

Torres-Rojas, Genara

From: Gearhart, Bruce [<mailto:brugearhar@pa.gov>]

Sent: Friday, January 08, 2016 1:04 PM

To: Ng, Danny

Subject: amended request

Mr. Ng: As we discussed, I request records related to Koppers, Inc. or "Koppers" which are possessed by the Port Authority of New York & New Jersey. All printed or electronic copies of contracts, contract extensions, purchase orders, requests for payments, invoices, payments, receipts, paper correspondence, and electronic-correspondence are specifically requested. I am making this request on behalf of myself as part of my role as an investigator for the Bureau of Investigations, Pennsylvania Department of Environmental Protection.

Should you have any questions regarding this request please feel free to contact me via email or at 412.442.4071.

Thank you

Bruce E. Gearhart | Investigator
Department of Environmental Protection | Office of Chief Counsel
Bureau of Investigations | Southwest Region
400 Waterfront Drive | Pittsburgh, PA 15222
Phone: 412.442.4071 | Fax: 412.442.4274
www.depweb.state.pa.us

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

January 12, 2016

Mr. Bruce E. Gearhart
Department of Environmental Protection
Office of Chief Counsel, Bureau of Investigations/Southwest R
400 Waterfront Drive
Pittsburgh, PA 15222

Re: Freedom of Information Reference No. 16604

Dear Mr. Gearhart:

This is in response to your January 8, 2016 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of the following "records related to Koppers, Inc. or "Koppers" which are possessed by the Port Authority of New York & New Jersey. All printed or electronic copies of contracts, contract extensions, purchase orders, requests for payments, invoices, payments, receipts, paper correspondence, and electronic-correspondence are specifically requested.

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/16604-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, privacy.

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

Very truly yours,



Danny Ng
FOI Administrator

Enclosure

*4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555*

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

MEMORANDUM

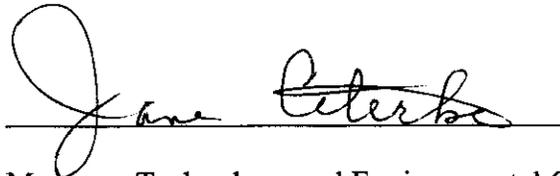
TO: Karen Eastman
FROM: Jane Ceterko
DATE: June 28, 2004
SUBJECT: ENVPATHRR02: DISPOSAL OF CREOSOTE RAILROAD TIES AND
WOOD AT PATH/; Contract # 46000005275;/ PURCHASE ORDER
4500037095

COPY TO: SEE BELOW

Transmitted herewith is the original contract as described above with
Koppers, Inc., in the net estimated amount of \$ 71,950.

Conformed copies of this contract are being distributed as follows:

J. Colon
L. Green
C. Tse
W. Fung (2)
M. Bennett
J. Ceterko
D. Felice
J. Marrone (2)
PSD Files

A handwritten signature in black ink, appearing to read "Jane Ceterko", is written over a horizontal line.

Manager, Technology and Environmental Contracts
Purchasing Services Division



June 27, 2004

Mr. Gary Ambrose
General Manager
Koppers, Inc.
436 Seventh Avenue
Pittsburgh, Pa 15219

**RE: ENVPATHRR02: DISPOSAL OF CREOSOTE RAILROAD TIES AND
WOOD AT PATH / Bid #0000006876/ CONTRACT # 4600005275 /
PURCHASE ORDER # 4500037095**

Dear Mr. Ambrose:

Your bid addressing the subject contract has been accepted. The term of this contract shall be for a three (3) year period effective August 10, 2004 through August 9, 2007 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price for this period is \$71,950. This contract contains a provision for a 120 day extension.

Prior to the commencement of work, please submit to the Port Authority your insurance certificates as required for the contract, under Section C, Page C-6, entitled "Insurance Procured by the Contractor." Please send your certificate to: General Manager, Risk Financing, 225 Park Avenue South, 12th floor, New York, New York 10003.

Your Port Authority contact is Jim Marrone, who can be reached at (201) 216-6103. If you have any questions concerning the award of this contract, please contact Maryellen Bennett at (212) 435-3915.

For invoicing and correspondence purposes, Purchase Order # 4500037095 has been assigned to this contract. Any billing inquiries should be directed to Kevin Lee at 201-216-6543.

Very truly yours,

Jane Ceterko
Manager, Technology and Environmental Contracts
Purchasing Services Division



THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

**TITLE: ENVPATHRR02: DISPOSAL OF CREOSOTE RAILROAD TIES AND
WOOD AT PATH**

BID NO.: 0000006876

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

BID DUE DATE: JUNE 22, 2004

TIME: 11:00 AM

BUYER NAME: MARYELLEN BENNETT

PHONE NO.: (212) 435-3915

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

Koppers Inc.

(NAME OF BIDDING ENTITY)

436 Seventh Ave.

Pittsburgh, PA 15219 (ADDRESS)

Gary Ambrose, General Manager - Commercial Sales
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY PROGRAM**

REVISED ON:

NOV 14 2001

TITLE V/STATE OPERATING PERMIT

ISSUE DATE: 09-JAN-01

EFFECTIVE DATE: 09-JAN-01

EXPIRATION DATE: 31-DEC-05

In accordance with the provisions of the Air Pollution Control Act, the Act of January 8, 1960, P.L. 2119, as amended, and 25 Pa. Code Chapter 127, the Owner, [and Operator if noted] (hereinafter referred to as permittee) identified below is authorized by the Department of Environmental Protection (Department) to operate the air emission source(s) more fully described in the site inventory list. This Facility is subject to all terms and conditions specified in this permit. Nothing in this permit relieves the permittee from its obligations to comply with all applicable Federal, State and Local laws and regulations.

The regulatory or statutory authority for each permit condition is set forth in brackets. All terms and conditions in this permit are federally enforceable applicable requirements unless otherwise designated as "State-Only" or "non-applicable" requirements.

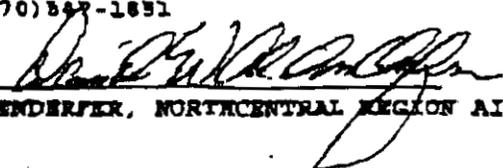
**TITLE V PERMIT NO: 41-00002
TAX ID - PLANT CODE [REDACTED]**

**OWNER: KOPPERS IND INC
MAILING PO BOX 189
ADDRESS MONTGOMERY, PA. 17752**

**PLANT KOPPERS IND/COGEN PLT
LOCATION 41 Lycoming County 41912 Clinton
SIC CODE 4931 Trans. & Utilities - Electric And Other Services Combined**

**RESPONSIBLE OFFICIAL
NAME PAUL C BESWICK
TITLE PLANT MANAGER**

**PERMIT CONTACT PERSON
NAME JAMES J HEALY
TITLE PLANT MANAGER
PHONE (570) 847-1851**

**[SIGNATURE] 
DAVID W ALDENDERFER, NORTHCENTRAL REGION AIR PROGRAM MANAGER**

INTRODUCTION

COVER PAGE:	BID AND BIDDER INFORMATION
SECTION A:	STANDARD INFORMATION FOR BIDDERS & SIGNATURE SHEET
SECTION B:	CONTRACT SPECIFIC INFORMATION FOR BIDDERS
SECTION C:	CONTRACT DESCRIPTION, SPECIFICATIONS AND PRICING SHEETS
SECTION D:	STANDARD CONTRACT TERMS AND CONDITIONS

1. EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THIS CONTRACT DOCUMENT WILL RESULT IN REJECTION OF THE BID.
2. BIDS MUST BE SIGNED ON PAGE A-4, PREFERABLY IN BLACK INK.
3. A COPY OF EACH ADDENDUM ISSUED, IF ANY, MUST BE INITIALED AND ATTACHED TO THE BID. BIDS SUBMITTED WITHOUT THE ADDENDA INITIALED AND ATTACHED WILL BE DEEMED TO HAVE THEM ATTACHED AND CONSTRUED AS INCORPORATING THE REVISIONS CONTAINED THEREIN.
4. SECTION B OF THIS DOCUMENT MAY CONTAIN QUALIFICATION AND/OR PREREQUISITE REQUIREMENTS. IF SO, BIDDERS ARE REQUIRED TO SUBMIT THE REQUESTED INFORMATION IN ACCORDANCE WITH THIS SECTION. FAILURE TO MEET THE PREREQUISITES WILL RESULT IN REJECTION OF THE BID.
5. BIDDER ATTENTION IS CALLED TO THE CERTIFICATION REQUIREMENTS CONTAINED IN THE STANDARD CONTRACT TERMS AND CONDITIONS, SECTION D, PART III. INDICATE BELOW IF A SIGNED, EXPLANATORY STATEMENT IN CONNECTION WITH THIS SECTION IS ATTACHED HERETO.

