTINES

0283					
0284					
0285					
0286					
0287					

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0092	PLT – 07J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC – PARKING	1Y	MPC5 & MPC6

ROSTER OF ROUTINES

0093	PLT – 55X	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0094	PLT – 66X	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0095	PLT – 01J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	JSTC – TOWER	1Y	MPC7
0096	PLT – 02J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	JSTC – TOWER	1Y	MPC17
0097	PLT – 03J	ROUTINE INSPECTION AND TEST FOR RACK & OPINION RACK & PINION - E&D	JSTC – TOWER	1Y	MPC7
0098	PLT – 04J	ROUTINE INSPECTION AND TEST FOR RACK & PINION RACK & PINION - E&D	JSTC – TOWER	1Y	MPC7

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 1

Work to be done: Routine Tests for Escalators

Frequency: Annual

Note: These inspections and tests shall include the requirement of A17.1 Safety Code for Elevators and Escalators - Section 1007 Routine inspections and tests of escalators and ASME A17.2.3 Inspections Manual for Elevators and Escalators.

Description:

a. Check and eliminate all excessive noise, vibration and abnormal operation.
b. Check all illumination (such as demarcation lights, comb lights, newel lights, handrail lights and landing lights) and alarms for proper operation.
c. Check threshold, access, landing and pit cover plate condition.
d. Check main belt tension for moving walks (if applicable).
e. Test and adjust all operating and safety switches and devices.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 2

Work to be done: Periodic Inspection and Test for escalators

Frequency: Annual

Note: These inspections and tests shall include the requirements of A17.1 Safety Code for Elevators and Escalators – Section 1008 Periodic Inspection and Tests of Escalators, the routine tests in MP #1, the ASME A17.2.3 Inspectors' Manual for Escalators and the following:

1. Speed Governors. Where a speed governor is provided, the governor shall be tested by manually operating the trip mechanism. The trip mechanism shall move freely for its entire required travel.
2. Escalator Broken Step-Chain (Carriage) Device. The test of the broken step shall be performed by operating manually and adjusting as necessary.
3. Broken Drive-Chain Devices. Operation of the broken drive-chain device, where a drive chain is used, shall be tested by manually operating the actuating mechanism. The actuation device shall have free motion for its entire required travel.
4. Stop Switches. All stop switches, including those in machine space, and mainline disconnect switches shall be tested for proper operation. Alarms if present, shall be checked for proper operation.
5. Skirt-Obstruction Device shall be manually operated by simulation of obstruction.
6. Stopping distance: Check that the stopping distance is not less than 4.5 inches (120 fpm units) or eight inches (90 fpm units). In no case shall the stopping distance exceed the distance from the skirt obstruction devices to the combplate.
7. Brakes. Test operation of the electrically released brake when the other safety devices are manually operated. The operation of the brakes shall be observed at that time. When the brake is applied it shall stop the escalator in accordance with the requirements of the A17.1 code for deceleration and distance. Do not employ a time delay in the control circuiting to achieve the above stopping distance. Check the brake linings and the tension on the brake shoes or brake discs. Any adjustments required to the brake torque motor are always to be done at running temperature.
8. Starting Switches. Test starting switches for proper operation and type. Key switches shall be self centering, the key shall not be able to be removed from the run position and alarm shall sound when cover is lifted.
9. All safety devices shall be inspected and tested for proper function as required by A17.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 3

Work to be done: Routine Test and Inspection for Elevators (hydraulic)

Frequency: Annual

Note: These inspections and tests shall include the requirements of A17.1 code, section 1004 – Routine inspection and tests of Hydraulic Elevators and ASME A17.2.2.

Description:

a. Check and eliminate all excessive noise, vibration and abnormal operation.
b. Check all illumination (such as hall and position indicators, call buttons, emergency lighting and signals, lighting fixture, etc.) and alarms.
c. Check the condition of all car and hoistway doors and sills.
d. Check the tension in all belts and chains.
e. Test and adjust all operating and safety switches and devices.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 4

Work to be done: Periodic Inspection and test for elevators (Hydraulic)

Frequency: Annual (This shall also include the second Semi-Annual Inspection and Test for Hydraulic Elevators)

Note: The inspection and test shall include the requirements of A17.1 Code Section 1005 and 1004 and ASME A17.2.2. Periodic Inspections and Tests of Hydraulic Elevators, the Routine Inspection in MP #3, and the following:

Description:

a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
b. All moving parts and components that are in contact with other moving parts or components including, but not limited to, ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides, shall be inspected to ensure they are in proper operating condition and properly adjusted.
c. All structural components shall be inspected to ensure that their integrity has not been compromised.
d. All tests as shown in MP #3.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 5

Work to be done: Routine Inspection and test of Elevators. (Electric Traction)

Frequency: Annual

Note: These inspections and tests shall be performed in accordance with ASME A17.1, Section 1001-Routine Inspection and test for electric and traction elevator and ASME A17.2.1 Inspectors' Manual for Electric Traction Elevators and the following shall be performed:

Description:

a. Check and eliminate all excessive noise, vibration and abnormal operation.
b. Check all illumination (such as hall and position indicators, call buttons, emergency lighting and signals, lighting fixtures, etc.) and alarms.
c. Check the condition of all car and hoistway doors and sills.
d. Check the tension in all belts and chains.
e. Test and adjust all operating and safety switches and devices.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 6

Work to be done: Periodic Inspection and test of Elevators. (Electric Traction)

Frequency: Annual

Note: All applicable tests and inspections shall be performed in accordance with ANSI/ASME A17.1, Section 1002-Periodic Inspection and test for electric and traction elevator and the ASME A17.2.1 Inspector's Manual for Electric Elevators, the routine Inspections and Tests in MP #5 and the following:

Description:

a. All operating and safety devices and switches shall be tested for proper operation and adjusted as necessary.
b. All moving parts or components that are in contact with other moving parts or components that must move in order to function properly including, but not limited to ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides shall be inspected to ensure they are in proper operation condition and properly adjusted.
c. All structural components shall be inspected to ensure that their integrity has not been compromised.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 7

Work to be done:	Inspection and Test of Elevators (Electric Traction)
Frequency:	Five Years (The initial test will be performed two months after the effective date of this contract).
Description:	Perform all applicable tests and inspections in accordance with ANSI/ASME A17.1, Section 1002-Periodic Inspection and test of electric traction elevator, the ASME A17.2.1 Inspectors' Manual For Electric Elevators and the Routine Inspections and tests included in MPC #5.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MC: 11

Work to be done: Maintenance, checks and Services for Escalators.

Frequency: Monthly (12 Routines per year per unit)

Description:

a. Open pits shall be barricaded to prevent public access.
b. During Maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the main line switch. The main line switch shall be mechanically locked out in the off position while working inside the normal path of moving gear. Code required or manufacturer's related safety devices shall not be rendered inoperative.
c. Clean and inspect controllers, relays, fuses, switches, timers and contacts. Repair as needed.
d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous with the top of the landing plates with no abrupt changes in elevation of more than ¼ inch.
e. Worn or damaged equipment creating a safety hazard shall be replaced.
f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with manufacturer's criteria and the applicable ASME A17.1, New York City Building and/or New Jersey Administrative Requirements. Check operation of controller.
g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step treads and between adjacent pallets.
h. The clearance on either side of the escalator steps between the step and the adjacent skirt shall be not more than three-sixteenths (3/16) of an inch.
i. Handrails:
    1. The use of hinges for splicing is prohibited.
    2. Use a safe and recommended cleaner and conditioner.
j. Use a machine such as the "Tread Master" to clean the treads of all steps.
k. Lubricate skirt panels with approved silicone lubricant. If overspray gets into either steps or combplates, wipe off any such overspray in order to prevent a slipping hazard.
l. Check that all panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards.
m. Start key switches shall be self centering and not removable in the run position. Stop switches and audible alarms shall be operational.
n. Lubrication of all parts requiring lubrication shall be made in accordance with Manufacturers' recommendations and using approved lubricants.
o. All lighting associated with the escalators shall be relamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, thread demarcation lights, comb lights, comb illuminators, skirt lights, handrail lights and newel lights.

p. Check drive motors for any irregularities and proper lubrication. Repair as necessary.
q. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.
r. Check all bearings, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.
s. Check all ceiling intersection guards, deck barricades and anti-slide devices. Repair/replace as necessary.
t. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.
u. Clean all filters including the air filter for the controller cabinet.
v. Clean out top and bottom pits.
w. Top off all fluid containers/reservoirs with appropriate fluids.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 12

Work to be done: Routine Maintenance of Elevators.

Frequency: Monthly (12 times per year)

Description:
1) Perform this MP on all electric elevators once per month.
2) Perform this MP in conjunction with MP #13 on all elevators (Electric and Hydraulic) once per month under a separate work request.

a. Perform general inspection for proper operation of all machinery, including but not limited to traction motor, tanks, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive, valves, selector and floor controllers. Lubricate as required.
b. Empty drip pans, discard oil, check reservoir oil level. Replenish oil as needed. Maintain the level of oil above the minimum required. Keep pressure tank at least 2/3 full. Any unexplained oil leak shall immediately be reported to the Superintendent.
c. Inspect and lubricate machinery, contacts, linkage and gearing. Repair as required.
d. Clean and inspect controller, selectors, relays, fuses, switches, timers and contacts. Repair as required.
e. Ride car and observe operation of doors, leveling, reopening devices, smoothness. Adjust/repair as needed.
f. If rails are lubricated, check condition and lubrication. Service lubricators. Lubricate as needed.
g. Check operation of all hoistway door interlocks. Repair as required.
h. Inspect all lighting associated with the elevator, including, but not limited to pit lights, equipment room lights, shaft way lights, position indicators, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, under-floor lights, cab, entrance and roof lights. Replace/relamp as needed. Relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance form" specification hereinafter. Check all alarms and maintain in proper working order.
i. Inspect and maintain in proper working order all wiring and conduit for elevator power, lighting and controls. Responsibility extends from the disconnect switch located in the machine room to its end point in the elevator circuitry.
j. Remove litter, dust, oil and other extraneous materials from all machine rooms.
k. Clean all filters including air filters for controllers.
l. Wipe down all equipment in Motor Rooms/Controller Rooms.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 13

Work to be done: Periodic Maintenance of Elevators

Frequency: Monthly (12 times per year)

Description: 1) Perform this MP in conjunction with MP #12 once per month on all elevators.

a. Observe operation of elevator throughout its full range and at all floors it services to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine the cause and correct it.
b. Check door operations, clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, setscrews contracts, chains, and cams.
c. Inspect interior of cab. Test telephone and communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights. Repair as necessary.
d. Inspect hoists and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
e. Test mechanism. Observe operation of motor, generator, pump, oil lines, tank, controls, plunger, packing, brakes, governor, traction, machinery and sheaves.
f. Test manual and emergency control. Repair as needed.
g. Check oil level in car and counterweight oil buffers; add oils as required.
h. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary. The amount of leakage should not exceed 5 gallons.
i. Visually inspect controller, selector, contacts and relays. Check adjustment and repair as required.
j. Check hoistway doors. Clean, lubricate and adjust tracks, hangers and up thrust, eccentrics, linkage, gibs and interlocks.
k. Clean, adjust and lubricate car door or gate tracks, pivots, gibs, hangers, car grille and stile channels.
l. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighter's Service to assure that the system is maintained in proper operating order. A written record of the finds of the operation shall be made and provided to the Superintendent.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 14

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Quarterly

Description:

a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and indicators. Repair and/or adjust for proper leveling.
b. Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate as necessary.
c. Check buffers for free movement and clean as required.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 15

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Semi-Annual

Description:

a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation overloads. Clean and inspect fuses and holders and all controller connections.
b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and the counterweight. Inspect and test limit and terminal switches. Test and adjust car shoes, gibs and roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
c. Clean all overhead beams, sills bottom of platform, car tops and hoistway walls.
d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to the buffers.
e. Clean Car light fixtures. Relamp if needed.
f. Check scavenger tank.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 16

Work to be done: Maintenance of Elevators-Hydraulic, Traction

Frequency: Annual

Description:

a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 Section 1206.
b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
c. Thoroughly clean the mechanism, pit, top and bottom of car and all other elevator components and areas.
d. Every six years flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**
e. Pressure tanks and piston rods shall be cleaned every 3 years in accordance with SME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 20

Work to be done: Maintenance of all Elevators

Frequency: Semi-Annual

Description:

a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation overloads. Clean and inspect fuses and holders and all controller connections.
b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and the counterweight. Inspect and test limit and terminal switches. Test and adjust car shoes, gibs, or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
c. Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls.
d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to buffers.
e. Clean Car light fixtures.
f. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 Section 1206.
g. Take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
h. Thoroughly clean the mechanism, pit, top and bottom of car and all other elevator components and areas.
i. Every six years flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**
j. Pressure tanks and piston rods shall be cleaned every 3 years in accordance with ASME A17.1 Rule 1206. **Depending on last service this routine may occur during the life of the contract.**

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MP: 22

Work to be done: Cleaning down of the Escalators.

Frequency: During the first two months after the effective date of the contract. Once every year, thereafter.

Description:

a. Remove all steps. Remove all panels or covers necessary to access the interior of the units. All escalator steps shall safely stacked on pallets and wrapped in plastic. All steps must be sent out to be professionally cleaned by a PATH approved vendor.
b. Clean the entire interior of each unit with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps and belts, handrail systems, chains, pits, trusses, roller tracks and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored and the units barricaded.
c. Inspect the roller tracks for alignment and realign as required. Replace all worn components such as wheels, axles and bearings. Reassemble the unit after the cleaning is complete.
d. Any part or parts of the escalator which for any reason become unsuitable for use shall be repaired and replaced.
e. Refinish and replace balustrades as necessary.
f. Repair, replace or refinish any electrical or mechanical component of the escalator as necessary.
g. Replace any broken comb sections.
h. Inspect all lighting and relamp if needed.