[] YES

SECTION A: STANDARD INFORMATION FOR BIDDERS

	PAGE
1. Form and Submission of Bid	A-2
2. Firm Offer.....	A-2
3. Acceptance or Rejection of Bids	A-2
4. Bidder's Questions	A-2
5. Additional Information To and From Bidders	A-3
6. Union Jurisdiction	A-3
7. No Guarantees or Warranties	A-3
 SIGNATURE SHEET	 A-4
NAME AND RESIDENCE OF PRINCIPALS.....	A-4

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, sign and return one entire copy to the Port Authority in accordance with the instructions on the cover page. The Bidder should retain one complete duplicate copy for its own use. The bid must be signed on Page A-4. Pricing schedules contained in Section C 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.

2. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey 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 schedules provided in Section C.

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 all bids or to accept that bid, if any, which in its judgment will under all the circumstances 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. Bidders 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 page of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it shall be communicated to all Bidders by written addenda issued over 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. Additional information to Bidders, if any, regarding pre-bid meetings, qualifications or bidder prerequisites are contained in Section B hereof. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers shall be submitted on Page A-5. If a Bidder is a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, shall be submitted on Page A-5.

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 Section D of the Contract, paragraph 9 entitled "Harmony".

7. No Guarantees or Warranties

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.

PURCHASING SIGNATURE SHEET

2004 JUN 22 PM 12:36

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in Section D.

Bidding Entity Koppers Inc.

Bidder's Address 436 Seventh Ave.

City, State, Zip Pittsburgh, PA 15219

Telephone No. (412) 227-2739 FAX (412) 227-2841

E-Mail Ambrose.gf@koppers.com EIN # _____

SIGNATURE [Signature] Date _____

Print Name and Title Gary Ambrose - General Manager Commercial Sales

STATEMENT OF IRREVOCABILITY: This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

Bidding Entity: Koppers Inc.

SIGNATURE: [Signature]

(Same as person signing above)

ACKNOWLEDGMENT:

STATE OF: Pennsylvania

COUNTY OF: Allegheny

On this 18th day of June, 2004 personally came before me, Rose Marie Hilinski, Notary Public, who duly sworn by me, did depose that (s)he has that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

[Signature]
Notary Public

NOTE: If a joint venture is allowed, duplicate this Signature Sheet and have each joint venturer sign separately and affix to the back of this signature sheet.

Notarial Seal
Rose Marie Hilinski, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 13, 2006
Member, Pennsylvania Association of Notaries

NAME & RESIDENCE OF PRINCIPALS

PURCHASING
2004 JUN 22 PM 12:36

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

NAME

TITLE

Address of residence
Do not give business address.

n/a

**PAGE
NUMBER**

1. Bidder's Prerequisites.....B-2

2. Qualification Information.....B-2

3. Evaluation of Bids.....B-4

4. Price Preference.....B-4

5. Notification of Security Agreement.....B-4

SECTION B

CONTRACT SPECIFIC INFORMATION FOR BIDDERS

1. Bidder's Prerequisites

Only Bidders who can comply with the following should submit bids as only bids submitted by such Bidders will be considered. It should be noted that a determination that a Bidder meets the prerequisites is no assurance that the Bidder will be deemed qualified in connection with other bid requirements included herein.

- a. The Bidder shall have had at least five (5) years of experience immediately prior to the date of submission of its bid in the management and operation of a creosote wood/railroad ties transportation and disposal business actually engaged in providing these services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) years experience immediately prior to the date of the submission of its bid in the management and operation of a Creosote wood/railroad ties transportation and disposal 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 such services during that time period.
- b. During the time period as stated in (a) above, the Bidder or the persons or entities owning and controlling the Bidder shall have satisfactorily performed or be performing under at least one (1) contract requiring services of similar size and scope to those required under this Contract.

2. Qualification Information

By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites, if any, or has otherwise been deemed qualified to perform the services.

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

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

reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

Where the statements submitted pursuant to subparagraphs (i) and (ii) 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 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 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 including 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 including all amendments thereto 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 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.
- e. Information to supplement any statement submitted in accordance with Section D, Part III entitled "Contractor's Integrity Provisions."
- f. Moreover, in the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of PATH that it in fact can perform the service as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with PATH, nor anything stated by 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.

3. Evaluation of Bids

The Port Authority intends to award this Contract to the qualified Bidder who submits the lowest responsive Total Estimated Contract Price.

4. Price Preference

A price preference of 10% is available for New York or New Jersey Minority and Women Business Enterprises (M/WBE) or 5% for New York or New Jersey Small Business Enterprises (SBE) certified by the Port Authority by the day before bid opening for awards not exceeding \$500,000. If the Bidder is a Port Authority certified MBE/WBE or SBE, enter the date(s) on which you were certified in the space provided on the Contractor's Price Sheet.

6. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority 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 the

Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority 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 the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority 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 the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority 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.

The Authority 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.

SECTION C: CONTRACT DESCRIPTION, SPECIFICATIONS AND PRICING SHEETS

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1. Description of Works.....	C-9
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 PART III PRICING SHEETS	
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CONTRACTOR'S PRICE SHEET.....	C-11

SECTION C

PART I CONTRACT DESCRIPTION

1. General Agreement

The Contractor agrees to perform creosote wood/railroad ties transportation and disposal services at the facilities listed herein and to furnish all labor, supervision, uniforms, equipment, materials, supplies and other facilities and do all other things necessary, proper 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 by this Contract (all of the above being referred to as the Work).

2. Duration

This Contract shall commence on or about the specific date set forth in the Authority's notice of bid acceptance (hereinafter the "Commencement Date") and unless otherwise terminated in accordance with the provisions herein shall expire three (3) years from the Commencement Date (such period hereinafter called the "Initial Term").

PATH shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the expiration date herein before established, subject to the same terms and conditions of the original Contract term. The unit prices and other charges quoted by the Contractor for the initial three year term of the Contract shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the Expiration Date herein before established that the Contract term is so extended.

3 Payment

a. PATH agrees to pay to the Contractor and the Contractor agrees to accept from PATH in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, a compensation determined from the Work performed upon the basis of the items of Work, units of measurement and prices per unit as further set forth in the clause of the Form of Contract entitled "Payment". Such shall be the entire compensation to the Contractor for all Work performed hereunder subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

b. The three (3) year estimated quantities set forth in the Contractor's Price Sheet are given solely to enable PATH to make

bid comparisons. PATH makes no representations as to what the actual quantities will be and shall not be held responsible even though the estimated quantities are not even approximately correct. The Contractor's compensation will be computed based on Unit Price Work performed.

c. The Contractor's Price Sheets do not constitute a complete outline of the Work required by this Contract but are merely a list of the items to be used in computing the Contractor's compensation and they contain all such items. The compensation computed therefrom is full compensation for all Work whatsoever required by this Contract excluding compensation for Extra Work assigned pursuant to the clause of this section hereof entitled "Extra Work", compensation for which shall be in accordance with the provisions of said clause.

d. Payment shall be made in accordance with the following:

i) Once per month during the Initial Term starting with the second month and including the month following expiration of the Initial Term or any extension thereof, the Contractor may invoice for all Work performed during the preceding month. Each invoice with supporting documentation shall be forwarded for processing and payment to:

Jim Marrone
One Path Plaza
Jersey City, NJ 07306

ii) Each invoice submitted shall show the total pounds removed and the dates of removal.

e. The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to PATH of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of 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, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided.

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

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

4. 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. "Extra Work" as used herein shall be defined as work, which differs from that expressly or impliedly, required in the Specifications in their present form. Any extra work performed by the Contractor shall be limited to six percent (6%) of the Total Contract Price-for the entire Contract period and extensions thereto if any, unless the Contractor is expressly notified, in writing by the Vice President and General Manager of PATH of a greater limitation. The Manager prior to commencement must approve all Extra work, in writing.

The Contractor is to supply the amount of materials, supplies, equipment and personnel required by the Superintendent within twenty four (24) hours following his receipt of written notice from the Superintendent or, in the case of an emergency as determined by the Superintendent, within four (4) hours following his receipt of the Superintendent's oral notification. Where oral notification is provided hereunder, the Superintendent shall thereafter confirm the same in writing.

Compensation for such Extra Work shall be determined by mutual agreement between the Superintendent acting personally and the Contractor. However, should the parties fail to reach such an agreement, the following amounts and such amounts only shall increase the Contractor's compensation:

In the case of Extra Work performed by the Contractor itself, an amount equal to the actual net cost in money of (a) labor required for such Extra Work, plus fifteen percent (15%) of such net cost, (b) materials required for such extra work plus five percent (5%) of such net cost, and (c) such rental for equipment (other than small tools) required for such Extra Work as the Superintendent deems reasonable.

In the case of Extra Work performed by a subcontractor, an amount equal to the sum of (a), (b) and (c) above, plus an additional five percent (5%) provided that any such subcontract has been approved, in advance, by the Superintendent.

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

"Labor" means laborers, porters and janitors directly employed at the Site of the Work subject to the Director'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. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Facility 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 cost of all Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price for the applicable year unless otherwise expressly authorized in writing by the Director. These funds shall be used only when necessary and are not routinely spent as part of the Contract.

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

Except as herein expressly provided, 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.

5. Time for Performance-Non-Performance of Contractor's Duties-Liquidated Damages

- a. The Contractor shall perform work when notified by the Superintendent to perform the work. Such notification will be by telephone; written confirmation of items of work ordered will be given at the time of pickup at the premises.

b. The Contractor shall make scheduled pickups of creosote treated wood within three (3) business days of notification by PATH. The Contractor shall complete all disposal work within ten (10) business days of completion of the pickups. Failure to comply may result in Liquidated Damages in the following amounts for each time the Contractor fails to satisfactorily perform beyond the time specified herein as follows:

1. Failure to make scheduled pickups within three (3) business days in the amount of \$500.00 per day.
2. Failure to properly submit all invoices and accompanying paperwork within ten (10) business days in the amount of \$100.00 per day.
3. Failure of scheduled trucks to arrive at the job site within two (2) hours in the amount of \$500.00 per occurrence per truck.

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

6. Authority and Duties of the Superintendent

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 he 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 Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or men to which the Superintendent objects. Upon request, the Superintendent shall confirm in writing any oral order, direction, requirements or determination.

7. Insurance Procured by the Contractor

The Contractor shall take out, maintain and pay the premiums on the below stated policy or policies of insurance, including but not limited to premises-operations and products-completed operations, broad form property damage, independent contractors coverage and personal injury coverage with a contractual liability endorsement 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 procure, maintain and pay premiums on Automobile Liability Insurance covering, owned, non-owned and rented vehicles in limits not less than the amounts set forth below:

COMMERCIAL GENERAL LIABILITY INSURANCE

\$2 million combined single limit per occurrence for bodily injury and property damage liability. The contractual liability endorsement in the Commercial General Liability policy shall include coverage within fifty feet (50') of railroad property.

AUTOMOTIVE LIABILITY INSURANCE

\$2 million combined single limit per accident for bodily injury and property damage liability.

Such policy or policies shall contain the following endorsements.

"The insurance carrier 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 commissioners, officers, agents or employees, the governmental nature of PATH or the provisions of any statute respecting suits against PATH."

The liability policy or policies carried by the Contractor and Subcontractors must contain **"Cross-Liability/Severability of Interests coverage**, providing that the protection afforded the Contractor thereunder, with respect to any claim or action against the Contractor by a third person, shall pertain and apply with like effect with respect to any claim or action against the contractor by PATH, or against PATH by the Contractor, but said endorsement shall not limit, vary, change or affect the provisions afforded PATH as an additional insured.

PATH shall be named as an additional insured in the policy or policies set forth above.

In addition, the Contractor shall take out, maintain and pay premiums on **Workers' Compensation Insurance** in accordance with the requirements of the law in the state (s) where work will take place. The Policy shall include an endorsement for the **Federal Employers Liability Act (FELA)**, in a limit of \$1 million per accident.

Certified copies of the policy or policies described above or a certificate or certificates evidencing the existence thereof shall be delivered to the General Manager, Risk Management/Treasury The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, NY 10003, within ten (10) days after the execution of this Contract by both PATH and the Contractor. Such policy or policies, certificate or certificates shall state the number of this contract and shall contain a valid provision or endorsement that the policy or policies may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to PATH. Renewal policies shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to PATH as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to PATH, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Port

Authority with a certified copy of each policy stated above. [CITS #2150N].

PART II SPECIFICATIONS

1 Definitions

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

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance and the Specifications (including written addenda issued over the name of the Port Authority's Director of Procurement), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the Agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

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

"Work" shall mean all structures, equipment, plant, labor, 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 removal of creosote wood/railroad ties from Port Authority facilities and the disposal thereof and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

"Superintendent" shall mean the Superintendent of Path Railroad System, acting either personally or through his duly authorized representatives acting with the scope of the particular authority vested in them.

2. Description of Work

The Contractor shall remove and dispose of Creosote treated wood from PATH facilities by incineration at an incinerator licensed for such work and in conformity with all Federal, state and local regulations as described elsewhere in this Contract. Proof of the licensing of the incinerator shall be submitted with the bid.

The work shall include but not be limited to the loading, securing the load to the transportation vehicle, transportation, preparation for disposal of the items specified herein, preparation and submission of all documentation required by Federal, state and local authorities including all bills of lading, obtaining necessary licenses and permits, and giving required notifications to appropriate Federal, State and local agencies having jurisdiction to accomplish the work required hereunder.

3. Removal and Disposal of Creosote Treated Wood

The Contractor shall load and remove the creosote treated wood from the PATH facilities located in Jersey City, New Jersey, transport those materials to the incinerator, and arrange for their ultimate

incineration, all in accordance with applicable Federal, state and local laws and as approved by PATH. The Contractor accepts title to the creosote treated wood when it is placed on the Contractor's vehicle. Some ties still contain plates and spikes and coverboard with brackets.

The wood consists of panels and railroad ties ranging in size from height 6" to 10" x width 8" to 10" x length 7' to height 10" x width 10" x length from 2'6 to 23'0". The wood is a mix of hardwood Black Locust, Honey Locust, Red Oak, White Oak or Black Walnut.

There is miscellaneous wood planking (coverboard) height 2" x width 9" length ranging from 1'0" to 20'0 and also miscellaneous scrap ties.

All wood has been treated as per one of the following:

1. Coal tar creosote in accordance with the current AWPA Standard P1, Standard for Coal Tar Creosote for hand and fresh water use.
2. Creosote coal tar solution in accordance with the current AWPA Standard P2, Standard for Creosote and Solutions, Grade A.
3. Creosote petroleum solution in accordance with the current AWPA Standard C6.

PART III PRICING SHEETS

Entry of Charges

- a. The prices quoted shall be written in black ink figures where required in the spaces provided on the Contractor's Price Sheets attached hereto and made a part hereof.
- b. All Bidders are asked to make sure that all charges quoted for similar operations in the Contract are consistent.
- c. All Bidders are asked to make sure that all figures are inserted as required and that all computations made here have been verified for accuracy. The Bidder is advised that PATH may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event errors in computation are made by the Bidder, PATH reserves the right to recompute any and all amounts set forth by the Bidder in accordance with the figures submitted by the Bidder and to correct the "Charge Per Pound" and the "Estimated Annual Price" as the case may be as well as the "Three Year Total Estimated Contract Price". In the event there is a discrepancy between any "Charge Per Pound", "Estimated Annual" and/or the "Three Year Total Estimated Contract Price", the "Charge Per Pound", shall be controlling and binding upon the Bidder and in the event any "Charge Per Pound" has been omitted and the "Estimated Annual Price" pertaining thereto has been inserted, PATH will have the right to make the appropriate calculations and insert the computed amount based on the "Estimated Annual Price".