PATH Elevator and Escalator Maintenance
PART V – Appendix A
Maintenance Procedures

MPC: 23

Work to be done: Wash Glass Shafts on Designated Elevators

Frequency: Quarterly

Description:

a. Thoroughly clean and wash inside glass panels of elevator shaft hoistway and outside glass panels of elevator car in elevator shaft hoistway.
b. Provide and utilize a suitable glass cleansing agent, i.e. "Windex" or approved equal.
c. Provide and utilize window washing tools and equipment, i.e. Squeegees, Water, sponges and clean rags.
d. Utilizing a shop vac, vacuum and polish with an approved stainless steel cleanser all inside elevator shaft hoistway stainless steel metal sills and struts.
e. Clean all overhead beams, sills, bottom of platforms, car tops and hoistway walls.

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS 3

PART II GENERAL PROVISIONS 4

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

44. Contractor's Vehicles – Parking - Licenses 20
45. Superintendent/Manager's Authority 21
46. Price Preference 21
47. Good Faith Participation 21

PART III CONTRACTOR'S INTEGRITY PROVISIONS 22
1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 22
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees 22
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts 24
4. No Gifts, Gratuities, Offers of Employment, Etc 24
5. Conflict of Interest 24
6. Definitions 25

STANDARD CONTRACT TERMS AND CONDITIONS

PART I. GENERAL DEFINITIONS

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

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

PATH – shall mean the Port Authority Trans-Hudson Corporation.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month – unless otherwise specified, shall mean a calendar month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of PATH

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

b. A copy of the facility Rules and Regulations of PATH shall be available for review by the Contractor at the Office of the Director/General Manager of PATH.

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Director, officer, agent or employee of PATH is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, PATH, their Directors, Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

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

The Contractor further recognizes that the provisions of this numbered clause (though not only such

provisions) are essential to PATH's consent to enter into this Contract and that without such provisions, PATH would not have entered into this Contract.

4. Personal Non-Liability

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

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of PATH

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.

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

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

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

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

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

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

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

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

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

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract PATH may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude PATH from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between PATH or the Port Authority and the Contractor (including its obligation to PATH or the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH or the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between PATH or the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor or if in the opinion of PATH any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as PATH may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by PATH shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such

interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefore. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If PATH pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to PATH any such amount promptly upon receipt of PATH's statement therefore.

k. PATH shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Sales to PATH are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors)

hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as PATH may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of PATH of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period PATH has notified the Contractor in writing of a pending claim by PATH under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Superintendent/Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by PATH to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Superintendent/Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Superintendent/Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of PATH will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided PATH has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of PATH and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent

Contractor, without the prior written approval of PATH, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to PATH.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on PATH to such subcontractor or to give the subcontractor any rights against PATH.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or PATH, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

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

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

respecting suits against PATH.

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Superintendent/Manager.

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

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority/PATH may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. *High Security Areas*

a. Services under the Contract may be required in high security areas, as the same may be designated by the Superintendent/Manager from time to time. PATH shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Superintendent/Manager. The Contractor shall conform to the procedures as may be established by the Superintendent/Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Superintendent/Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Superintendent/Manager during the term of the Contract.

33. Notification of Security Requirements

PATH operates facilities and systems, at which terrorism or other criminal acts may have a significant

impact on life safety and key infrastructures. PATH reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by PATH. The Contractor shall and shall instruct its subcontractors to cooperate with PATH staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) 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; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize PATH or its designee to perform background checks. Such authorization shall be in a form acceptable to PATH. If PATH directs the Contractor to have identity checks and background screening performed by a particular firm designated by PATH, PATH will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If PATH requires facility-specific identification cards for the Contractor's and subcontractors' staff, PATH will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

PATH will provide for facility access control, inspection and monitoring by Authority retained security guards. Should PATH require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to PATH retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

PATH may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from PATH a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Superintendent/Manager to obtain a

PATH Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish PATH with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Non-Publication

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Superintendent/Manager, any employee so assigned is performing their functions unsatisfactorily, they shall

be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Superintendent/Manager's request for such replacement.

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Superintendent/Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority or PATH employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority or PATH employee or former Authority or PATH employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid

to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the PATH shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

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

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

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

4. No Gifts, Gratuities, Offers of Employment, Etc.

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

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority or PATH contract), etc. which might tend to obligate the Port Authority or PATH employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority or PATH contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to PATH) to which it is contemplated PATH

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

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

approximately ten (10) business days in advance of testing to allow PATH opportunity to provide an inspector to witness the tests and inspections. The Contractor must properly document all the inspections and tests regardless of any other reports generated by any other parties (for example, Port Authority and/or PATH Inspector or Insurance carriers, etc.). Additionally the Contractor must provide all documentation of all test and inspection to PATH electronically and in writing. If the Contractor does not provide all the aforementioned documentation PATH may retain payment of the next monthly maintenance invoice. If for any reason the inspections and tests are delayed, extended or rescheduled, then the Contractor shall complete the inspections and tests at no additional cost to PATH.

Perform routine Inspections & Tests and Periodic Inspections & Tests on each unit bi-weekly or at such other frequencies as code requires or as the Superintendent may designate. A more thorough "Code Inspection" and full clean down of each individual unit based on the applicable ASME standard, New York City Building Code or other code to satisfy the minimum five (5) code inspections required in two (2) years. To accomplish this objective, one bi-weekly "Routine Inspection" per unit will be replaced by a "Code Inspection" on a rotating basis to allow extra time necessary to perform the more through code-mandated inspection within each inspection cycle. Each unit shall be examined bi-weekly for a total of 26 inspections per year. The cycle shall commence within 30 days of the issuance of the Contract. Code Inspection tests occurring between January 1st and September 15th of the Calendar year shall serve to satisfy the Code requirement.

In NYC, Elevators and Escalators shall have five (5) code inspections within a two (2) year period or at other frequencies as designated by the Superintendent (note: other than the required code inspections, the Contractor will be compensated as Extra Work). Arrange for three (3) of the code inspections to be witnessed by PATH; verify the other two (2) code inspections at no additional expense to PATH. Supply documentation proving that all items have been tested and inspected according to code. The contractor's code inspection shall be at intervals not to coincide with PATH's code inspection, but rather at times that will fulfill the code requirements.

PATH shall have the right to perform its own inspections and tests of the equipment at any time and to request that the Contractor assist them in their tests and inspections, at no additional charge.

Any deficiencies discovered as a result of inspections and tests performed by the Contractor and/or PATH, shall be corrected immediately by the Contractor, after which the deficient equipment shall be repaired and retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Superintendent. Upon completion of these inspections and tests and the correction of deficiencies, the Contractor shall render to the Superintendent a written statement of the results of the inspections and tests. All retesting and repairs herein shall be at no cost to PATH.

The Contractor is fully responsible for (1) the services as specified herein for Elevators and Escalators, (2) the replacement of all parts, except those parts listed in the clause entitled "Parts Exclusion" and (3) the provision of all labor required to continually keep the Elevators, Escalators and Lift in operation and in compliance with the applicable codes and standards that would apply if the Authority were a private corporation.

This agreement covers but is not limited to the following categories of work:

A. Maintenance, Testing and Inspection - which includes but is not limited to preventive maintenance, routine maintenance, routine inspections, periodic inspections, code inspections, parts, tests, non-routine repairs and cleandowns.

B. Callback Service; in response to requests to troubleshoot and repair unplanned events that require immediate attention.

C. Project Work; that may consist of vandalism repairs and other tasks, which PATH may elect to have Contractor perform.

The Scope Of Work herein requires the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraphs. In addition, all things not expressly mentioned in the Scope Of Work herein but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraphs are required by the Scope Of Work herein and the Contractor shall perform the same as though they were specifically described.

3. Personnel Requirements

The Contractor shall use only licensed, experienced, skilled, competent, trained Elevator mechanics in the performance of the inspection, testing and maintenance work. All work shall be performed by qualified Elevator and Escalator mechanics supervised by the Contractor. Mechanics must have a minimum of five (5) years experience as a Mechanic. It is not necessary for all the required experience to have been acquired with the Contractor's firm. Helpers shall have completed certified apprentice training programs. All mechanics and supervisory personnel shall be specially trained and shall have thorough experience in the maintenance of the particular types of Elevators and Escalators in the facility. The Contractor shall, if requested by the Superintendent, furnish proof of this training and experience to the satisfaction of PATH.

If, in the opinion of the Superintendent, any employee of Contractor is performing his functions unsatisfactorily, the Contractor shall replace him within twenty-four (24) hours following the Contractor's receipt of the Superintendent's request for such replacement.

The Contractor's mechanics and other personnel shall adhere to the facilities' safety standards and rules and shall comply with all directives issued by the Superintendent. The Contractor's personnel shall immediately comply with all directives issued by PATH's Police officers. Failure to comply with authorized directives shall cause PATH to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Superintendent's staff.

The Contractor's employees shall sign in and out at the start and end for each tour at the Journal Square Transportation Center, Way & Structures Division Office or at an area designated by the Superintendent. All employees shall report equipped with the following minimal equipment:

A. A vehicle and or equipment to transport personnel, tools and materials at the work site.

B. Appropriate power & hand tools and safety equipment to perform the required work.

C. Supply of parts to restore common service interruptions resulting from Elevator and Escalator failures such as but not limited to: landing and cab door malfunctions, cab leveling adjustments, hall and cab push button station problems and indicator outages, broken Escalator comb plates, hand rail or steps, failed or out of adjustment safety switches, hand rail drive adjustments, comb plate and impact device trips, replacement lamps and any other items necessary to conform with the requirements of this Contract.

D. Contractor shall provide at no additional cost to PATH Nextel radio/telephones or other approved communications devices to be used by Contractor's resident teams to ensure that instant communication can be achieved 24 hours a day, seven days per week between the Superintendent, Lead Mechanic and Resident Teams. For Security and Safety, all of the Contractor's employees shall be required to carry and immediately respond to the communications devices. Upon receiving a call from the Superintendent, the employee shall promptly return the call via Nextel, telephone or facility assigned Radio equipment. PATH will provide PATH Radios and pagers to Lead Mechanics. The Contractor will be responsible for loss or damage to PATH-provided equipment. Telephone numbers for PATH Communications Desk are: (201) 216-6557 or (201) 216-6558.

4. Staffing Levels

The Contractor is required to assign and have the Contractor Staff report to JSTC, as a minimum, staffing as follows:

One (1) Mechanic	Monday – Friday 6:00 AM to 2:00 PM
One (1) Lead Mechanic	Monday – Friday 8:00 AM to 4:00 PM
One (1) Helper	Monday – Friday 8:00 AM to 4:00 PM
One (1) Mechanic	Monday – Friday 4:00 PM to 12:00 AM
One (1) Clerk	Monday – Friday 8:00 AM to 12:00 PM

All staff shall be assigned to this Contract on a full time basis to perform assigned routine and non-routine work. Staff shall be at the facility during the days and hours delineated.

The Contractor shall provide such full time coverage regardless or whether the regularly assigned employees are absent from the site of the work due to vacation or personal leave or for any other reason.

Provide personnel for Extra Work when such is deemed necessary by the Superintendent. Supply the numbers of personnel as required by the Superintendent within twenty-four (24) hours of receipt by the Contractor of notice from the Superintendent. Following submittal of satisfactory written records and reports as required and approved by the Superintendent, Contractor will be compensated for Extra Work as herein provided.

The Superintendent will have the authority to decide all questions in connection with any Extra Work. The exercise by the Superintendent of the powers and authorities vested in him by this section shall be binding and final upon PATH and the Contractor.

At the outset of the Contract and at any time thereafter if it becomes necessary to replace any of Contractor's assigned employees, the resume/qualifications of the prospective replacements must be forwarded to the Superintendent at least two (2) weeks prior to filling those positions. The Superintendent will in his sole discretion determine whether the qualifications of the prospective employee meets those required under the terms of the contract.

5. Inventories and Replacement of Materials and Parts

The Contractor shall stock, keep and maintain in a secured location that allows quick access to the facility an inventory consisting of a supply of spare parts and materials, specialized tools and other items sufficient to make replacements and repairs without delay.

Replacement parts policy: Do not substitute for equipment parts and O.E.M. design those of other manufacturers unless approved by the Superintendent. If the O.E.M. has discontinued the item and the parts are no longer available, parts manufactured by companies other than the O.E.M., may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts if duplicated by nationally recognized manufacturers may, upon written authorization from the Superintendent, be used in lieu of the O.E.M. parts. Maintain a diagnostic tool and one set of spare boards for each equipment model, as required, on the job site, in "offsite" storage or in the Contractor's local branch office for the entire duration of the Contract. Replace any boards used out of stock within twenty-four (24) hours. When it is necessary for the Contractor to replace any part or item of material during the performance of Extra Work under this Contract, submit to the Superintendent for his approval the name and identifying number of the item, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that PATH is to be billed therefor. PATH shall have the option of a) approving same; or b) supplying said material to the Contractor itself provided it is of equal quality to that proposed by the Contractor.

6. Parts Exclusion

The-contractor will not be responsible for the following under regular maintenance:

A. Elevators: Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch.

B. Escalators: Balustrade panels (not including skirt panels), decking repairs and replacement if the repair and /or replacement is due to vandalism.

7. Breakdowns, Malfunctions or Damage

Immediately upon the Contractor's discovery or notification of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be maintained or repaired hereunder, he shall advise the Superintendent and shall place such "Out of Order" or warning signs as are appropriate. Such signs shall be furnished by the Contractor, shall remain in place until necessary repairs are completed and shall comply with all codes and Port Authority standards.

If for any reason an Elevator, Escalator or Lift is out of service for more than 30 to 60 minutes for trouble shooting and diagnosis, notify the Superintendent that the Elevator, Escalator or Lift was taken "out of service," the reason why, and the approximate time the Elevator, Escalator or Lift is expected to be restored to service for proper and safe operation. Notify the Superintendent immediately if the problem is likely to require Extra Work costs due to negligence, accidents or abuse that are not the fault of the Contractor.

When an Elevator, Escalator or Lift covered by this agreement is taken out of service, place a sign at each opening on all floors stating: "This (Elevator/Escalator/Lift) is being serviced" and indicate an alternate route. Maintain a record of routine maintenance items in need of correction, or brought to Contractor's attention, and submit this list to the Superintendent for necessary corrective action during the Contractor's routine visit.

For planned shut downs of more than one day, post a sign in the vicinity of the Elevator, Escalator or Lift at least two days in advance to advise patrons of intended shut down and duration. The Superintendent shall approve the format and placement of all signs prior to implementation.

8. Maintenance and Inspections of Escalators

The work described under the following paragraphs shall be performed by the Contractor and, unless otherwise specified applies to all parts of the Escalators including, but not limited to the following: steps, skirt panels, combs, surface areas of walk on plates and comb plates, plates, belts, handrails, panels and covers, structures, moving parts,

machine, motor and controller parts, chains, cogs, worms, gears, thrust bearings, brake magnet coils, brake shoes and linings, motor and generator brushes, windings, commutators, rotating elements, contacts, relays, coils, resistors, magnet frames and all other mechanical and electrical parts that may or do become inoperative during the term of the Contract.

The monthly maintenance prices for Escalators stated in the Contractor's Cost Proposal Form include compensation for maintenance of Escalators as set forth in this section. Such maintenance shall consist of all code-mandated requirements and the services outlined below and as specified by the manufacturer as a minimum.

Provide qualified staff as required to assist in all PATH's inspections, tests and equipment evaluations. PATH shall, at all times, have the right to make inspections of the escalators and of the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH, all of which will be at no additional cost to PATH.

The Contractor's supervisor shall respond to any Elevator accidents involving injuries that require medical attention.

The Contractor shall at the Superintendent's direction, respond with available on site personnel to inspect and evaluate the condition of equipment following any flood, weather problems, major incident, accident, fire, etc. and shall submit a written report.

A. In performing maintenance, the Contractor shall use all reasonable care to keep the Escalators in proper, reliable, safe, quiet and efficient operating condition, twenty-four (24) hours a day, seven days a week, including legal Holidays. Furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance.

   Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to other equipment for maintenance. All maintenance shall be, at a minimum, in accordance with the manufacturer's recommendations, NEII Performance Standards ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders, which would be applicable if PATH were a private corporation. This includes but is not limited to the New York City Building Code as applicable. Whenever services are rendered under this Agreement, it shall be the Contractor's responsibility to contact the Superintendent to report the kind of service rendered.

B. Maintain each escalator in proper adjustment for smooth, reliable, quiet operation. Regularly and systematically perform examinations and cleanings, supply lubricants and lubricate all parts as recommended by the manufacturer and make any necessary adjustments to each Escalator at least bi-weekly. Use only manufacturer's approved lubricants and cleaning materials, or their

equivalent, which must be approved by the Superintendent. Do not use excessive amounts of lubricant. All of PATH's escalators are in locations outside conditioned spaces and are exposed to outdoor weather conditions. Perform whatever extra maintenance is needed to maintain the life of all components on or in the escalators at no extra cost to PATH. Rain, snow, ice or deicing chemicals and their effects are not considered negligence, misuse and abuse. Replace any components showing wear or tear at no additional cost to PATH.

C. The preventive maintenance specified herein below is considered the minimum for each escalator and its individual components. If specific equipment covered by this Contract requires additional preventive maintenance for safe reliable operation, as specified by the Manufacturer, by NEII Performance Standards or by ASME A17.1, perform the required additional preventive maintenance without added cost to PATH.

D. At a minimum, perform maintenance service for each Escalator at the frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Superintendent. The "Schedule of Maintenance Checks and Services," Item Q hereafter, indicates the maintenance routines required to be performed bi-weekly. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Superintendent. The Superintendent shall have the right to revise an established maintenance time schedule by giving the Contractor one week's notice and at no additional cost to PATH.

E. Any part or parts of the Escalators, which for any reason become unsuitable for use shall be repaired or replaced with new components of the original manufacturer's current design. Such repair or replacement shall be included in the Contractor's monthly unit price for maintenance unless the Contractor shows that the clause entitled "Repairs Resulting From Negligence, Accidents or Actions Beyond Normal Wear and Tear" of the Scope Of Work herein is applicable. Such parts shall include, but shall not be limited to: machines, gears, bearings, worms, sheaves, sprockets, brakes, chains, belts, steps, pallets, switches, conductors, wiring, cables, electrical and mechanical components.

F. All wiring, conductors, cables and conduits for power, lighting and control on the load side of the disconnect switch servicing the unit shall be maintained in proper working order by the Contractor.

G. Skirtboards refinishing and maintenance shall be the responsibility of the Contractor. Apply an approved lubricant to the skirt panels weekly; use all care to apply the lubricant properly and avoid excessive spray on steps.

H. The Elevators and Escalators shall have five (5) code inspections within a two (2) year period Three (3) of the code inspections shall be witnessed by

the Superintendent and the other two (2) code inspections shall be verified by the Contractor at no expense to the Port Authority. As a minimum completely clean each Escalator during three (3) of the five (5) code inspections. For code inspections remove all steps and also all panels and covers necessary to completely access the interior of the units. The entire interior of each unit shall be inspected, vacuumed and wiped clean with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets, belts, handrail systems, safeties, chains, pits, trusses, roller tracks and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored, and the unit barricaded as approved by the Superintendent. Inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels, axles and bearings. The unit shall be reassembled after the cleaning is complete.

I. Replacement of balustrades, if ordered by the Superintendent, shall constitute Extra Work.

J. Any component of the existing escalators maintained under this Contract that that is repaired, replaced or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to PATH.

K. Properly physically barricade escalators at both ends to prevent access during all work. Furnish and install all needed barricades and post "OUT OF SERVICE" signs approved by PATH at each end.

L. It is the intent of the Contract to provide for complete maintenance of PATH Escalators so that they will be in first class operating condition at all times. The ASME A17.1 and A17.2, and NYC Building Code as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor. The apparent silence of the Contract as to any detail, or the apparent omission of any work to be done shall mean merely that the best general practice is to prevail and that only the best materials and workmanship are to be used. Interpretation of the Contract shall be made upon that basis.

M. When an escalator is shut down or fails to operate Contractor shall return the equipment to service with as little delay as possible. When an Escalator is shut down or fails to operate, the Contractor shall place signs in full view and on a barrier placed at each end of the Escalator and at all corridor entrances indicating that the escalator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the Escalator is expected to be back in service and an alternate path.

N. PATH shall at all times have the right to make inspections of the escalators and of the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to PATH.

O. The escalators shall be kept at the same speeds, as specified in the original Escalator maintenance manual. Comply with all codes (including ASME A17.2.3) that would apply if PATH were a private corporation regarding safety devices and requirements. Annually calibrate comb impact devices with an approved dynamometer in both the vertical and horizontal directions. Render no safety or electrical protective devices inoperative except where necessary during testing, inspection or maintenance. Restore such devices to their normal operating condition immediately afterwards.

P. Compile and maintain records of all tests, inspections, repairs etc. on forms approved by the Superintendent. Keep records current. Records will remain the responsibility of the Contractor and the property of PATH. Provide electronic and written documentation to PATH within 2 weeks after all tests and inspections performed under this contract. PATH will retain all payment of invoices until all required inspection reports have been submitted to the Superintendent.

Q. Schedule and perform Maintenance Check and Services bi-weekly 26 times per year for each unit. Maintenance Check and Services shall consist of Routine Maintenance and Inspections or Code Inspections and Cleandowns.

R. During the first 2 months after the effective date of this Contract and once a year thereafter, submit a clean down schedule for the Superintendent's approval. Completely clean down each escalator once annually as described in the Cleandown description paragraph X below.

S. The Routine maintenance and Inspection work performed Bi-Weekly by the Contractor shall include all repairs and parts replacement necessary to the satisfaction of the Superintendent, for the safe operation of the Escalators and shall not be limited to the following. In addition to the following, perform maintenance and inspections of the escalators required as per the codes that would apply if PATH were a private corporation:

   a. Open Pits and inspect controls and interior. Barricade pits to prevent public access.
   b. During maintenance procedures, do not run the unit without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while anyone is present or working inside the normal path of moving components.
   c. Clean and inspect controllers, relays, fuses, switches, timers and contacts. Repair as required.

d. Assure a continuous visual contrast (yellow/black or yellow/silver) between the steps and side skirt panels and combs and steps at all times. Adjacent floor surfaces shall be continuous with the top of the landing planks with no abrupt changes in elevation of more than 1/4 inch.
e. Replace worn or damaged equipment and parts creating a safety hazard.
f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the ASME A17.1, New York City Building Code requirements. Check operation of the controller against manufacturer's specifications.
g. There shall always be the code required mesh between the riser cleats and the slots on the adjacent step tread and between adjacent plates.
h. The clearance on either side of the Escalator steps between the step and the adjacent skirt shall be not more than three-sixteenths of an inch (3/16 in).
i. The use of hinges for splicing on handrails is prohibited.
j. Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Inspect handrail guide and remove all burrs and rough spots. Clean out any dust and lint present in the system.
k. Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
l. Replace any worn or missing handrail entry guards.
m. Check handrail drive belts, chains and rollers for wear, proper tension, and abnormal noise and replace as necessary.
n. Eliminate any potential pinch and shear point for passengers.
o. Check brake functions and repair as required. Adjust brakes to meet all ASME A17.1 requirements and Manufacturer's Specifications.
p. Replace broken, damaged tooth and worn comb sections. Either Comb-plates or leading step edges shall be epoxy coated slip resistant safety yellow to provide a continuous visual contrast at each landing.
q. Repaired or replace broken or damaged step-plates or belts. This includes, but is not limited to, all cleats that are worn, damaged, or broken to cause the slots between the cleats to exceed 1/4 inch at any point or creating a sharp edge.
r. Step-plates shall have an epoxy coated slip resistant safety yellow coating on the top surface of each step edge approximately 1 and ½ inch wide to provide a continuous visual contrast with the skirt panels and comb plates.
s. Comb-plate teeth shall mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surface of the treads. Remove any debris.
t. Pits at the ends of each unit and spaces under the balustrades shall be swept and vacuumed cleaned of all debris by the Contractor. There shall be no visible signs of debris at completion of the work. Treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as "ACCEL" as manufactured by Certified Laboratories, Kandall Park, NJ or an equal approved by the Superintendent. Use a painter's pad and take other precautions to assure

that no overspray gets onto either steps or comb-plates, and wipe off any such overspray in order to prevent a slipping hazard. This treatment is not required for skirt panels made of low friction materials as specified in the ASME A17.1 Code. Repair any damage to friction reducing coatings on skirt panels with manufacturer's approved repair materials and methods.

u. Verify that all panels, covers and trims are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards. Damaged screws securing covers will not be permitted.
v. Start key switches shall be self-centering and the key must not be able to be removed in the run position. Stop switches, doors and audible alarms shall be operational at all times.
w. Lubricate required parts in accordance with Manufacturer's recommendations using lubricants approved by the Superintendent. Follow the manufacturer's instructions for application of all lubrication, changing Escalator drive unit lubricant and supplying PATH with oil analysis reports at lube change intervals.
x. Lighting associated with the Escalators shall be re-lamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt-lights, handrail lights and newel lights. Use LED lights & fixtures as replacements where available.
y. Check that all decals and signage are in place and legible. Replace as needed
z. Check the tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as needed for the safe operation of the Escalator.
aa. Check all bearings, drive motors, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as needed for the safe operation of the Escalator.
bb. Check all ceiling intersection guards, deck barricades and anti-slide devices. Replace/repair as necessary.
cc. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.

T. SCHEDULE OF ESCALATOR MAINTENANCE CHECKS AND SERVICES

Monthly (MP's) (12 times per year per unit at approximately four week intervals) the Contractor shall perform at a minimum, the following scheduled maintenance checks and services (MP's) for each of the escalators and all their individual components, and at the indicated frequencies:

a. Open pits shall be barricaded to prevent public access.
b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position

while anyone is present or working inside the normal path of moving gear.

c. Clean and inspect controllers, relays, fuses, switches, timers and switches, timers and contacts. Repair as required.
d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous at the top of the landing plates, with no abrupt changes in elevation of more than ¼ inch.
e. Replace worn or damaged equipment that creates a safety hazard.
f. Repair and adjust all safety and operating devices until they perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1, New York City Building and/or New Jersey Administrative Code requirements. Check operation of controller.
g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step tread and between adjacent pallets.
h. The clearance on either side of the escalator steps between the step and the adjacent skirt shall be not more than three sixteenths of an inch (3/16").
i. The use of hinges for splicing on handrails is prohibited.
j. Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Also inspect handrail guide and remove all burrs and rough spots. Clean out any dust and lint present in the system.
k. Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
l. Replace any worn or missing handrail entry guards.
m. Check handrail drive belts, chains and rollers for wear, proper tension and abnormal noise and replace as necessary.
n. Check all brake functions. Repair as required. Adjust brakes to meet all ASME A17.1 requirements and Manufacturers Specifications.
o. Any comb section that doesn't meet the ASME A17.1 or the A17.2 codes shall be replaced at the Superintendent's sole discretion at no cost to PATH.
p. Replace any step tread that does not meet the A17.1 or the A17.2 code.
q. Verify that combplate teeth mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surfaces of the treads. Remove any debris.
r. Pits at the ends of each unit and spaces under the balustrades shall be swept or vacuumed clean of all debris by the Contractor at least once a month.
s. Treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as "ACCEL" as manufactured by Certified Laboratories, Kandall Park, NJ or an equal approved by the Superintendent. This treatment is not required for skirt panels made of low friction materials as specified in the ASME A17.1 Code. The Contractor shall use a spray funnel and take other precautions to assure that no overspray gets onto either steps or combplates, and wipe off any such overspray in order to prevent a slipping hazard.

t. Verify that all panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards.
u. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches and audible alarms shall be operational.
v. Lubricate all parts requiring lubrication in accordance with Manufacturer's recommendations and using approved lubricants.
w. All lighting associated with the escalators shall be relamped as necessary during each maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt lights, handrail lights and newel lights.
x. Check drive motors for any irregularities. Lubricate and repair as necessary.
y. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.
z. Check all bearings, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.
aa. Check all ceiling intersection guards, deck barricades and anti slide devices. Replace/repair as necessary.
bb. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code.