PURCHASING

CONTRACTOR'S PRICE SHEET

2004 JUN 22 PM 12: 36

<u>Item No.</u>	<u>Estimated Three Year Quantities</u>	<u>Items of Work</u>	<u>Charge Per Pound</u>	<u>Estimated Annual Price</u>
1	2,500,000 Pounds	Provide all things necessary for the loading, Transportation and Incineration of Creosote Treated Ties	\$ <u>.025</u> / lb Per Pound	\$ <u>62,500</u>
2	150,000 Pounds	Provide all things necessary for the loading, Transportation and Incineration of miscellaneous Treated Wood.	\$ <u>.063</u> / lb Per Pound	\$ <u>9,450</u>
TOTAL THREE YEAR TOTAL ESTIMATED CONTRACT PRICE				\$ <u>71,950</u>

MY FIRM WAS CERTIFIED AS A N/A ON _____
(MBE/SBE) (DATE)

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

PATH - shall mean the Port Authority Trans-Hudson Corporation.

Contract, Document or Agreement - shall mean the "STANDARD BIDDER INFORMATION AND SIGNATURE SHEETS," "CONTRACT SPECIFIC INFORMATION FOR BIDDERS", "CONTRACT DESCRIPTION, SPECIFICATIONS, AND PRICING SHEETS", "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.

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.

Superintendent - shall mean the Superintendent of the PATH Division responsible for operating the said Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

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

General Superintendent - shall mean the General Superintendent of PATH for the time being or his successor in duties, acting personally or through his authorized representative for the purpose of this Contract.

Assistant General Superintendent - Maintenance shall mean the Assistant General Superintendent, Maintenance, of PATH for the time being or his successor in duties, acting personally or through his authorized representative for the purpose of this Contract.

Vice President and General Manager - shall mean the 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.

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 PATH) 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 Rules and Regulations of PATH shall be available for review by the Contractor at the Office of the General Superintendent 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 its Proposal 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 the 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 Proposals 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 the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to PATH (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 the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, 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 PATH 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 his 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 Port Authority and the public as may be directed by the 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 PATH 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, 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 Authority on behalf of PATH (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control); then upon the occurrence of

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

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract PATH upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by PATH of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by PATH shall be deemed to be a waiver of the right of PATH to terminate this Contract or of any other right or remedies to which PATH may be entitled because of any breach thereof. No waiver by PATH of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by PATH of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract PATH may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by

PATH of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by PATH of an election of remedies 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 Authority and the Contractor (including its obligation to PATH or the 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 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 Authority and the Contractor is made against PATH or the Authority or (3) any subcontractor under this Contract or any other agreement between PATH or the 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 Authority and the Contractor or if in the opinion of PATH any of the aforesaid contingencies is likely to arise, then PATH 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 therefor. 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 PATH 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 in effect in accordance with 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 records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder 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 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 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 Superintendent or the Facility Superintendent may from time to time require, and the Contractor 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 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 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.
- e. 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.
- f. 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.
- g. 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. 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 PATH 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 PATH 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 Counsel to 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 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 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 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.
- 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 appropriate Superintendent of PATH and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority or 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 the Port Authority and 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 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 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 Facility 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 the Port Authority 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 its services hereunder. Inclusion of materials or supplies on the Port Authority/PATH Approved Products List constitutes approval. The list may be revised from time to time and at any time by the Port Authority/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Engineering Services Division of the Engineering Department.

At anytime during the bid, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List, which product(s) shall be subject to review and approval by the Port Authority/PATH. Any alternate product so approved by the Port Authority/PATH may be used by the Contractor in performing its services hereunder. Until such approval is given, only products on the Approved Products List may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks and copyrights, collectively hereinafter referred to as the "Intellectual Property Rights" in the performance of the work shall be obtained by the Contractor without separate or additional compensation. 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 PATH's use, in accordance with the immediately preceding statement, of any protected Intellectual Property Rights. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If PATH 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, 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 PATH with said injunction, to the satisfaction of PATH.

31A. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Superintendent 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. The Contractor shall conform to the procedures as may be established by the Superintendent 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 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 during the term of the Contract.

31B. 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 PATH 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.

32. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this proposed 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.

33. 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 PATH facility requiring issuance of an OSHA permit, the Contractor shall contact the Superintendent 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.

34. 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.

35. 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 PATH. 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.

36. 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 or is in any way undesirable.

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 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.

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 or any extension of such period 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.

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 PATH 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 PATH, 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 or PATH 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 right 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 in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said services is determined by the Director to

be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's services not be performed by the Contractor, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that 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.



KOPPERS IND, INC
 436 7TH AVENUE
 PITTSBURGH PA 15219

CONTRACT	
Contract Number/Date	4600005275 / 06/23/2004
Contact person/Telephone	Maryellen Bennett/212-435-3915
Our fax number	212-435-3959

Your vendor number with us
 121967

Please deliver to:
 PATH
 Consolidated Maintenance Shop
 Academy Street
 Jersey City NJ 07302

Valid from: 08/10/2004
 Valid to: 08/09/2007

Item	Material	Unit	Description	Price per unit	Net value
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Delivery terms: FOB Delivery Point, Freight Incl.
 Payment terms: Net 30 Days

Currency USD

Three year Contract 8/10/04-8/09/07
 Internal files only

00010			Load, transport and incinerate creosote		76,267.00
-------	--	--	---	--	-----------

Load, transport and incinerate creosote treated ties.

Removal and disposal of used railroad timber ties and treated wood in accordance with contract documents entitled:
 "ENVPATHRRR02-DISPOSAL OF CREOSOTE RR TIES AND WOOD AT PATH" to include the following bid items.

Invoices for payment must be sent to:

PATH Corporation
 Jim Marrone
 One PATH Plaza, 9th Fl.
 Jersey City, New Jersey 07306



KOPPERS IND, INC
436 7TH AVENUE
PITTSBURGH PA 15219

Contract Number/Date
4600005275 / 06/23/2004

Page 2 Of 2

Item	Material Quantity	Unit	Description Price per unit	Net value
The item covers the following services:				
10			treated ties 71,950.00	
20			extra work @ 6% 4,317.00	
TOTAL ESTIMATED CONTRACT VALUE			76,267.00	

For Director,
Procurement Department



THE PORT AUTHORITY OF NY & NJ

August 3, 2007

Mr. Gary Ambrose
General Manager
Koppers, Inc.
436 Seventh Avenue
Pittsburg, Pa 15219

RE: DISPOSAL OF CREOSOTE RAILROAD TIES AND WOOD AT PATH
PO #4500037095; CONTRACT # 4600005275; NOTIFICATION OF
CONTRACT EXTENSION

Dear Mr. Ambrose:

Pursuant to the above referenced contract the Port Authority and Koppers, Inc. mutually agree to extend the Contract for an additional 1-month period subject to the same terms and conditions of the original Contract. The charges quoted in the original contract shall remain in effect. The term of this extension shall be August 10, 2007 through September 9, 2007.

The insurance language included in the original contract remains in effect. You shall submit the Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, NY 10003.

For invoicing and administrative purposes, continue to use PO # 4500037095.

If you have any questions concerning this letter, please call me at (212) 435-3915.

Sincerely,

Maryellen Bennett
Procurement Contract Manager
Priority Procurements Division

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.

PO Number/Date

4500037095 / 06/25/2004

Ref: Contract 4600005275

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



PURCHASE ORDER

Vendor No. 121967
KOPPERS IND, INC
436 7TH AVENUE
PITTSBURGH PA 15219
Telephone# 800-526-6424
Fax# 412-227-2778
Your person responsible Gary Ambrose

Our fax number
212-435-3959
Deliver to Address:
PATH
Consolidated Maintenance Shop
Academy Street
Jersey City NJ 07302
Deliver to this address unless a different address is shown below.