U. CODE REQUIRED INSPECTIONS AND TESTS - Perform five (5) Code-Required Inspections within a 2-year period as per the following requirements.
a. Arrange for three (3) of the code inspections for Escalators to be witnessed by the Superintendent and the other 2 code inspections to be verified by the Contractor, with no expense to PATH.
b. Examine all safety devices and conduct all code mandated and periodic inspections to assure they occur within the frequency specified by code. Perform all tests in accordance with the provisions of the American National Standard, Safety Code for Elevators, Escalators and Moving Walks, current edition and NYC Building Codes and appropriate minimal requirements of the Section of this contract entitled "Inspections and Tests - Code Required Routine Inspections and Tests.
c. Perform all manufacturer required testing of the faultfinders and controllers and test connections to the building supervisory data and control system.
d. Provide upgraded power and control one line wiring diagrams in laminated holders at each machine room.
e. Take oil samples from gearboxes & reservoirs during the first eight (8) month cycle after commencement of the contract and then annually thereafter. Analyze oil samples and forward results to the Superintendent for review.

V. CODE-REQUIRED ROUTINE INSPECTIONS AND TESTS - These inspections and tests shall include the requirements of ASME A17.1 Code

Section 1007 Routine Inspections and Tests of Escalators and Moving Walk, the ASME A17-2.3 Inspectors Manual for Escalators and Moving Walks and the following:

a. Checking and eliminating all excessive noise, vibration and abnormal operation.
b. Check illumination of safety lighting (such as demarcation lights, Newel lights, handrail lights and landing lights) and alarms for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied and are commercially available, in which case re-lamp once with LED lamp or fixture.
c. Checking threshold, access, landing and pit cover plate condition.
d. Checking, Testing and adjusting all operating and safety switches and devices.
e. Clean excessive grease and oils and Vacuum pits. Touch up painted surfaces on steps and /or comb plates.

W. CODE-REQUIRED PERIODIC INSPECTIONS AND TESTS – The inspections and tests shall include the requirements of ASME A17.1 Code Section 1008 Periodic Inspection and Tests of Escalators and Moving Walks, the Code-Required Routine Inspections and Tests above, the ASME A17.2.3 Inspectors' Manual for Escalators and Moving Walks and the following:

a. Speed Governors: Where a speed governor is provided the governor shall be tested by manually operating the trip mechanism. The trip mechanism shall move freely for its entire required travel. Where ASME Code requires a speed governor, the tripping speed of the governor shall be measured and recorded.
b. Stopping Distance. Check that the Stopping distance is not less than 4.5 inches (120 fpm units) or eight inches (90 fpm units). In no case shall the stopping distance exceed the distance from the skirt obstruction devices to the combplate.
c. Brakes: Check the condition of the brake linings and the tension on the brake shoes or pads . Perform adjustments to the brake motor torque at running temperature.
d. Starting Switches: Test starting switches for proper operation and type. Key switches shall be self-centering, and the key must not be removable from the run position.
e. Start/Stop Stations: Spring loaded doors shall operate smoothly and unlatch only with a key and latch with or without a key. Audible stop button pre-alert warning alarms shall be audible at 80 db at each station. Escalator station identification shall be permanently engraved in each key station to prevent operator confusion.
f. Combplate Stop Switches: Test the operation of the combplate stop switches by manually lifting the combplate to activate the switch. Measure and record the force required to lift the combplate.

g. Test all other operating and safety devices and switches for proper operation and adjust as necessary.
h. Inspect all moving parts including but not limited to chains, belts, rollers, cables and pulleys to ensure they are in proper operating conditions and properly adjusted.
i. Inspect all structural components to ensure their integrity has not been compromised.

X. CLEANDOWNS –Completely clean each Escalator at least once annually. Remove all steps and all panels or covers necessary to completely access the interior of the units. The entire interior of each unit shall be cleaned with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets belts, handrail systems, chains, pits, trusses, roller tracks, interiors of the balustrades, skirt and newel panels. In addition, send out all of the escalator steps to a professional vendor approved by PATH to be power washed. All removed parts shall be temporarily stored and the escalator barricaded as approved by the Superintendent. Inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels / rollers, pins / axles and bearings where needed. Lubricate according to manufacturer's recommendations at this time before the escalator is reassembled and placed into service.

a. Any component of the existing escalators maintained under this contract that is repaired, replaced or refinished by the contractor or by others shall be maintained by the contractor at no additional cost to PATH
b. Properly barricade escalators at both ends to prevent access during all work. Provide all needed barricades and post "OUT OF SERVICE" signs, with required start and end dates, at each end. Allow Superintendent to review and approve of all signage.
c. Allow no safety or electrical protective devices to be rendered inoperable except where necessary during testing, inspection or maintenance. Restore such devices to their normal operating condition immediately afterwards.
d. During the Code Inspection witnessed by PATH, provide a full clean down of each Escalator by removing all steps and panel covers to expose the entire interior truss of each unit. Inspect and vacuum the entire inner truss and wipe clean all accumulations of oil or grease on all surfaces. Send out all steps for professional cleaning off site by a PATH approved vendor at no additional cost to PATH.
e. Step-plates shall have an epoxy coated slip resistant safety yellow coating applied to the top edges of each step approximately 1½ inch wide to provide a continuous visual contrast with the skirt panels and comb plates. Coat all steps after each cleaning.
f. Clean down all handrails and remove all accumulations of glue, gum and dirt.
g. Clean down and lubricate all key stations.

h. Clean & polish all skirt, side and exposed balustrade panels.
i. All cleandowns shall commence on a Thursday after the evening rush hour. All of the unit's steps shall be safely palletized and sent to the approved vendor on the next day (Friday). Complete the cleandown over the weekend. Reinstall the steps into the escalator once received the following workday. Do not have clean downs performed by resident staff during their normal shift.

9. Maintenance and Inspections of Elevators

The work described in the following paragraphs shall be performed by the contractor staff assigned to the contract on a full-time basis as further described in the clauses of the Specifications entitled "Staffing Levels" and "Personnel Requirements".

The monthly maintenance prices for Elevators, listed in "Appendix A," entitled "Contractor's Cost Proposal Form," includes compensation for maintenance of Elevators as set forth in this section and shall consist of the services outlined below as a minimum.

Provide qualified staff as required to assist in all of PATH's inspections, tests and equipment evaluations. The Superintendent shall at all times have the right to make inspections of the Elevators and of the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the Superintendent. All of the above shall be at no additional cost to PATH.

Promptly respond in accordance with Call-Back service to any Elevator accidents involving injuries that require medical attention and any Elevator entrapments in which police/fire department respond and/or injuries occur.

The Contractor at PATH's direction, must respond with available on site personnel to inspect, evaluate condition etc. of equipment following any flood, weather problems, major incident, accident, fire, etc. and shall submit a written report.

A. In performing maintenance, the Contractor shall use all reasonable care to keep the Elevators in proper, safe and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week including legal holidays. Furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs and do all things necessary or proper for or incidental to such maintenance. All maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. All maintenance shall be at the minimum in accordance with the manufacturer's recommendations, ASME A17.1, NEII Performance Standards and in accordance with the provisions of law, as well as all governmental rules, regulations and orders that would be applicable if PATH were a private corporation. This includes, but is not limited to the New York City Building Code as applicable. Whenever services are rendered under this Contract, it shall

be the Contractor's responsibility to contact the Superintendent to report the kind of service rendered.

B. The Contractor shall maintain each Elevator in proper adjustment for smooth, reliable, quiet operation. Regularly and systematically examine, clean, supply lubricants and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer and make any necessary adjustments to each Elevator at least bi-weekly. Manufacturers' approved lubricants and cleaning materials or the equivalent shall be subject to approval by the Superintendent and furnished by the Contractor. Do not use excessive amounts of lubricant.

C. The preventive maintenance specified herein is considered the minimum for each Elevator and it's associated components. If specific equipment covered by this Contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, NEII Performance Standards and by ASME A17.1, perform the required additional preventive maintenance without added cost to PATH.

D. At a minimum, perform maintenance service for each Elevator at bi-weekly frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Superintendent. The "Schedule of Maintenance Checks and Services", Item "P" hereinafter, indicates the maintenance routines required to be performed bi-weekly or as required by code. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance.

Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Superintendent. The Superintendent shall have the right to revise an established maintenance time schedule by giving the Contractor one week's notice and Contractor shall comply at no additional cost to PATH.

E. Any part or parts of the Elevators, which for any reason become unsuitable for use shall be repaired or replaced by the Contractor with new components of the Manufacturer's current design. Such repair or replacement shall be included in the Contractor's monthly prices for maintenance unless the Contractor shows that the repairs resulted from negligence, accidents or abuse beyond normal wear and tear as determined by the Superintendent. Such parts shall include, but shall not be limited to the following:

   a. Machine, worm, gear, thrust bearings, drive sheave, and drive sheave shaft bearings, brake pulley, brake coils, contact linings and component parts.

   b. Motor and drives, motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.

   c. Controller, selector and dispatching equipment, all relays, solid state components, supervisory and control equipment, hardware, software (including any revisions,) resistors, condensers, wiring, conductors, cables, conduit, transformers, contacts, leads, dashpots, timing devices,

computer devices, displays, remote monitoring equipment, steel selector tape, and mechanical and electrical driving equipment.

d. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws. Car and counterweight safety mechanisms.

e. Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes including rollers or gibs, terminal stopping and speed limiting devices.

f. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, door hardware such as checks, latches, hinges and knobs.

g. Automatic power operated door operator, car door hangers, car door contacts, door protective devices, load weighing equipment, carframe, door hardware such as door checks, latches, hinges and knobs, door restrictors, door reopening devices.

h. Cab suspension, isolation pads and all load weighing equipment.

i. All devices, conductors, cables, and conduit for power, lighting, communications and control on the load side of the disconnect switch or demarcation in the machine room serving the unit shall be maintained in proper working order by the Contractor.

F. The following types of services or items of equipment, if ordered, shall constitute Extra Work: refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, breakers and feeders to the main disconnect switch.

G. Maintenance shall not include underground hydraulic cylinders and underground hydraulic piping. Maintenance shall include but not be limited to plungers, plunger guides, glands and hydraulic oil, above ground hydraulic piping and cylinders, pistons, rams, fittings, valves and tanks. This exclusion does not apply if the Contractor does not adequately monitor for the unexplained loss of hydraulic fluid.

H. Any components of the existing Elevators maintained under this Contract that are repaired, replaced or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to PATH. This includes, but is not limited to the components listed in Item (E).

I. The hoistway doors at each landing shall be properly barricaded to prevent access during all work. Provide all required barricades and post "OUT OF SERVICE" signs at each landing.

J. It is the intent of the Contract to provide for complete maintenance of PATH Elevators so that they shall be in first class operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code such as the NYC Building Code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements or frequencies. Work not particularly specified in the Contract but involved in carrying out the intent of complete and proper execution of the work may be required and shall be performed by the Contractor. The apparent silence of the Contract as to any detail, or the apparent omission from the Contract of any work to be performed shall mean merely that the best general practice is to prevail and that only the best materials and workmanship are to be used. Interpretation of the Contract shall be made upon that basis.

K. When an Elevator is shut down or fails to operate Contractor will return the equipment to service with as little delay as possible. When an Elevator is shut down or fails to operate, the Contractor shall place a sign in full view at each landing and at all station entrances indicating that the Elevator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the Elevator is expected to be back in service and the nearest alternate route. Only professional graphics approved by the Superintendent will be permitted. Hand written signs will not be permitted.

L. PATH shall at all times have the right to make inspections of Elevators and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to PATH.

M. The Elevators shall be kept in first class operating condition maintaining the same speeds, safety and efficiency as specified in the original Elevator maintenance manual. Maintain all safety devices and safety requirements according to code including ASME A17.2.3. Make no safety or electrical protective devices inoperative except where necessary during testing, inspection and maintenance and restore such devices to their proper operating condition immediately afterwards.

N. Record, maintain and keep current all records of types of inspections and repairs. These records will remain the property of PATH.

O. Perform Maintenance Check and Services bi-weekly (26 times per year) for each unit, which consists of Routine Maintenance and Inspections, Code Inspections performed five (5) times in a two (2) year period, and as a minimum, the contractor shall completely clean each Elevator and the Lift during three (3) of the five (5) Code Inspections.

P. BI-WEEKLY SCHEDULE OF ELEVATOR MAINTENANCE CHECKS AND SERVICES – Performed Bi-Weekly - The maintenance checks and

services work performed by the Contractor shall include but not be limited to the following:

a. Perform general inspection of all machinery and electrical components for proper operation, including but not limited to the traction motor, tanks, heaters, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive, valves, selectors, floor controllers, programmable logical controls, video display terminals, communications equipment and wiring. Lubricate, test and repair or replace as required.
b. Empty drip pans, discard oil, and check reservoir oil levels. Replenish oil as needed. Maintain oil level above the minimum required. Maintain pressure tanks at least 2/3 full. Report to the Superintendent any unexplained oil leakage. The amount of leakage shall not exceed 5 gallons annually If the leakage exceeds 5 gallons the Contractor must inform PATH with an explanation of loss and recommended repair.
c. Inspect interior of cab. Test and wipe down telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel, and emergency stop button & lighting. Repair as necessary.
d. Inspect and lubricate machinery, contacts, linkage and gearing. Repair as required.
e. Clean and inspect controllers, selectors, relays, fuses, switches timers and contacts. Repair as required.
f. Ride car and observe operation of doors, leveling, reopening devices and smoothness and adjust or repair as needed. Check for proper leveling and adjust as required.
g. If rails are lubricated, check condition and lubrication system. Service lubrication devices and replenish lubricant.
h. Check operation and alignment of all hoist way and car door interlocks. Repair as required.
i. Inspect all lighting associated with the Elevators, including, but not limited to pit lights, equipment room lights, shaftway lights, position indicators, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace or re-lamp as needed with the same parts or as approved equal by the Superintendent. Maintain lighting in proper working order at all times.
j. Remove litter and vacuum dust and other extraneous materials from all machine room and car equipment, door saddles, car tops, and other areas of the Elevators and the Lift and areas accessible from all Elevator and the Lift lobbies.
k. Clean, adjust and lubricate car door or gate tracks, pivots, gibs, hangers, car grille and stile channels. Ensure that they are set to manufacturer's parameters. Wipe clean excessive oil accumulation from areas prone to spillage. Ensure that all flammable material is properly disposed of and stored.

l. Clean trash from shaft pit and empty drip pans; properly discard oil. Examine plunger seals and correct excess leakage.
m. Replace worn or damaged equipment creating safety hazard.
n. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighters Service (where applicable) to ensure that the system is maintained in proper operating order. Make a written record of the findings of the operation and submit to the Superintendent.
o. Ensure that all control, safety and protective devices perform both electrically and mechanically in accordance with the manufacturer's criteria and with the NFPA, ASME A17 and New York City Building Code.
p. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveling and other devices and functions. If creeping is excessive 0.25 inches, determine cause and correct it.
q. Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains and cams.
r. Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights. Repair as necessary.
s. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
t. Test mechanism. Observe operation of motor, generator, pump, oil lines, tank, controls, plunger, packing, brakes, governor and traction machinery sheaves.

Q. QUARTERLY SCHEDULE OF ELEVATOR MAINTENACE CHECKS AND SERVICES - Quarterly MP's (Four times a year at three month intervals). Perform at a minimum the following scheduled Maintenance checks and service routines on each of the elevators and on all their individual components, and at the indicated frequencies:

a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.
b. Inspect car safety mechanism, clean and keep free of rust and dirt and lubricate as necessary.
c. Checks buffers for free movement and clean as required.
d. Clean and wash all interior glass elevator hoistways (shafts) on the following elevators as specified in the applicable Maintenance Procedure attached hereto:

- 33rd Street E&D
- Hoboken E&D
- Pavonia Fare Zone Elevator
- Pavonia Platform Elevators
- WTC "A" Platform
- WTC "B" Platform
- WTC "C" Platform
- JSTC E&D Elev. #9
- JSTC E&D Elev. #10

R. SEMI-ANNUAL SCHEDULE OF ELEVATOR MAINTENACE CHECKS AND SERVICES - Semi-Annual MP's (Two times a year at six month intervals). Perform at a minimum the following scheduled Maintenance checks and services routines on each of the elevators and no all their individual components, and at the indicated frequencies:

a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins and other controller components; adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
b. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibes or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1 Section 1206. Do not lubricate governor wire ropes.
c. Clean all overhead beams, sills bottom of platform, car tops and hoistway walls.
d. Check car and counterweight runby and clearances. Adjust to meet all ASME A17.1 Code requirements. Unless approved by the Superintendent, the car and counterweight shall not strike to buffers.

S. ANNUAL SCHEDULE OF ELEVATOR MAINTENACE CHECKS AND SERVICES - Annual MP's (Once a year at twelve month intervals). Perform at a minimum the following scheduled Maintenance checks, and services routines on each of the elevators and on all their individual components, and at the indicated frequencies:

a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ASME A17.1 Section 1206.
b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturer's specified properties.
c. Thoroughly clean the mechanism, pit, top and bottom of car, hoistway, machine room and all other elevator components and areas.
d. Every six years replace flexible hoses and fittings in accordance with ASME A17.1 Rule 1206.
e. Every 3 years clean pressure tanks and piston rods in accordance with ASME A17.1 Rule 1206.

T. CODE REQUIRED INSPECTIONS AND TESTS –Perform initial, periodic and routine inspections and tests of the Escalators and Elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators, Escalators and Moving Walks, (ASME A17.1) and Inspections, Manuals for Elevators, Escalators and Moving Walks, (ASME A17.2.1 - electric Elevators, A17.2.2 - hydraulic Elevators and A17-2.3 -

Escalators and Moving Walks) and provisions of governmental regulations (for example, NYC Building Code) which would be applicable if PATH were a private corporation. Perform the inspections and tests indicated in (B), (C), (D) and (E) of this Section.

All costs for inspections and tests shall be included in the unit prices given in the Contractor's Cost Proposal Form. Furnish and install all equipment, materials and apparatus to properly perform the inspections and tests. Inform the Superintendent of the schedule of code inspections and tests approximately ten (10) business days in advance of testing to allow PATH opportunity to provide an inspector to witness the tests and inspections. Fully document all the inspections and tests regardless of any other reports generated by any other parties (for example, PATH Inspector or Insurance carriers, etc.). If for any reason the inspections and tests are delayed, extended or rescheduled, complete them as soon as practicable thereafter and at no additional cost to PATH.

Perform Routine Inspections & Tests and Periodic Inspections & Tests on each unit bi-weekly or at such other frequencies as the code requires or Superintendent may designate. A more thorough "Code Inspection" and full clean down of each individual unit based on the ASME standard, New York City Building Code or other codes to satisfy the minimum five-(5) code inspections required in two (2) years are anticipated to be conducted perpetually. One bi-weekly "Routine Inspection" per unit will be incorporated with the "Code Inspection." Each unit will be examined bi-weekly for a total of 26 Inspections per year. The cycle shall commence within 30 days of the issuance of the contract. Code Inspection tests occurring between January 1st and September 15th of the Calendar year shall serve to satisfy PATH's requirement of the codes that would apply if PATH were a private corporation."

In NYC, Elevators shall have five (5) code inspections within a two (2) year period or at other frequencies as designated by the Superintendent Three (3) of the code inspections will be witnessed by the Superintendent and the other two (2) code inspections shall be verified by the contractor at no additional expense to PATH. Code inspections shall be performed at six (6) month intervals. Supply documentation proving all items covered in the code have been tested and inspected. The Contractor's code inspection shall be at intervals not to coincide with PATH's code inspection, but rather at times that will fulfill the code requirements.

PATH will have the right to perform its own inspections and tests of the equipment at any time and to request that the Contractor assist in PATH's tests and inspections at no additional charge.

Any deficiencies discovered as a result of inspections and tests performed by the Contractor and/or PATH, shall be corrected immediately by the Contractor, after which the equipment shall be retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Superintendent. Upon completion of these inspections and tests and the correction of

deficiencies, submit to the Superintendent a written statement of the results of the inspections and tests. All retesting herein shall be at no additional cost to PATH.

Perform five (5) Code Inspections in a two-year period. Three (3) of the code inspections will be witnessed by PATH and the other two code inspections shall be verified by the Contractor with no expense to the Port Authority.

U. CODE-REQUIRED ROUTINE INSPECTIONS AND TESTS FOR HYDRAULIC ELEVATORS - These Inspections and Tests shall include the requirements of ASME A17.1 Code, Section 1004 - Routine Inspections and Tests of Hydraulic Elevators, the ASME A17.2.2 Inspectors' Manual for Hydraulic Elevators, NYC Building Code and the following:

a. Checking and eliminating all excessive noise, vibration and abnormal operation.
b. Check all illumination (such as hall and Position indicators, call buttons, emergency lighting and signals, lighting fixtures, etc.) and alarms for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied, commercially available and PATH approved.
c. Check the condition of all car and hoistway doors and sills.
d. Check all piping, cylinders, valves, reservoirs, pumps and safety devices for leaks.
e. Test and adjust all operating and safety limit switches and devices.

V. CODE-REQUIRED PERIODIC INSPECTIONS AND TESTS FOR HYDRAULIC ELEVATORS - The applicable Five (5) Year Inspections and Tests shall be performed in the manner set forth by PATH but as a minimum shall meet code. The inspections and Tests shall include the requirements of ASME A17.1 Code Section 1005 - Periodic Inspections and Tests of Hydraulic Elevators, the ASME A17.2.2 Inspectors Manual for Hydraulic Elevators, the Routine Inspections and Tests above, and the following:

a. Test all operating and safety devices and switches for proper operation and adjusted as necessary.
b. All moving parts or components that are in contact with moving parts or components that must move in order to function properly including, but not limited to, ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides, shall be inspected to ensure they are in proper operating condition and properly adjusted.
c. Inspect all structural components to ensure that their integrity has not been compromised.
d. Perform Five (5) year Inspection and Testing during off-hours (6:00 PM – 2:00 AM Mon.-Fri. and/or Saturdays and Sundays) subject to coordination with and approval by the Superintendent.

W. CODE-REQUIRED ROUTINE INSPECTIONS AND TESTS FOR ELECTRIC TRACTION ELEVATORS - All tests and inspections in accordance with ASME A17.1 Section 1001 - Routine Inspection and Tests of Electric Traction Elevators, the ASME A17.2.1 Inspectors' Manual for Electric Elevators and the following:

a. Check and eliminate all excessive noise, vibration and abnormal operation.
b. Check all illumination (such as hall and Position indicators, call buttons, emergency lighting and signals, lighting fixtures, etc.) and alarms for proper operation. All lamps shall be group re-lamped annually unless LED lamps and fixtures are supplied, are commercially available and PATH approved.
c. Check the condition of all car and hoistway doors and sills.
d. Check and adjust the tension in all belts and chains.
e. Test and adjust all operating and safety switches and devices.
f. Perform all diagnostic testing of hardware and software components of the Elevator and the Lift supervisory system. Ensure no trouble alarms are present and that all data is backed up and documented. Revise software, hardware and firmware to the latest manufacturer's version as upgrades become available. Test that components are functioning properly.

X. CODE-REQUIRED PERIODIC INSPECTIONS AND TESTS FOR ELECTRIC TRACTION ELEVATORS - The applicable Five-Year Inspections and Tests shall be performed once each in the years based on previous inspections or as indicated by the Superintendent. All tests and inspections in accordance with ASME A17.1 Section 1002 - Periodic Inspections and Tests of Electric Traction Elevators, the ASME A17.2.1 Inspectors, Manual for Electric Elevators, the Routine Inspections and Tests above, and the following shall be performed by the Contractor:

a. Test all operating and safety devices and switches for proper operation and adjust as necessary.
b. Inspect and adjust all moving parts or components that are in contact with other moving parts or components including but not limited to ropes, cables, gears, belts, chains, sheaves, bearings, guide rails, doors, tapes, rollers and guides.
c. Inspect all structural components to ensure that their integrity has not been compromised.

Y. After completion of the required safety and buffer test, submit a document to the Superintendent indicating the following information, as a minimum:

a. Type of test.
b. Name of organization performing test.
c. Address of the facility being tested.

d. Elevator identification Number.
e. Elevator capacity.
f. Speed.
g. Type of Elevator.
h. Type of machine.
i. Manufacturer of Safety.
j. Type of Safety.
k. Indication that governor has been checked for proper tripping speed and that the overspeed switch is functional.
l. Type, size and condition of governor rope before and after test.
m. Load at which safety was tested.
n. Speed at which governor tripped.
o. Length of marks on each guide rail made by safety jaws.
p. Number of turns remaining on Drum.
q. Did car or counterweight set level.
r. Did governor set satisfactorily.
s. Was governor calibrated. At what speed.
t. Was safety test satisfactory.
u. At what speed and load were buffers tested.
v. Was oil level satisfactory after test.
w. Indicate plunger compression return time.
x. Indicate date test was made.
y. Signature of individual performing tests.
z. Any additional remarks that are applicable.
aa. Name of the employee witnessing the tests.
bb. Dates, seals, tags for placement of equipment.

After tests have been performed, check and adjust all load weighing devices, etc., as required to meet manufacturer's recommendations. Do not place elevators in service until all tests, checks and adjustments are complete and Elevators are in proper working condition. The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations will be considered negligence by the Contractor.

Provide qualified staff as required to assist in all PATH's inspections, tests and equipment evaluations. PATH shall, at all times, have the right to make inspections of Escalators and Elevators and the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by PATH. All of the above will be at no additional cost to PATH.

Arrange for Contractor's project supervisor to respond to any Elevator or Escalator accidents involving injuries that require medical attention and to any Elevator entrapments to which police/fire department responds and/or Port Authority Treasury Department (Risk Management) inquiries about

The Contractor at PATH's direction, must respond with available on site personnel to inspect, evaluate condition etc. of equipment following any flood, weather problems, major incident, accident, fire etc and respond in writing accordingly.

10. Callback Service

For Callback Service requested by PATH, the Contractor's Mechanic(s) shall, sign in and notify the Superintendent or designated contact of his arrival He shall then investigate any and all Escalator and Elevator stoppages and malfunctions. . All repair work on the designated Escalators and Elevators shall start immediately, without any further delay and shall continue until completed and the Escalators and Elevators are fully operational and safe. If the scope of the repair is such that additional labor and/or materials are required or if the Contractor estimates the repair work may continue beyond four (4) hours from the time of Contractor's Mechanic(s) arrival, the Contractor shall notify the Superintendent of the same and obtain Superintendent's approval for the additional labor or material and for extra time. Once approved by the Superintendent for the additional labor and material, the Contractor shall supply such labor and/or materials within four (4) hours following the Superintendent's concurrence, all at no additional charge to PATH.