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

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	<p>Three year Contract 8/10/04-8/09/07 Internal files only</p> <p>Load, transport and incinerate creosote Load, transport and incinerate creosote treated ties.</p> <p>Removal and disposal of used railroad timber ties and treated wood in accordance with contract documents entitled: "ENVPATHRR02-DISPOSAL OF CREOSOTE RR TIES AND WOOD AT PATH" to include the following bid items.</p> <p>Invoices for payment must be sent to:</p> <p>PATH Corporation Jim Marrone One PATH Plaza, 9th Fl. Jersey City, New Jersey 07306</p>		
	<p>The item covers the following services:</p> <p>base award extra work @ 6%</p> <p>Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone</p>		<p>71,950.00 4,317.00</p>

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

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*

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



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Page 2 Of 3

Vendor No. 121967
 KOPPERS IND, INC
 PITTSBURGH PA 15219

PO Number/Date
 4500037095 / 06/25/2004

Quantity	Description	Unit Price	Total
	Maryellen Bennett/212-435-3915		

Total Delivered Price In USD

76,267.00

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

**For Director,
 Procurement Department**

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "or equal" is added to a brand name specification, the PA will accept no substitution to the product specified.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

**PORT AUTHORITY
TRANS-HUDSON CORPORATION**

A SUBSIDIARY OF THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

ONE PATH PLAZA
JERSEY CITY, NJ 07306-2905

(800) 234-7284

October 13, 2004

Koppers Inc.
Mr. Gary Ambrose
General Manager- Commercial Sales
436 Seventh Avenue
Pittsburgh, PA 15219

Dear Mr. Ambrose:

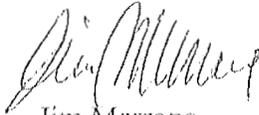
SUB: Invoice Nos. 0895-0909-F and 0895-0939-F
REF: Contract No. 46000005275; PO No. 4500037095

We are returning your Invoice Nos. 0895-0909-F and 0895-0939-F dated September 23, 2004 and September 30, 2004 respectively, due to incorrect pricing applied for disposal of used ties from our property. These invoices have applied your bid price for used "Treated Wood" disposal, Bid Item II instead of your bid price for used "Treated Ties" disposal, Bid Item I.

For "Treated Tie" disposal, the contract (Page C-10) specifies that tie lengths can range from 2' 6" long to 23' 0" long. This material is to be paid under Bid Item I of the contract. We will treat any tie, or piece, shorter than 2' 6" as miscellaneous "Treated Wood" and/or miscellaneous scrap ties payable under Bid Item II of the contract.

Please adjust the unit pricing on these invoices to reflect the correct bid price for this type of work and forward to our office at your earliest convenience for our processing and payment.

Very truly yours,



Jim Marrone
Contract Administrator
Way & Structures Division

JM/kal
Attachment
cc: M. Bennett, F. B. Steets

Invoice



Koppers Inc.
436 Seventh Avenue
Pittsburgh, Pa. 15219-1800

Important
Make checks payable to Koppers Inc. and mail to:

P. O. BOX 73438
CLEVELAND OH

44193-0000

758-41476 S 000

INVOICE NUMBER	INVOICE DATE	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER CONTRACT - REQUISITION NUMBER
0895-0939-F	9/30/04	NONE	NONE

SOLD TO:

THE PORT AUTHORITY OF NY&NJ
1 PATH PLAZA, 9TH FLOOR

JERSEY CITY NJ 07306

SHIP TO:

PORT AUTHORITY OF NY & NJ
1 PATH PLAZA, 9TH FLOOR

MUNCY PA 17756

SHIPPED FROM	DATE SHIPPED	DELIVERY TICKET - B/L NO.	ROUTING
MONTGOMERY PA	9/30/04	28814	28840, 28841, 28869
TITLE PASSES F.O.B. SHIPPING POINT	FREIGHT TERMS		FREIGHT BASIS
	FRT ALLOWED DEST		COLLECT
PAYMENT TERMS	CAR OR VEHICLE INITIALS AND NUMBER		
NET 30 DAYS	CUSTOMER ARRANGED		

MATERIAL DESCRIPTION	PRICE	UNIT	QUANTITY SHIPPED	AMOUNT
"THIS IS TO CERTIFY THAT THE FOLLOWING KOP USED WOOD MATERIAL HAS BEEN RECYCLED TO ENERGY."				
DEBRIS 61.95 TONS	125.00	TN	6195	7743.75
SUBTOTAL			6195	7743.75

YOU MAY ALSO WIRE FUNDS TO NATIONAL CITY BANK
A/C [REDACTED] ABA# [REDACTED]

IF THERE IS A PROBLEM WITH THIS INVOICE
OR UNDERLYING SHIPMENT, PLEASE CALL MARTIN
SMREK AT 1-800-522-4929 AND PRESS # 6.

The current Material Safety Data Sheet(s) for Koppers, Inc. products are available on the Internet at www.koppers.com. If Internet access is not available, please dial toll free 1-866-852-5239 and request the MSDS you need.

TOTAL 7743.75

Seller represents that the goods or services covered by this invoice have been produced or rendered in full compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(A).

Seller warrants that all goods or services furnished or supplied under this order were produced in full compliance with the Civil Rights Act of 1964, Executive Order 11246, and related Regulations as the same may have been amended.

KOP-F-1004

ORIGINAL INVOICE

Invoice



Koppers Inc.
436 Seventh Avenue
Pittsburgh, Pa. 15210-1800

Important:
Make checks payable to Koppers Inc. and mail to:

P. O. BOX 73438
CLEVELAND OH

44193-0000

758-41476 S 000

INVOICE NUMBER 0895-0909-F	INVOICE DATE 9/23/04	CUSTOMER PURCHASE ORDER NUMBER NONE	CUSTOMER CONTRACT - REQUISITION NUMBER NONE
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SOLD TO:

THE PORT AUTHORITY OF NY&NJ
1 PATH PLAZA, 9TH FLOOR

JERSEY CITY NJ 07306

SHIP TO:

PORT AUTHORITY OF NY & NJ
1 PATH PLAZA, 9TH FLOOR

MUNCY PA 17756

SHIPPED FROM MONTGOMERY PA	DATE SHIPPED 9/23/04	DELIVERY TICKET - B/L NO. 6181	ROUTING 28790
TITLE PASSES F.O.B. SHIPPING POINT	FREIGHT TERMS FRT ALLOWED DEST		FREIGHT BASIS PREPAID
PAYMENT TERMS NET 30 DAYS	CAR OR VEHICLE INITIALS AND NUMBER WOOLEVER BROS		

MATERIAL DESCRIPTION	PRICE	UNIT	QUANTITY SHIPPED	AMOUNT
"THIS IS TO CERTIFY THAT THE FOLLOWING KOP USED WOOD MATERIAL HAS BEEN RECYCLED TO ENERGY." 9/21/04 17.22 TONS DEBRIS	125.00	TN	1722	2152.50
SUBTOTAL			1722	2152.50

YOU MAY ALSO WIRE FUNDS TO NATIONAL CITY BANK
A/C [REDACTED] ABA# [REDACTED]

IF THERE IS A PROBLEM WITH THIS INVOICE
OR UNDERLYING SHIPMENT, PLEASE CALL MARTIN
SMREK AT 1-800-522-4929 AND PRESS # 6.

The current Material Safety Data Sheet(s) for Koppers, Inc. products are available on the Internet at www.koppers.com . If Internet access is not available, please dial toll free 1-800-852-5239 and request the MSDSs you need.	TOTAL	2152.50
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Seller represents that the goods or services covered by this invoice have been produced or rendered in full compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(A).
KOP-F-1004

Seller warrants that all goods or services furnished or supplied under this order were produced in full compliance with the Civil Rights Act of 1964, Executive Order 11246, and related Regulations as the same may have been amended.

ORIGINAL INVOICE

Bennett, Maryellen A.

From: Somerwitz, Herbert
Sent: Friday, June 25, 2004 12:01 PM
To: Bennett, Maryellen A.
Subject: RE: Creosote RR ties

Let it go. Waive the requirement.

Herbert S. Somerwitz
Chief, Contracts Division
The Port Authority of New York and New Jersey
225 Park Avenue South, 14th floor
New York, NY 10003
(212) 435-3522

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. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail (and any attachments) is strictly prohibited. If you received this e-mail in error, please notify me immediately, permanently delete this e-mail (along with any attachments) and destroy any printouts.

-----Original Message-----

From: Bennett, Maryellen A.
Sent: Friday, June 25, 2004 11:43 AM
To: Somerwitz, Herbert
Subject: FW: Creosote RR ties

Hi Herb,

On page A-5 of our boilerplate bid document it asks the vendor to supply the name and residence of their principals. Koppers does not want to submit addresses. He references his "contract" dept saying corporations are exempt. See email below. Do I force the issue. He has sent me Corporate information listing the names of the principals and the corporate headquarters address . (contract is for disposal of creosote rr ties)

-----Original Message-----

From: Ambrose Gary [mailto:AmbroseGF@koppers.com]
Sent: Friday, June 25, 2004 11:10 AM
To: Bennett, Maryellen A.
Subject: RE: Creosote RR ties

I asked our contract department about the requirement on page A-5 and their response was that Koppers is a corporation and therefore has no principals. Can you tell me what the reasoning is behind the request and I can get my boss to have contracts give their approval.

Below are Koppers permit numbers:

- * Title V Operating Permit #TVOP 41-0002 Air
- * NPDES Permit Number #0113476 Water
- * Operating Permit #41-0008 Incinerator

-----Original Message-----

From: Bennett, Maryellen A. [mailto:mbennett@panynj.gov]
Sent: Friday, June 25, 2004 9:52 AM
To: Ambrose Gary
Subject: Creosote RR ties

Hi, good morning . I received the material you sent however I cant't use that. I need the names and residence of the principals.

Also on page C-9, section 2, the contract asks you to submit proof of licensing of the incinerator.

My fax is 212-435-3959



Koppers Inc.
Railroad Products and Services
436 Seventh Avenue
Pittsburgh, PA 15219-1800
Tel: 412-227-2001
www.koppers.com

May 29 2003

Tony Glennon
T. J. Glenon Inc.
24 Howard Street
Piscataway, NJ 08854

Fax No.: 732-424-1107

Subject: Permit Letter

Dear Tony:

This letter is to certify that Koppers Inc. Susquehanna plant is a fully permitted cogeneration facility.

Title V Operating Permit #TVOP 41-0002
PDES Permit Number #0113476
Operating Permit #41-0008

Koppers Inc. offers a full environmental indemnification on the handling of your treated wood material. As North America's largest wood treating organization, it is very important to us that used wood materials are recycled in a responsible manner. We provide a safe, reliable recycling to energy program backed by our guarantee of proper disposition.

After the material is received, you can request a letter of destruction.

If you have any questions, don't hesitate to contact me at 412-227-2366.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Surgot".

Barbara Surgot

Post-it® Fax Note		Date	# of Pages
To	MARY ELLEN		
Co./Dept		From	GARY ANDERSON
Phone #		Co.	
Fax #		Phone #	
		Fax #	



Koppers Inc.
 436 Seventh Avenue
 Pittsburgh, PA 15219-1800
 412.227.2001
www.koppers.com

Facts

Koppers is an international company and a leading integrated producer of chemicals, carbon compounds and treated wood products for the aluminum, steel, chemical, plastics, railroad and utility industries.

Corporate Headquarters: Pittsburgh, Pa.

Locations: 39 worldwide – 22 U.S., 13 South Pacific (Australia and New Zealand), 3 England, 1 Denmark

Employees: 2,155

Chief Executive: Walter W. Turner

Products: Carbon Materials & Chemicals
 Carbon pitch, carbon black, creosote, phthalic anhydride, refined tars, specialty chemicals and commercial grade roofing products.

Railroad, Utility Poles and Piling Products
 Pressure-treated wood products and services to the railroad industry, utility poles to the communications and power industries and treated wood materials for commercial construction.

Worldwide Sales: \$730.3 million for 2002, up from \$707.6 million in 2001.

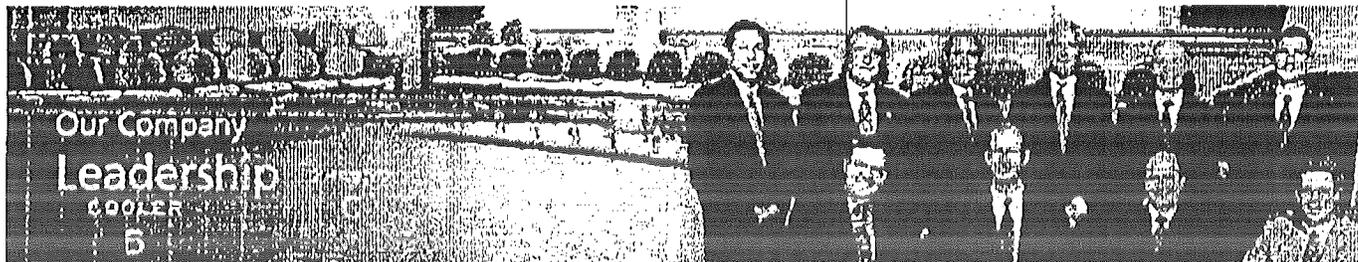
At A Glance

Koppers is the world's largest distiller of coal tar, a byproduct of the transformation of coal into coke.

Koppers carbon materials and chemicals are essential to the making of tires, aluminum and steel. They increase the durability of utility poles, bridge coatings, raincoats and paint. Koppers is the world's largest producer of treated wood products. Treated wood creates more durable structures that resist decay, thus increasing safety, reducing replacement costs and preserving valuable forests.

Koppers is the largest provider of railroad track crossties and is a leading producer of creosote treated wood poles for electric and communication industries.


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Koppers senior management team is responsible for business operations around the globe. Many of them have been a part of Koppers since Koppers Industries was established in 1988. Koppers management exemplifies quality leadership by maintaining high levels of integrity, competence, confidence, compassion and awareness.

Koppers managers at every level contribute to where Koppers is headed as a company. They are also keenly aware of where their employees are headed, individually and collectively; and guide them to how they can best use their talents in helping Koppers achieve its objectives.

Looking Back?

See the heritage section for early leadership information.

Senior Management

- Walter W. Turner
President and Chief Executive Officer
- Brian H. McCurrie
Vice President and Chief Financial Officer
- David T. Bryce
Vice President and General Manager, Utility Poles & Piling
- Ernest S. Bryon
Vice President, Australasian Operations
- Randall D. Collins
Vice President, Safety Health & Environmental Affairs
- Kevin J. Fitzgerald
Vice President and General Manager, Carbon Materials & Chemicals, North American Operations
- Steven R. Lacy
Senior Vice President, Administration, General Counsel and Secretary
- Thomas D. Loadman
Vice President and General Manager, Railroad Products & Services
- Mark McCormack
Vice President and General Manager, Global Marketing, Sales and Development
- David Whittle
Vice President and General Manager, Carbon Materials & Chemicals, European Operations
- Robert H. Wombles
Vice President, Technology
- M. Claire Schaming
Treasurer

Board of Directors

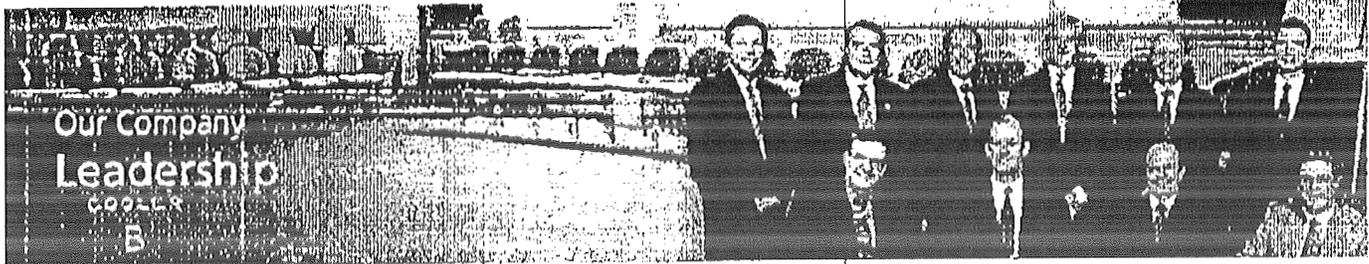
- Robert Cizik
Chairman of the Board
- Walter W. Turner
- Clayton A. Sweeney
- Christian L. Oberbeck
- David M. Hillenbrand



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Walter W. Turner
 President & Chief Executive Officer