A. CALLBACK SERVICE – NON CRITICAL

"Callback Service – Non Critical" is defined as emergency repair service for non-critical equipment that is available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing callback service, the Contractor must respond to calls by sending a qualified mechanic, without additional charge, within two (2) hours of the time the Contractor is notified.

The Contractor's personnel responding under this call back service provision shall investigate any and all Elevator or Escalator stoppages and malfunctions and shall perform all necessary repairs and adjustments. If the Contractor believes that the repair cannot be performed during the initial callback service response, he shall so advise the Superintendent and with the Superintendent's approval, the repair may be delayed but shall be undertaken no later than 6:00 a.m. at the start of the next regular work day. The Contractor will be compensated as provided in the Net Cost clause of the Contract only for those repairs that are designated by the Superintendent as falling under the Section 19 "Repairs Resulting From Negligence, Misuse, Abuse, Accidents or Actions Beyond Normal Wear and Tear."

B. CALLBACK SERVICE – CRITICAL

"Callback Service – Critical" is defined as emergency and or repair service (1) made necessary by entrapments, life safety situations, or other designated operational "critical service" and security emergency as determined by the Superintendent. All equipment is considered critical

and must be kept available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing Callback Service that is identified as "Critical," Contractor's staff must respond to calls with a qualified mechanic, without additional charge, within a one (1) hour of notification. The Contractor will be compensated as provided in the Extra Work provisions of the Contract only for those repairs that are designated by the Superintendent as falling under the section of the Specifications entitled "Repairs Resulting From Negligence, Misuse, Accidents or Abuse".

All repairs and adjustments to the Elevators and Escalators designated as "critical" are required to be made immediately. The Contractor's staff responding to emergencies on critical Elevators and Escalators shall remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, supply such labor and/or materials within four (4) hours following the Superintendent's concurrence that such labor and/or materials are approved. Further delay in performing the repair will require the approval of the Superintendent. The Contractor will be advised at the time Callback Service is requested as to whether the required service is "Critical" or "Non-Critical."

11. Project Work

This Contract includes Project Work, which may consist of vandalism repairs and miscellaneous tasks that PATH may elect to perform to address changes necessary as the result of revised Codes to enhance the performance and/or aesthetics of the Elevators and Escalators included herein. Do not begin any Project Work until authorized by the Superintendent. The Contractor will be compensated for labor used for Project Work at the Labor Rate inserted in the Contractor's Cost Proposal for the applicable Contract Year. The Contractor will be compensated for materials used for Project Work according to the provision entitled "Net Cost Items and Compensation for Net Cost Items."

12. Net Cost Items and Compensation for Net Cost Items

Net Cost Items shall mean any items of materials, supplies, tools (excluding small tools) and equipment required to carry out provisions of this Contract excluding Extra Work but shall not apply to services hereunder for which the Contractor is paid a monthly lump sum, which lump sum shall be inclusive all of such costs.

Items of Net Cost shall include, and not be limited to, project work or rehabilitation work required by this Contract, excluding Extra Work.

Items of Net Cost shall not include radios, beepers, battery chargers or uniforms or any other items, which are specifically required to be provided at the Contractor's expense.

Compensation for materials, supplies, tools and equipment procured under this clause shall be in accordance with Part III, Section 8 "Extra Work."

13. Service Maintenance Form

The Contractor's assigned staff shall report to the Superintendent at the start and completion of each maintenance routine, and said staff shall keep the Superintendent informed of the work performed by them by furnishing him with a completed "Service Maintenance Form" which shall include any pertinent data, such data as times of arrival and departure, materials replaced, the hours any Escalator or Elevator was out of service, a checklist indicating the specific components which were inspected and/or adjusted, the section of this contract that provides for this work on Company Letterhead. Attach and submit a completed copy of the Contractor's "Service Maintenance Form" with each of the Contractor's invoices. Submit with the form additional key information as stipulated in Appendix B, except that before the first use of the "Service Maintenance Form" submit it to the Superintendent for approval.

No payments for tests or inspections or monthly maintenance will be made for any units scheduled for testing or inspection or requiring testing or inspection by the current edition of ASME A17.1 Safety Code for Escalators and Moving Walks and Elevators without receipt of the completed checklists and Service Maintenance Forms which shall serve as verification that the Contractor has performed the required tests and inspections.

14. Service Log Book

Maintain service logbooks kept in each Elevator machine room and at the controllers for the Escalators. Make the following minimum entries upon each visit to the service equipment.

- Record time arrived at location.
- Note purpose of visit, i.e., routine P.M. or call back, etc.
- Record specific work performed.
- The section and page of this contract that provides for this work.
- Operating condition of equipment at time of departure.
- Time of departure.
- Print legibly the name of service person and provide signature.

Also maintain a daily logbook, which is kept in the "Space Provided to the Contractor", Section 15 to log various daily activities, calls & repairs. The "Service Maintenance Form" may substitute for the service log.

Respond in writing within 48 hours to any inquiries made by the Superintendent. Submit a written daily report to the Superintendent for any equipment that is out of service for more than 24 hours; in the report state the work being performed each day as well as the status of the equipment.

15. Space Provided to the Contractor

PATH will furnish the Contractor with minimal nonexclusive "on-site" space, for the storage of the Contractor's basic tools, equipment, materials and disposable supplies hereunder Said facilities and space will be designated by the Superintendent and may be changed at any time at his discretion. Do not use janitorial closets or mechanical equipment rooms as storage or shops. Keep all areas locked at all times. Loss or damage to Contractor's property and equipment shall be at the sole risk of the Contractor.

PATH by its officers, employees and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which PATH may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, PATH shall have the right for its own benefit and for the benefit of others at the Site of the Work to maintain existing and future utility systems or portions thereof at the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of PATH, be deemed necessary or advisable.

16. Vacating the Work Site

Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies and other personal property from the Site of the Work. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, PATH may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to any expenses of removal, storage and sale and second to any sums owed by the Contractor to PATH. If the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to PATH upon demand.

17. Records and Documentation

Notify the Superintendent at the beginning and upon completion of each preventive maintenance, code inspection, repair or retrofit activity. Submit to the Superintendent a completed preventive maintenance check chart via a facsimile machine within 24 hours of completion of the preventive maintenance procedure that adequately addresses all ASME, state and local codes and indicate the date, start and finish times and total man-hours employed to complete the preventive maintenance task; wear measurements, and

meter readings etc.; and any corrective actions including adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities etc.

Maintain and keep current "Check Chart" and "Repair Log" approved by PATH for each Escalator and Elevator posted in the machine rooms or controller pits or other area designated by PATH. Submit check charts and repair logs to the Superintendent for approval prior to use. Make entries to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs shall be returned immediately. Properly initial the chart to indicate that work has been accomplished. The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of PATH.

Submit to the Superintendent a monthly summary of all repair activity on Elevators and Escalators NO LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH. Arrange the summary in a chronological columnar calendar format and include the following information: Unit number, type of service, date out of service, time out of service, explanation (detailed description of work performed by contract), parts used (including parts installed) and the date and time the unit was restored to service. The repair summary shall be submitted in hardcopy and on CD.

Obtain all technical documentation necessary for maintenance and repair of equipment. PATH will make available documentation in its possession, which can be released without restriction, but it shall be the Contractor's responsibility to make copies of such documentation. Lack of documentation shall not be an acceptable reason for equipment downtime.

18. Repairs Resulting From Negligence, Abuse, Accidents or Actions Beyond Normal Wear and Tear

The Contractor will be entitled to compensation in addition to that specified in the "Contractors Bid Sheet Schedule of Prices" only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by negligence, accidents or abuse which are not the fault of the Contractor as affirmatively demonstrated by him to the sole satisfaction of the Superintendent. In determining the amount of such payment by PATH to the Contractor, there shall not be the depreciated cost of parts required to be repaired or replaced and that which would, in any event, require repair or replacement (at the time or ultimately) as part of the Contractor's maintenance obligations without separate payment. The Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof, except repairs or replacement work which the Contractor considers to be "Extra Work", which shall not be performed absent prior notice to and approval of the Superintendent. Nevertheless, should the Superintendent order the performance of such work without designating it as "Extra Work" the Contractor shall comply but shall within twenty four (24) hours give written notice to the

Superintendent stating why he deems it to be Extra Work and shall moreover furnish to the Superintendent such reports, records and receipts as are required pursuant to the clause of the Contract entitled "Extra Work". The failure of the Contractor to inform the Superintendent prior to the performance of Extra Work that he deems to be Extra Work, or to serve such notice or to furnish such reports, records and receipts shall be deemed to be a conclusive and binding determination on his part that the work is not 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, reports, records, and receipts being a condition precedent to such claims.

The Contractor will not be entitled to compensation for repairs needed as a result of environmental conditions such as snow, ice, and rain or from products used to prevent slipping (deicer).

19. *Wiring and Control Diagrams*

PATH shall endeavor to provide the Contractor with copies of the schematic electrical diagram of the Elevators and Escalators covered under this Contract.

If, in the course of the Contract, changes are made to the wiring and/or other control apparatus, the Contractor shall update the diagrams and provide PATH with two (2) sets of altered documents clearly showing all changes. Also install a waterproof laminated copy at the individual controller. All wiring diagrams, control schematics and similar documentation shall be professionally drawn and shall become and remain the property of PATH. Provide and maintain current, waterproof, laminated one line wiring diagrams and control schematics in each Mechanical Equipment room or Escalator pit.

20. Daily Schedule

Submit a daily manpower schedule to the Superintendent indicating the responsibilities of each of the Contractor's job site personnel for that day. Schedule shall be submitted in a format acceptable to the Superintendent.

21. Personnel Uniforms and Badges

The Contractor shall provide for his employees all necessary distinctive uniforms and company photo identification badges and woven identification insignia of a type, style and color which shall be subject to the prior and continuing approval of the Superintendent, and the Contractor's employees shall wear these uniforms and company photo identification badges or insignia at all times when performing the operations hereunder. Employees without proper identification will not be permitted to work. While working at the facility, the Contractor's employees must wear the uniform at all times. The Contractor shall also ensure that its employees are wearing proper footwear for the task being performed.

Submit to PATH as a minimum the names and home addresses of employees who will perform maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of PATH. The Contractor shall also obtain for its employees facility specific photo identification badges approved by PATH.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in maintenance work under this Contract.

The Superintendent shall have the right to require removal of any employee who shall fail to wear the proper uniform, footwear and identification. The Superintendent's exercise of this right shall not limit the obligations of the Contractor to perform the work.

22. Transportation for Contractor's Personnel

The Contractor shall provide for the transportation of his employees, materials and equipment to the various job sites throughout the facility.

All Contractor's vehicles operated at the facility in connection with this Contract shall be permanently marked on both sides of the vehicle on the driver and passenger doors with The Contractor's name and address in contrasting lettering having a minimum dimension of 3" high with 1/2" thick lines. Magnetic signs are not acceptable. PATH will not furnish free facility use parking passes for the Contractor in any parking garages and all vehicles must be properly placarded with facility security I.D. when driven in secured areas of the building.

Comply with PATH rules, regulations, and such procedures as are now in force and with such reasonable future rules and regulations PATH may hereafter adopt for safe operation of motor vehicles at the facility.

23. Scheduling of Work

The Work Order Tracking System (WOTS) and Maintenance Procedure (MP's) for PATH's elevators and escalators are components of a system of task assignment, reporting and control, the purpose of which is to instruct and direct the Contractor to perform the work and codify and report to PATH management the general and specific conditions encountered, actions taken and recommendations for subsequent activities.

This section describes the WOTS, which is used to direct, audit and control the operation and maintenance activities at the Facilities. The principal components of the Work Order Tracking System include Routine, Non-Routine and Extra Work Orders, appropriate Rosters of Routine Work, Equipment Record Cards and MP's as outlined or referenced for mechanical and electrical systems and equipment. MP's are used as a guide in the Contractor's normal preventative maintenance operations.

The WOTS is a LAN Network based database and work order auto-generating computer program utilizing PARADOX software and Bar Code Wands issued to Contract

Maintenance Staff for verification of work performed on equipment previously identified herein.

A. Schedule of Maintenance

The Contractor shall follow the schedule of maintenance for each contract year as indicated in Appendix A "Roster of Routines" of the month and day stipulated by the Superintendent. The Roster of Routines is to be used in the performance of the routine services required by the Contract specifications.

B. Work Order Tracking System

The Work Order Tracking System (WOTS) performs the following:

a. It instructs and directs the Contractor to perform defined tasks at the frequencies and times as outlined in the Roster of Routines and/or the performance of non-routine or Extra Work, as directed by the Superintendent. Routine work orders are auto-generated daily by the WOTS. The Contractor must input the names of the assigned staff that will perform the various routines.

b. The auto-generated routine work order requires the Contractor to report to the Superintendent all details of the task, the general and specific conditions encountered, actions taken and any recommendations for subsequent activities.

The Superintendent may from time to time, at his sole discretion, delete, revise, modify or redirect the Contractor to perform other tasks in place of those scheduled. The Contractor shall shift his personnel to follow the new directions of the Superintendent.

ROUTINE WORK ORDERS

Perform Routine Work Orders according to the procedure outlined below:

1. The Contractor shall have daily routine work orders auto-generated prior to the close of business on the preceding regularly scheduled workday.

2. The Superintendent will review the routine work schedule and approve or make any necessary changes.

3. The Superintendent will, as necessary, coordinate with other PATH or Port Authority Units to assist in the inspection of work.

4. The Contractor shall perform the work as specified in the Work Order. The Contractor's maintenance staff shall utilize the Bar Coding Wand System, as directed by the Superintendent.