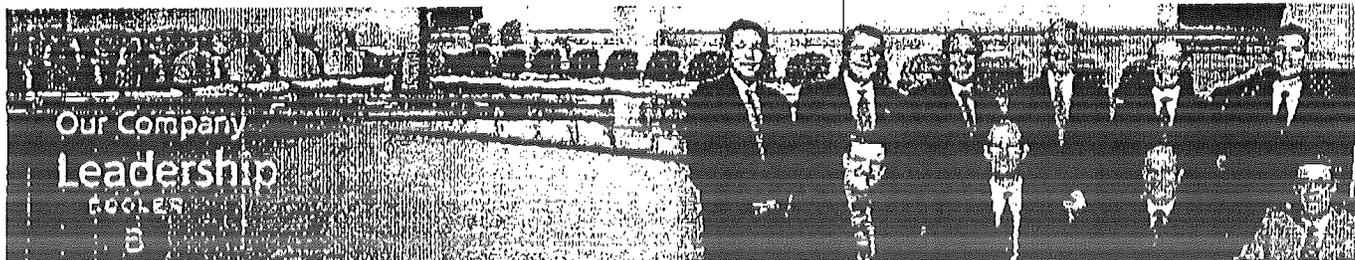
Walt Turner was appointed President and Chief Executive Officer of Koppers Inc., in February 1998. He joined Koppers Company in 1969. In 1992, he was elected Vice President and Manager, Marketing and Development for Industrial Pitches and Related Products. In 1995, he was elected Vice President and General Manager of the Carbon Materials and Chemicals Division. He is a graduate of Glenville State College with a bachelor's degree in Business Administration and also attended the Amos Tuck School of Business Administration at Dartmouth College.



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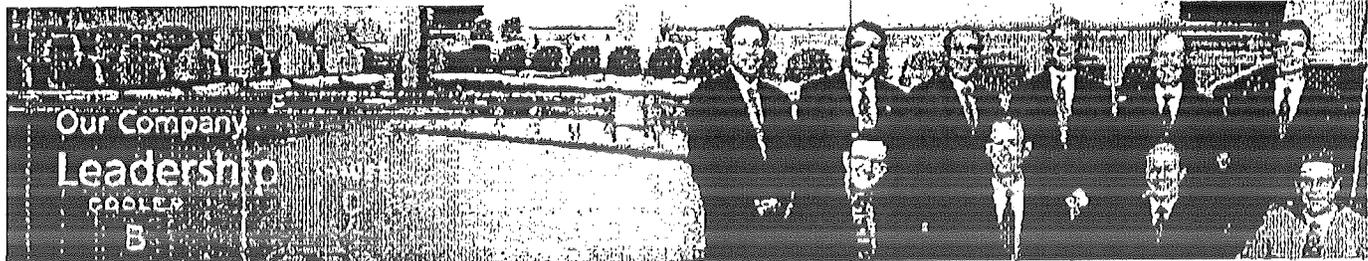
Brian H. McCurrie
Vice President and Chief Financial Officer



Brian McCurrie joined Koppers In October 2003 as Vice President and Chief Financial Officer. Prior to joining Koppers he spent 11 years at Union Switch & Signal Inc., a systems and product supplier to the global rail transportation market, where most recently he was Chief Financial Officer, Vice President of Finance & Administration. Previously he spent nine years in the audit practice with Price Waterhouse. He is a graduate of the University of Notre Dame and a Certified Public Accountant.



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Randall D. Collins

Vice President, Safety Health & Environmental Affairs



Randall D. Collins is Vice President, Safety Health & Environmental Affairs and Risk Management. He also serves as the company's Corporate Compliance Officer overseeing the compliance assurance system and the Code of Conduct and Ethics. He sits on the Board and Executive Committees of the American Wood Preservers Institute and the Coal Chemicals Sector of the European Chemistry Counsel. He is a member of the American Society of Corporate Secretaries, Risk and Insurance Managers Society, American Wood Preservers Association, and represents the company's interest in the National Association of Manufacturers. Mr. Collins' Koppers career began in 1974 and he has held a variety of both line and staff positions throughout this period. He is a graduate of The Ohio State University, with a Bachelor's degree in Business Administration and Wood Science and completed the Executive Development Program at the University of Tennessee.



Koppers is an International company and a leading integrated producer of chemicals, carbon compounds, and treated wood products for the aluminum, steel, chemical, plastics, railroad and utility industries.

Koppers is the world's largest distiller of coal tar, a by-product of the transformation of coal into coke. Koppers distills coal tar to produce carbon pitch, refined tar, roofing pitch, creosote, carbon black and chemical oils. The chemical oils resulting from distillation are used to produce phthalic anhydride (PAA) and naphthalene.

Koppers carbon materials and chemicals are essential to the production of aluminum, steel, plastics, resins, treated wood and rubber products. They also increase the durability of many products including railroad ties, utility and transmission poles and marine pilings.

Koppers is also the world's largest producer of treated wood products. Treated wood creates more durable structures that resist decay, increasing safety, reducing replacement costs and preserving valuable forests.

Koppers has been serving the railroad industry with treated wood railroad ties and railroad crossing panels products for 75 years. We are the largest provider of railroad track crossties and are known for our pre-plated crossties. We are also a leading producer of creosote treated wood poles for the electric and communications industries, along with treated wood for heavy-duty construction.

Businesses

Koppers businesses provide two primary categories of products:

1. Carbon Materials & Chemicals, including carbon pitch, carbon black, creosote, phthalic anhydride, refined tars, specialty chemicals, specialty pitches and commercial grade roofing products. Koppers carbon materials and chemicals are essential to the production of rubber products, aluminum and steel. They increase the durability of many products including utility poles, railroad crossties and marine pilings.
2. Railroad Products and Services and Utility Poles and Piling, including pressure treated wood ties and services to the railroad industry, utility poles and piling to the communications and electric industries and treated wood materials for commercial construction.

Current Sales

Sales for the 2003 were \$842.9 million, compared to sales of \$776.5 million in 2002. [View our Latest Financial Report.](#)

Employees and Locations

- Approximately 2,155 employees at 39 locations
- 12 facilities in Carbon Materials & Chemicals
- 27 in Railroad Products & Services and Utility Poles & Piling

Our Position on Safety, Health & Environment

Safety, Health and Environmental management is continuously improved through planning, active employee involvement, and performance audits. Koppers strives to attain the highest levels of environmental compliance, safe work practices and employee health.

Established 1988

The current company, Koppers Inc., was created as Koppers Industries, Inc. in October 1988 when certain assets of Koppers Company, Inc. were acquired from Beazer East in a management-led leveraged buyout that closed on December 29, 1988. The company's stock is owned by a large number of employee investors and by majority equity owner Saratoga Partners of New York, N.Y. The company changed its name to Koppers Inc. in 2003.

KOPPERS

Page 2 of 2

Koppers Inc.
Corporate Headquarters
436 Seventh Avenue
Pittsburgh, PA 15219-1800
412-227-2001
www.koppers.com

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Vendor:			Koppers, Inc.						
Purchase Order Number:			4500037095			Contract No. 4600005275			
Vendor ID No.:			121967			Buyer: Maryellen Bennett			
Tracking Number:			TK 08-04						
Contract Expiration:			8/9/2007						
Contract Amount:			\$ 71,950.00						
Invoice Date	Invoice No.	Invoice Amount	Item Billed	To Acct. Payables	Pickup Date	Service Entry	Billed To Date	Remaining Balance	
08/24/04	08950776F	\$ 1,147.00	22.94 Tn. Ties	09/02/04		8000403281	\$1,147.00	\$70,803.00	
08/24/04	08950777F	\$ 256.00	5.12 Tn. Ties	09/08/04		8000403591	\$1,403.00	\$70,547.00	
09/23/04	08950909F	\$ 861.00	17.22 Tn. Ties	12/14/04		8000417079	\$2,264.00	\$69,686.00	
09/30/04	08950939F	\$ 3,097.50	61.95 Tn. Ties	12/14/04		8000417084	\$5,361.50	\$66,588.50	
04/15/05	08950228G	\$ 1,621.00	47.94 Tn. Ties	04/26/05		8000435046	\$6,982.50	\$64,967.50	
06/30/05	08950426G	\$ 827.50	16.55 Tn. Ties	07/13/05		8000445009	\$7,810.00	\$64,140.00	
07/21/05	08950453G	\$ 4,661.25	37.29 Tn. Debris	08/05/05		8000448373	\$12,471.25	\$59,478.75	
09/28/05	08950601G	\$ 731.25	5.85 Tn. Debris	10/12/05		8000456800	\$13,202.50	\$58,747.50	
09/28/05	08950602G	\$ 3,588.00	33.60 Tn. Debris	10/12/05		8000456800	\$16,790.50	\$55,159.50	
09/28/05	08950599G	\$ 1,793.75	14.35 Tn. Debris	10/12/05		8000456800	\$18,584.25	\$53,365.75	
09/28/05	08950603G	\$ 1,621.00	32.42 Tn. Ties	10/12/05		8000456800	\$20,205.25	\$51,744.75	
09/28/05	08950600G	\$ 3,341.75	36.73 Tn.	10/12/05		8000456800	\$23,547.00	\$48,403.00	
09/28/05	89550172	\$ (4,661.25)	Credit	10/12/05		8000456800	\$18,885.75	\$53,064.25	
11/30/05	8950724G	\$ 2,596.00	36.11 Tn.	12/08/05		8000464147	\$21,481.75	\$50,468.25	
01/24/06	08950049H	\$ 4,725.50	56.71 Tn.	02/10/06		8000472194	\$26,207.25	\$45,742.75	
05/12/06	08950300H	\$ 2,388.00	26.64 Tn.	05/23/06		8000484413	\$28,595.25	\$43,354.75	
07/14/06	08950415H	\$ 1,147.50	22.95 Tn. Ties	07/21/06		8000490688	\$29,742.75	\$42,207.25	
07/20/06	08950432X	\$ 7,949.75	73.45 Tn.	08/29/06		8000495202	\$37,692.50	\$34,257.50	
12/14/06	08950726H	\$ 2,761.25	22.09 Tn. Debris	12/20/06	11/08/06	8000508277	\$40,453.75	\$31,496.25	
12/14/06	08950728H	\$ 1,670.00	33.40 Tn. Ties	12/20/06	11/08/06	8000508276	\$42,123.75	\$29,826.25	
12/14/06	08950730H	\$ 1,352.50	10.82 Tn. Debris	12/20/06	11/15/06	8000508273	\$43,476.25	\$28,473.75	
12/14/06	08950731H	\$ 912.50	18.25 Tn. Ties	12/20/06	11/15/06	8000508272	\$44,388.75	\$27,561.25	
12/14/06	08950729H	\$ 843.50	16.87 Tn. Ties	12/20/06	11/22/06	8000508274	\$45,232.25	\$26,717.75	
12/14/06	08950727H	\$ 3,093.75	24.75 Tn. Debris	12/20/06	11/22/06	8000508275	\$48,326.00	\$23,624.00	
02/27/07	08950090 I	\$ 3,527.50	28.22 Tn. Debris	04/03/07	11/29/06	8000520850	\$51,853.50	\$20,096.50	
02/27/07	08950090 I	\$ 765.50	15.31 Tn. Ties	04/03/07	11/29/06	8000520850	\$52,619.00	\$19,331.00	
03/20/07	08950138 I	\$ 1,303.75	10.43 Tn. Debris	04/03/07	01/31/07	8000520852	\$53,922.75	\$18,027.25	
03/20/07	08950136 I	\$ 1,181.50	23.63 Tn. Ties	04/03/07	01/31/07	8000520849	\$55,104.25	\$16,845.75	
03/20/07	08950137 I	\$ 921.00	18.42 Tn. Ties	04/03/07	01/31/07	8000520851	\$56,025.25	\$15,924.75	
04/27/07	08950224 I	\$ 1,985.00	15.88 Tn. Debris	06/11/07	04/04/07	8000531622	\$58,010.25	\$13,939.75	
06/26/07	08950313 I	\$ 3,483.00	38.55 Tn.	07/16/07	06/13/07	8000536938	\$62,398.25	\$10,456.75	
04/27/07	08950223 I	\$ 905.00	18.10 Tn. Ties	07/19/07	04/04/07	8000537523	\$58,915.25	\$9,551.75	

(**) Indicates withholding tax and/or cash discount taken.

Note that Invoice amount column is the gross amount excluding withholding tax or cash discount.

Document Date	Check No.	Payment Dt	Invoice Doc	Ref Doc	Invoice Amt (**)	PO Number	CoCd	EA	Account No.	Cost Ctr	Internal Ord	WBS Element
Vendor : 121967 KOPPERS, INC.												
01/24/2006	129491	02/23/2006	5200438773	0895-0049-H	4,725.50	4500037095	2000	X	512191	565R02		
02/27/2007	134711	04/11/2007	5200542485	0895-0090-I	4,293.00	4500037095	2000	X	512191	565R02		
03/20/2007	134860	04/19/2007	5200542486	0895-0136-I	1,181.50	4500037095	2000	X	512191	565R02		
03/20/2007	134860	04/19/2007	5200542863	0895-0137-I	921.00	4500037095	2000	X	512191	565R02		
03/20/2007	134860	04/19/2007	5200542488	0895-0138-I	1,303.75	4500037095	2000	X	512191	565R02		
04/27/2007	136030	07/20/2007	5200566066	0895-0223-I	905.00	4500037095	2000	X	512191	565R02		
04/27/2007	135547	06/12/2007	5200557049	0895-0224-I	1,985.00	4500037095	2000	X	512191	565R02		
04/15/2005	125734	05/13/2005	5200367260	0895-0228-G	1,621.00	4500037095	2000	X	512191	565R02		
05/12/2006	131006	06/09/2006	5200465045	0895-0300-H	2,388.00	4500037095	2000	X	512191	565R02		
06/26/2007	136089	07/26/2007	5200565561	0895-0313-I	3,483.75	4500037095	2000	X	512191	565R02		
07/14/2006	131715	08/11/2006	5200478909	0895-0415-H	1,147.50	4500037095	2000	X	512191	565R02		
06/30/2005	126817	07/29/2005	5200385493	0895-0426-G	827.50	4500037095	2000	X	512191	565R02		
07/20/2006	132394	10/02/2006	5200490604	0895-0432-X	7,949.75	4500037095	2000	X	512191	565R02		
07/21/2005	127101	08/19/2005	5200391106	0895-0453-G	4,661.25	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407744	0895-0599-G	1,793.75	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407752	0895-0600-G	3,341.75	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407745	0895-0601-G	731.25	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407747	0895-0602-G	3,588.00	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407750	0895-0603-G	1,621.00	4500037095	2000	X	512191	565R02		
11/30/2005	128692	12/30/2005	5200422550	0895-0724-G	2,596.00	4500037095	2000	X	512191	565R02		
12/14/2006	133668	01/12/2007	5200516907	0895-0726-H	2,761.25	4500037095	2000	X	512191	565R02		
12/14/2006	133668	01/12/2007	5200516911	0895-0727-H	3,093.75	4500037095	2000	X	512191	565R02		
12/14/2006	133668	01/12/2007	5200516909	0895-0728-H	1,670.00	4500037095	2000	X	512191	565R02		
12/14/2006	133668	01/12/2007	5200516912	0895-0729-H	843.50	4500037095	2000	X	512191	565R02		

(**) Indicates withholding tax and/or cash discount taken.

Note that Invoice amount column is the gross amount excluding withholding tax or cash discount.

Document Date	Check No.	Payment Dt	Invoice Doc	Ref Doc	Invoice Amt (**)	PO Number	CoCd	BA	Account No.	Cost Ctr	Internal Ord	WBS Element
12/14/2006	133668	01/12/2007	5200516945	0895-0730-H	1,352.50	4500037095	2000	X	512191	565R02		
12/14/2006	133668	01/12/2007	5200516943	0895-0731-H	912.50	4500037095	2000	X	512191	565R02		
08/24/2004	122298	09/23/2004	5200304191	0895-0776-F	1,147.00	4500037095	2000	X	512191	565R02		
08/24/2004	122298	09/23/2004	5200304818	0895-0777-F	256.00	4500037095	2000	X	512191	565R02		
09/23/2004	123542	12/15/2004	5200329819	0895-0909-F	861.00	4500037095	2000	X	512191	565R02		
09/30/2004	123542	12/15/2004	5200329820	0895-0939-F	3,097.50	4500037095	2000	X	512191	565R02		
09/28/2005	127903	10/28/2005	5200407717	0895-5017-2	4,661.25-	4500037095	2000	X	512191	565R02		
Sub Total :					62,399.00							
Grand Total:					62,399.00							