5. The Superintendent will inspect a representative portion of the work performed by the Contractor.

6. All materials and/or equipment used or rented and not supplied by PATH will be subject to prior approval of the Superintendent before Contractor may use them.

b. Inspections conducted will include, but not be limited to, a review of the following criteria:

1. Quality of the Work

To ensure that the work is being performed according to specified procedures that include building and/or local codes and equipment specifications; and in a competent and professional manner.

If any Work in progress is deemed unsatisfactory or unsafe, such work will be stopped by the Superintendent until the Contractor employs correct and safe procedures.

2. Safe Practices and Procedures

To ensure that work is being performed according to recognized safety procedures. Proper safety precautions must be exercised by all Contractor employees at all times. Contractor must adhere to any regulations and guidelines concerning facility safety procedures and the use of personal protective equipment.

3. Minimal Disruption to Operations

To ensure that work areas and work methods are performed with minimum disruption of operations and without jeopardizing the safety of employees. No work other than emergencies shall be performed or material or equipment moved in PATH areas except as directed by the Superintendent.

4. Certification of routine Work Orders

If completed work is judged to be unsatisfactory of incomplete, the Superintendent will notify the Contractor of additional or incomplete work required before the Work Order will be accepted as complete.

Following completion of the work, the Contractor shall list on the Work Order form the names of employees performing the work, the hours worked by each, the date the work was completed and materials and/or small tools used or rented. The Contractor by his Lead Mechanic shall verify completion of the work by signature on the appropriate line on the Work Order. Verification indicates that work was performed according to the contract specifications whether or not the Lead Mechanic physically inspected the work.

Following inspection, the Superintendent will sign the Work Order certifying completion of the work. Certification will be withheld unless the work was performed in accordance with the previously established criteria. All work

orders associated with inspected work must be certified as complete and satisfactory by the Superintendent.

5. Filing and Processing

   Following verification of completion by the Contractor and approval by the Superintendent, file the Work Order using PATH's record filing system.

NON-ROUTINE WORK ORDERS

a. Perform Non-Routine Work Orders according to the procedure outlined below:

   1. The Superintendent, will prepare a Non-Routine Work Order specifying work to be performed and work schedule. This work order will be approved by Superintendent.

   2. The Non-Routine Work Orders will be classified as to levels of priority with level 1 being the highest or most critical priority. The levels are:

      a. Level 1 – Emergency work will include such items as structural repairs, fire system problems, safety items or mechanical system/component failures. Scheduled this work within 2 hours of receipt of notice unless an exception is made by the Superintendent.

      b. Level 2 – Rush work will include such items as restarts.

      c. Level 3 – Normal work will include such items as upgrades and other services not falling in the above categories.

   3. The Superintendent will establish the priority and forward the work order to the Contractor.

   4. Submit a daily work schedule for Non-Routine work prior to the close of business on the preceding workday.

   5. The Superintendent will review the work schedule and approve or make changes as required.

   6. The Superintendent will coordinate any necessary reviews by other PATH or Port Authority Units. All non-routine work must be approved by the Superintendent before starting.

   7. Perform the work as specified in the Work Order Tracking System. The Contract maintenance staff will utilize The Bar Code Wand System as directed by the Superintendent.

   8. The Superintendent will inspect the work performed by the Contractor as specified on the Work Order depending on the level of Priority of the work.

9. All materials and/or equipment rented or used and not supplied by PATH will be subject to prior approval of the Superintendent before Contractor may use them.

b. Inspections conducted will include but not be limited to review of the following criteria:

1. Quality of Work

To ensure that the work is being performed according to specified procedures that include building and/or local codes and equipment specifications and in a competent and professional manner.

If any Work in progress is deemed unsatisfactory or unsafe, such work will be stopped by the Superintendent until the Contractor employs correct and safe procedures.

2. Safe Practices and Procedures

To ensure that work is being performed according to recognized safety procedures, proper safety precautions must be exercised by all Contractor employees at all times. The Contractor must adhere to any regulations and guidelines issued concerning facility safety procedures and the use of personal protective equipment.

3. Minimal Disruption to Operations

To ensure that work is performed with minimal disruptions and without jeopardizing the safety of employees, patrons and tenants. No work other than emergencies shall be performed or material or equipment moved in PATH areas except as directed by the Superintendent.

4. Filing and Processing

Following verification of completion by the Contractor and approval by the Superintendent, file the Work Order using PATH's record filing system.

5. Contractor's Initiative

The Contractor shall prepare his own work orders if he observes a condition that requires immediate response especially in the area of safety, or to prevent severe damage to the building or equipment, or for the procurement of needed materials. The Contractor's Work Order shall follow the same format as outlined above for non-routine work orders and the same inspection procedures will apply. Notify the Superintendent as soon as possible after the issuance of this Work Order and upon Superintendent's approval immediately schedule the work to be performed. For all approved work identified by the Contractor, the

Superintendent will issue a standard PATH Non-Routine Work Order cross-referencing the Contractor's Work Order.

Inasmuch as the public interest requires that the services to which this Contract relates shall be performed in the manner which PATH, acting through the Director/General Manager, deems best, the Director/General Manager, shall have absolute and sole authority to determine what is or is not necessary, proper for or incidental to the portion thereof specified in the clause hereof entitled " General Agreement" and the Contract Specifications shall be deemed merely his present determination on this point.

In the exercise of this authority, the Director/General Manager shall have the power to alter the Contract Specifications and to vary, increase or diminish the character, quantity and quality of, or to countermand any work now or hereafter required. Such variations, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

If any staffing required by the Contract shall be increased, countermanded or reduced, the Director/General Manager shall have full authority on behalf of both parties to make such adjustment by way of reduction in the appropriate Lump Sum or Unit Price 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.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Superintendent, and shall perform the Contract to the satisfaction of the Superintendent at such times and places, by such methods and in such manner and sequence as they may require, and the Contract shall at all stages be subject to his inspection. The Superintendent shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Contract Specifications.

The Contractor shall employ no equipment, materials, methods or workers to which the Superintendent objects, and shall remove no materials, equipment or other facilities from the site without permission. Upon request, the Superintendent shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere or in the specifications of particular instances in which the opinion, judgment, discretion or determination of the Superintendent shall control or in which manner the Contract shall be performed to this 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. Any approval by or on behalf of the Superintendent of any equipment, program, methods of procedure, or of any other act or thing done or furnished or proposed by the Contractor to be done or furnished in or in connection with the performance of the Contract shall be construed merely to mean that at that time the Superintendent knows of no good reason for objecting thereto; and no such approval shall release the Contractor from performance of the Contract in accordance with the Contract Specifications or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or

The provisions of this numbered clause are inserted in this Contract for the benefit of such workmen and laborers as well as for the benefit of PATH; and if the Contractor or any subcontractor shall pay or provide any such workman or laborer less than the rates of wages and supplements above described, such workman or laborer 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 or laborer 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 carpenter shall have a direct right of action against the Contractor. PATH shall not be a necessary party to any action brought by any workman or laborer 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 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 carpenters for the minimum hereinbefore prescribed.

26. Materials, Supplies and Equipment

Beginning with the effective date of this Contract, the Contractor shall establish procedures for performance in conjunction with the WOTS in the acquisition and inventory of materials necessary for the maintenance of equipment used for operation and maintenance and shall do all other things necessary or desirable for or incidental to fulfillment of his services hereunder. These activities shall be accomplished through the coordinated efforts of the Contractor's personnel and Superintendent.

a. Approval of Material, Supplies and Equipment

Use only PATH approved materials, supplies and equipment. Inclusion of materials or supplies on the Port Authority/PATH Approved Products List or approval by the Superintendent constitutes approval. The list may be revised from time to time and at any time by the PATH. Obtain and follow the most current list from the Superintendent. The list is available at the office of the Manager, Environmental Management Division.

b. General

All permanent and temporary materials, supplies, tools and equipment required by the Contractor in performing the Work at the Facility under this Contract shall be purchased by the Contractor and issued to the Contractor's personnel as required by the Contractor. The Contractor will be compensated for all such purchases made by him (other than small tools) based on the net cost thereof as such cost is computed in accordance with the clause of the Contract entitled, "Net Cost Items and Compensation for Net Cost Items".

All materials, supplies, tools and equipment whether purchased by the Contractor or supplied by PATH required in the operation and maintenance of the Facility under this Contract shall be inventoried. The Contractor shall maintain a complete, up-to-date inventory of all such stored items and upon the Superintendent's request shall provide a copy of the inventory status designating shortage or breakage if any, indicating the reason for such shortage or broken items.

The Superintendent shall have the right at all times to monitor the quality and quantity of all materials, supplies, tools and equipment used by the Contractor. The Superintendent may from time to time consult with the Contractor to determine the types and quantities of all materials, supplies, tools and equipment to be stored at the facilities and to establish minimum inventories of tools and equipment to be maintained by the Contractor. If at any time the Contractor is using or has available for use insufficient materials, supplies, tools and equipment as determined by the Superintendent, the Superintendent may direct the Contractor to correct such deficiency. The final decision as to the types and the minimum and maximum quantities of such materials, supplies, tools and equipment to be stored shall be the Superintendent's. The maintenance of these devices shall be the responsibility of the Contractor.

All materials, supplies, tools and equipment used by the Contractor in the performance of services hereunder shall be of such quality as not to cause wear, tear, damage or other deleterious effect to the Facility. If at any time in the opinion of the Superintendent improper supplies, materials, tools and equipment are being used by the Contractor in furnishing services hereunder, the Contractor shall, upon notice from the Superintendent, discontinue their use and replace them with approved items.

All equipment used by the Contractor hereunder will be monitored by the Superintendent who shall, from time to time, determine its effectiveness. The Superintendent shall have the right to require the Contractor to discontinue the use of any ineffective equipment and to replace it with properly functioning equipment.

Spare parts, materials, supplies, tools and equipment provided by PATH to the Contractor shall be returned by him to PATH in good condition (normal wear and tear excepted) promptly upon the request of the Superintendent or, in any case, upon termination of this Contract. Except for normal wear and tear, the Contractor assumes the risks of loss of or damage to any such spare parts, materials, supplies,

tools and equipment from any cause whatsoever between the time they were provided to him by PATH and the time of return thereof to PATH and the Contractor shall reimburse PATH for all costs arising from any such loss or damage.

Equipment or materials identified by the Contractor as broken must be reported and returned to the Superintendent before being disposed of. All materials that are replaced within and/or removed from the Facility shall remain the property of PATH and shall be delivered to a location at the Facility determined by the Superintendent.

PATH will provide nine (9) bar code readers to be used by Contractor's employees when performing routine and non-routine maintenance. Repair of these devices for damage caused by Contractor's employee's misuse, neglect or vandalism shall be the responsibility of the Contractor. The Contractor assumes the risk of loss to all bar code readers. Battery replacement, device programming and periodic maintenance and repairs due to normal wear and tear will be the responsibility of PATH.

The Contractor, at his expense, shall equip his on-site employees with all safety equipment, including but not limited to, safety goggles, respirators, work gloves, bump caps, safety vests, safety shoes and hearing protection.

c. Equipment and Tools Provided to the Contractor

Certain tools and items of equipment will be provided by PATH to the Contractor for exclusive use at the Facility. Such tools are not to leave the premises of the Facility.

The Contractor agrees to use these tools and equipment under the direction of the Superintendent .

The Contractor shall maintain these tools and equipment in good working order, making such repairs as are within the expertise of his personnel, if so directed by the Superintendent. If extensive work or repairs are required, review with the Superintendent what procedures shall be adopted. The Superintendent's directions shall prevail.

The Contractor hereby agrees to use the equipment and tools, to operate or use them with care and diligence.

The Contractor further agrees that, following each use of the tools and equipment he will put them in a location within the Facility designated by the Superintendent. The Contractor shall be responsible for the security of the tools and equipment stored within this designated space.

d. Required Inventory of Elevator Parts to be Maintained at the Facility

- Three (3) T.L. Jones or approved equal Micro-Scan Door Operating Systems
- Two (2) Complete sets of solid-state circuit boards for every type of Electric Traction Elevator
- Two (2) Complete sets of solid-state circuit boards for every type of Electric Hydraulic Elevator
- One (1) Guide Rail shoe gibes for Hydraulic Elevators (JSTC units #9 & 10)
- One (1) 33rd Street Elevator Output solid state Micro-Processor-Motherboard
- One (1) Complete set of roller guilds for cars and counterweights
- One (1) Complete tape head of every type
- Ten (10) complete sets of door gibs
- Five (5) of every type of fuses used on PATH equipment
- Two (2) of every types of contactor/relay used on PATH equipment
- One (1) of every type of door clutch used on PATH equipment

e. Required Inventory of Escalator Parts to be Maintained for the Following Locations:

Journal Square Transportation Center

- Twelve (12) Haughton Escalators Steps
- Twenty-four (24) Haughton Escalator Chain rollers
- Six (6) Haughton Escalator Complete sets comb plates (6 in a set), top and bottom of escalator
- Six (6) Haughton Escalator electric coils for Pawl Brake Interlocking
- Six (6) Haughton Escalator electric brake coils
- Fifty (50) feet Haughton Escalator handrail chain
- Twenty-four (24) Haughton Escalator triple drive chain
- Twenty-four (24) Haughton Escalator handrail track
- One-hundred (100) feet Haughton Escalator handrail guide
- Two (2) Haughton Escalator handrail drive (sheave) wheels
- Six (6) Kone/O & K escalator steps
- Six (6) Kone/O & K escalator step rollers
- Twenty-four Kone/O & K escalator Carl White side plates
- Twenty-four Kone/O & K escalator chain rollers
- Two (2) Kone/O & K escalator comb set complete top and bottom
- One (1) Kone/O & K escalator circuit board
- One (1) Kone/O & K escalator microprocessor motherboard

Exchange Place Station

- Two (2) of each type O & K escalator circuit boards
- One (1) O & K escalator microprocessor motherboard
- Twelve (12) O & K escalator steps
- Twenty-four (24) O & K escalator step rollers
- Twenty-four (24) O & K escalator chain rollers

- One (1) O & K escalator complete set comb plates (6 in a set), top and bottom of escalator

Pavonia/Newport Station

- Two (2) of every type O & K escalator circuit boards
- One (1) O & K escalator microprocessor motherboard
- Six (6) O & K escalator steps
- Twelve (12) O & K escalator step rollers
- Twelve (12) O & K escalator chain rollers
- One (1) O & K escalator complete sets comb plates (6 in a set), top and bottom of escalator

Grove Street Station

- One (1) of every type O & K escalator circuit boards
- One (1) O & K escalator microprocessor motherboard
- Six (6) O & K escalator steps
- Twelve (12) O & K escalator step rollers
- Twelve (12) O & K escalator chain rollers
- One (1) O & K escalator complete sets comb plates (6 in a set), top and bottom of escalator

APPENDIX A
ROSTER OF ROUTINES
AND
MAINTENANCE PROCEDURES

PATH Elevator and Escalator Maintenance

PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0001	ESC - 01J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 EAST	1Y	MPC1
0002	ESC - 02J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 EAST	1Y	MPC1
0003	ESC - 03J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC1
0004	ESC - 04J	ROUTINE INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC1
0005	ESC - 05J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC1
0006	ESC - 06J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC1
0007	ESC - 07J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC1

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0008	ESC - 08J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC1
0009	ESC - 09J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC1
0010	ESC - 10J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 3 & 4	1Y	MPC1
0011	ESC - 11J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 3 & 4	1Y	MPC1
0012	ESC - 12J	ROUTINE INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 3 & 4	1Y	MPC1
0013	ESC - 13J	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC1
0014	ESC - 14J	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K	JSTC CONCOURSE TO PLAZA	1Y	MPC1

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0015	ESC - 15J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0016	ESC - 16J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0017	ESC - 17J	ROUTINE TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1
0018	ESC - 01P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1
0019	ESC - 02P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1
0020	ESC - 03P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1

ROSTER OF ROUTINES

0021	ESC - 04P	ROUTINE TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0022	ESC - 01X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0023	ESC - 02X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0024	ESC - 03X	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1
0025	ESC - 01G	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K HD - RD -14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1
0026	ESC - 02G	ROUTINE INSPECTION AND TEST FOR ESCALATORS O + K HD - RD -14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0027	ESC - 01J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - TRACK 3 & 4 EAST	1Y	MPC1 & MPC2
0028	ESC - 02J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - TRACK 1 & 2 EAST	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0029	ESC - 03J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 3 & 4 WEST	1Y	MPC1 & MPC2
0030	ESC - 04J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC TRACK 1 & 2 WEST	1Y	MPC1 & MPC2
0031	ESC - 05J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 1 & 2	1Y	MPC1 & MPC2
0032	ESC - 06J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM C 1 & 2	1Y	MPC1 & MPC2

ROSTER OF ROUTINES

0033	ESC - 07J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM B 1 & 2	1Y	MPC1 & MPC2
0034	ESC - 08J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM A 1 & 2	1Y	MPC1 & MPC2
0035	ESC - 09J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC BUS PLATFORM D 3 & 4	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0036	ESC - 10J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM C 3 & 4	1Y	MPC1 & MPC2
0037	ESC - 11J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM B 3 & 4	1Y	MPC1 & MPC2
0038	ESC - 12J	PERIODIC INSPECTION AND TEST FOR ESCALATORS HAUGHTON HC48	JSTC - BUS PLATFORM A 3 & 4	1Y	MPC1 & MPC2

ROSTER OF ROUTINES

0039	ESC - 13J	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC1 & MPC2
0040	ESC - 14J	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K	JSTC - CONCOURSE TO PLAZA	1Y	MPC1 & MPC2
0041	ESC - 15J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2
0042	ESC - 16J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0043	ESC - 17J	PERIODIC INSPECTION AND TEST FOR ESCALATORS KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	1Y	MPC1 & MPC2
0044	ESC - 01P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2

ROSTER OF ROUTINES

0045	ESC - 02P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y.	MPC1 & MPC2
0046	ESC - 03P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2
0047	ESC - 04P	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K MODEL RT / HD - 100 / 30 - 18' 6" RISE	PAVONIA - STREET LEVEL	1Y	MPC1 & MPC2
0048	ESC - 01X	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2
0049	ESC - 02X	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0050	ESC - 03X	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	1Y	MPC1 & MPC2

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0051	ESC - 01G	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K HT / RD - 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1 & MPC2
0052	ESC - 02G	PERIODIC INSPECTION AND TEST FOR ESCALATORS O + K HT / RD – 14' RISE	GROVE STREET - STREET LEVEL	1Y	MPC1.& MPC2
0053	FLH - 08J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR – FREIGHT	JSTC - KISS + RIDE	1Y	MPC3
0054	PLH - 09J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC3
0055	PLH - 10J	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC3
0056	PLH - 11X	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0057	PLH - 01A	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&O	33RD STREET - FAREZONE	1Y	MPC3

ROSTER OF ROUTINES

1158	PLH – 01P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA STEET LEVEL	1Y	MPC3
1159	PLH – 02P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM	1Y	MPC3
1160	PLH – 03P	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA SIDE PLATFORM	1Y	MPC3
1199	FLH – 01S	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	"C" YARD"	1Y	MPC3
1198	PLH – 01S	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W YARD"	1Y	MPC3
0058	PLH - 01C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON - CONTROL ZONE	1Y	MPC3
0059	PLH - 02C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	1Y	MPC3
0060	FLH - 03C	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	1Y	MPC3

ROSTER OF ROUTINES

0061	PLH - 01H	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC3
0062	PLH - 01W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC3
0063	PLH - 02W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 + 3	1Y	MPC3

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0064	PLH - 03W	ROUTINE INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 + 5	1Y	MPC3
0065	FLH - 08J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	1Y	MPC3 & MPC4
0066	PLH - 09J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	1Y	MPC3 & MPC4

ROSTER OF ROUTINES

0067	PLH - 10J	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	1Y	MPC3 & MPC4
0068	PLH - 11X	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	EXCHANGE PLACE - PLATFORM	1Y	MPC3 & MPC4
0069	PLH - 01A	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	33RD STREET - FAREZONE	1Y	MPC3 & MPC4
1170	PLH – 01P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA STEET LEVEL	1Y	MPC3 & MPC4
0104	PLH – 02P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA CENTER PLATFORM	1Y	MPC3 & MPC4
0105	PLH – 03P	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	PAVONIA SIDE PLATFORM	1Y	MPC3 & MPC4
0106	FLH – 01S	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	"C" YARD"	1Y	MPC3 & MPC4
0107	PLH – 01S	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	COIN ROOM AT "W YARD"	1Y	MPC3 & MPC4

ROSTER OF ROUTINES

0070	PLH - 01C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON – CONTROL ZONE	1Y	MPC3 & MPC4

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0071	PLH - 02C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - PASS	HARRISON - MAIN REPAIR SHOP	1Y	MPC3 & MPC4
0072	FLH - 03C	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - FREIGHT	HARRISON - MAIN REPAIR SHOP	1Y	MPC3 & MPC4
0073	PLH - 01H	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	HOBOKEN - FAREZONE	1Y	MPC3 & MPC4
0074	PLH - 01W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 1	1Y	MPC3 & MPC4
0075	PLH - 02W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 2 + 3	1Y	MPC3 & MPC4

ROSTER OF ROUTINES

0076	PLH - 03W	PERIODIC INSPECTION AND TEST FOR HYDRAULIC ELEVATORS HYDRAULIC ELEVATOR - E&D	WTC - TRACK 4 + 5	1Y	MPC3 & MPC4
0077	PLT - 01J	INSPECTION AND TEST FOR ROUTINE TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0078	PLT - 02J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5
0079	PLT - 03J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5
0080	PLT - 04J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5
0081	PLT - 05J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – FREIGHT	JSTC - TOWER	1Y	MPC5

ROSTER OF ROUTINES

0082	PLT - 06J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - PARKING	1Y	MPC5
0083	PLT - 07J	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - PARKING	1Y	MPC5
0084	PLT - 55X	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0085	PLT - 66X	ROUTINE INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC5 & MPC6
0086	PLT - 01J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0087	PLT - 02J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5 & MPC6

ROSTER OF ROUTINES

0088	PLT - 03J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0089	PLT - 04J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC - TOWER	1Y	MPC5 & MPC6
0090	PLT - 05J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – FREIGHT	JSTC – TOWER	1Y	MPC5 & MPC6
0091	PLT - 06J	PERIODIC INSPECTION AND TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC – PARKING	1Y	MPC5 & MPC6

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0099	PLT - 05J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – FREIGHT	JSTC – TOWER	1Y	MPC7
0100	PLT - 06J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC – PARKING	1Y	MPC7
0101	PLT - 07J	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR – PASS	JSTC – PARKING	1Y	MPC7

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0102	PLT - 55X	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC7
0103	PLT - 66X	FIVE YEAR TEST FOR TRACTION ELEVATORS TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	1Y	MPC7
0104	PLR - 01P		PAVONIA - STREET LEVEL	1Y	MPC8
0105	PLR - 02P		PAVONIA - PLATFORM LEVEL	1Y	MPC8

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0106	PLR - 01P		PAVONIA - STREET LEVEL	1Y	MPC8 & MPC9
0107	PLR - 02P		PAVONIA - PLATFORM LEVEL	1Y	MPC8 & MPC9
0108	ESC - 01J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 3 + 4 EAST	12Y	MPC11

ROSTER OF ROUTINES

0109	ESC - 02J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 1 + 2 EAST	12Y	MPC11
0110	ESC - 03J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 3 + 4 WEST	12Y	MPC11
0111	ESC - 04J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - TRACK 1 + 2 WEST	12Y	MPC11
0112	ESC - 05J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM D 1 + 2	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0113	ESC - 06J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM C 1 + 2	12Y	MPC11
0114	ESC - 07J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM B 1 + 2	12Y	MPC11

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0115	ESC - 08J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM A 1 + 2	12Y	MPC11
0116	ESC - 09J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM D 3 + 4	12Y	MPC11
0117	ESC - 10J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM C 3 + 4	12Y	MPC11
0118	ESC - 11J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM B 3 + 4	12Y	MPC11
0119	ESC - 12J	MONTHLY ESC. MAINTENANCE CHECK HAUGHTON HC48	JSTC - BUS PLATFORM A 3 + 4	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0120	ESC - 13J	MONTHLY ESC. MAINTENANCE CHECK O + K	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11

ROSTER OF ROUTINES

0121	ESC - 14J	MONTHLY ESC. MAINTENANCE CHECK O + K	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0122	ESC - 15J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0123	ESC - 16J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0124	ESC – 17J	MONTHLY ESC. MAINTENANCE CHECK KONE ECO 3000	JSTC - CONCOURSE TO FAREZONE	12Y	MPC11
0125	ESC – 01P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD – 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11
0126	ESC – 02P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES
0127	ESC - 03P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD – 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0128	ESC - 04P	MONTHLY ESC. MAINTENANCE CHECKS O + K MODEL RT / HD - 100 / 30 - 18' 16" RISE	PAVONIA - STREET LEVEL	12Y	MPC11
0129	ESC - 01X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0130	ESC - 02X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0131	ESC - 03X	MONTHLY ESC. MAINTENANCE CHECK O + K RT - HOLS - 511 - 4 - 461 / 76' RISE	EXCHANGE PLACE - STREET LEVEL	12Y	MPC11
0132	ESC - 01G	MONTHLY ESC. MAINTENANCE CHECK O + K - RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	12Y	MPC11
0133	ESC - 02G	MONTHLY ESC. MAINTENANCE CHECK O + K - RT / HD - 14' RISE	GROVE STREET - STREET LEVEL	12Y	MPC11

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES

ROSTER OF ROUTINES

0134	PLT - 01J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0135	PLT - 02J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0136	PLT - 03J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0137	PLT - 04J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0138	FLT - 05J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - FREIGHT	JSTC - TOWER	14 DAYS	MPC12 & MPC13
0139	PLT - 06J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - PARKING	14 DAYS	MPC12 & MPC13
0140	PLT - 07J	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - PASS	JSTC - PARKING	14 DAYS	MPC12 & MPC13

WORK ORDER NUMBER	EQUIP RECORD NUMBER	DESCRIPTION	AREA & LOCATION	FREQUENCY & MONTH	NOTES

PATH Elevator and Escalator Maintenance
PART V – APPENDIX A

ROSTER OF ROUTINES

0141	FLH - 08J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - FREIGHT	JSTC - KISS + RIDE	12 Y	MPC12 & MPC13
0142	PLH - 09J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 1 + 2	12 Y	MPC12 & MPC13
0143	PLH - 10J	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	JSTC - TRACK 3 + 4	12 Y	MPC12 & MPC13
0144	PLT - 55X	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	14 D	MPC12 & MPC13
0145	PLT - 66X	MAINTENANCE OF TRACTION ELEVATOR TRACTION ELEVATOR - E&D	EXCHANGE PLACE - HEADHOUSE	14 D	MPC12 & MPC13
0146	PLH - 11X	MAINTENANCE OF HYDRAULIC ELEVATOR TRACTION ELEVATOR	EXCHANGE PLACE - PLATFORM	12 Y	MPC12 & MPC13
0147	PLH - 01A	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	33 RD STREET - FAREZONE	12 Y	MPC12 & MPC13
1148	PLH – 01P	MAINTENANCE OF HYDRAULIC & TRACTION ELEVATOR - HYDRAULIC ELEVATOR - E&D	PAVONIA STREET LEVEL	12Y	MPC12 & MPC13