

Torres Rojas, Genara

0-234174

**From:** kevin.okeeffe@gshgroup.com  
**Sent:** Tuesday, May 07, 2013 2:38 PM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree  
**Subject:** Freedom of Information Online Request Form

**Information:**

First Name: KEVIN  
Last Name: OKEEFFE  
Company: GSH Group, Inc.  
Mailing Address 1: PO BOX 103  
Mailing Address 2:  
City: PINE BROOK  
State: NJ  
Zip Code: 07058  
Email Address: [kevin.okeeffe@gshgroup.com](mailto:kevin.okeeffe@gshgroup.com)  
Phone: 973-227-5515  
Required copies of the records: Yes

List of specific record(s):  
Please provide a copy of all contract documents and pricing documents regarding reference number 4600009280 WTC OM- 1yr Crown Energy Services Inc., DBA Able Engineering Services

**THE PORT AUTHORITY OF NY & NJ**

*FOI Administrator*

July 19, 2013

Mr. Kevin Okeeffe  
GSH Group, Inc.  
P.O. Box 103  
Pine Brook, NJ 07058

Re: Freedom of Information Reference No. 13974

Dear Mr. Okeeffe:

This is a response to your May 7, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of all contract documents and pricing documents regarding reference number 4600009280 WTC OM - 1 year Crown Energy Services Inc., DBA Able Engineering Services.

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/13974-C.pdf>.

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

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

Very truly yours,



Ann L. Qureshi  
FOI Administrator

**THE PORT AUTHORITY OF NY & NJ**

**VIA MAIL AND EMAIL** [pbensi@ableserve.com](mailto:pbensi@ableserve.com)

Lillian D. Valenti  
*Director, Procurement*

November 29, 2012

Mr. Paul Bensi, CEO  
Crown Energy Services, Inc. dba Able Engineering Services  
868 Folsom Street  
San Francisco, CA 94107

**SUBJECT: SITE WIDE OPERATIONS AND MAINTENANCE SERVICES  
AT THE WORLD TRADE CENTER SITE; CONTRACT  
#4600009280; PURCHASE ORDER #4500063684 AND PURCHASE  
ORDER #4500063685**

Dear Mr. Bensi:

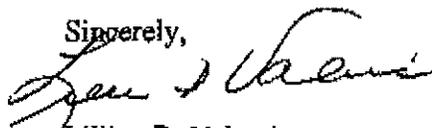
Your bid dated October 5, 2012, addressing the subject Contract has been accepted. The term of this Contract shall be for one (1) year effective December 1, 2012 through November 30, 2013, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12<sup>th</sup> Floor, New York, NY 10003. This certificate must also be annotated with Contract number 4600009280 and CIT's tracking number 3965.

For invoice and correspondence purposes, Purchase Order # 4500063684 has been assigned to this Contract for the WTC site and Purchase Order # 4500063685 has been assigned to this Contract for the Central Chiller Plant (CCP) and River Water Pump Station (RWPS).

Your facility contact for the WTC site is Mr. Joseph Schwed who can be reached at 212-435-5515. Your facility contact for the CCP and RWPS is Mr. David Bobbitt who can be reached at 212-435-5509. If you should have any questions regarding this transaction, please contact Ms. Emily Baxter at 201-395-3421.

Sincerely,



Lillian D. Valenti  
Director  
Procurement Department

cc: J. Rey

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

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**ATTACHMENT A - CONTRACT SPECIFIC INFORMATION**

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

**1. Services Required**

Operations, Maintenance, Cleaning, and Limited Snow Removal Services at the World Trade Center Site including Central Chiller Plant and River Pump Stations.

**2. Location Services Required**

World Trade Center (WTC) Site, New York, NY, as more fully described in the definition of "Facility" in the Specifications.

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

December 1, 2012

**4. Contract Type**

Unit Price and Lump Sum

**5. Duration of Contract**

One (1) Year Contract, expiration on or about November 30, 2013

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

None

**7. Option Periods**

There shall be up to one (1), one (1)-year Option Period.

**8. Extension Period**

Up to 120-Days Extension Applicable

**9. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of actually engaged in providing operations and maintenance services including, mechanical maintenance, electrical maintenance, HVAC, plumbing, carpentry, and other labor related services to commercial and industrial accounts under contract and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other

entities which have actually engaged in providing the above described services during that time period.

- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract without material safety issues.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of \$7,000,000 annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

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

#### **10. Background Qualification Questionnaire (BQQ)**

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission, who will be providing services at the World Trade Center Site. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:

[http://www.panynj.gov/wtcprogress/pdf/PANYNJ\\_OIG\\_WTC\\_BQQP.zip](http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip)

#### **11. Contractor Staff Background Screening**

The Contractor awarded this contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors)

as an out-of-pocket expense. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

## 12. Conflict of Interest

Individual Conflict of Interest: If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict and submit a mitigation plan addressing that conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

In the opinion of the Authority, any Proposer performing construction management, general contracting, design, environmental and/or management services in any capacity for the Authority or other WTC stakeholders/owners responsible for building portions of the WTC site, such as the Lower Manhattan Development Corporation (LMDC), the New York State Department of Transportation (NYSDOT), WTC Net Lessee, has a potential conflict of interest. However, a Proposer who has a business relationship as indicated above, and believes that it can provide a mitigation plan that would address the conflict of interest shall submit such plan for evaluation to the Authority with its Proposal.

It is envisioned and recommended that the following items/concepts be addressed in a proposed mitigation plan where a conflict or the appearance of a conflict of interest may in the future, or does currently exist:

- 1) A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.
- 2) Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.
- 3) Specific plan to maintain proper and independent billing procedure(s) designed to

address the avoidance of double and improper billings.

- 4) Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its roll in preventing fraud, waste, and abuse, and verification of such education/training and individual understanding.
- 5) Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.
- 6) Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable, and business related purpose for overlap in and/or sharing of staff members and/or resources.
- 7) Specific contingency plan addressing a direct or suspected violation of said mitigation plan. All violations must be reported to the Port Authority, including its Inspector General.
- 8) The Contractor shall ensure that any subconsultant/subcontractor must cooperate with the Port Authority's Inspector General and its Integrity Monitor, in auditing the mitigation plan for compliance. This cooperation must include access to all necessary documentation and interviews of employees.

The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Authority's determination regarding any questions of conflict of interest will be final.

As used herein, "Integrity Monitor" shall mean a private firm hired to assist the Office of Inspector General in preventing and detecting fraud. There are two applications for an Integrity Monitor. First, an Integrity Monitor is assigned to prevent or detect fraud on a specific project - for example all Port Authority projects at the World Trade Center site have an integrity monitor. Second, the Port Authority has required contractors with integrity issues to retain at their own cost an Office of Inspector General-approved Integrity Monitor as a condition of being awarded contracts.

### **13. Organizational Conflict of Interest**

- 1) The resultant contract to this solicitation may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the Agreement may, without some form of restriction on future activities, result in an unfair competitive advantage to the Proposer.

- a. The Contractor shall have access to confidential and/or sensitive Authority information in the course of performing this Agreement. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during Agreement performance. The Contractor agrees to protect all such information from disclosure even after Contract expiration or termination unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.
  - b. To the extent that the Contractor either (i) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (ii) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to complete.
- 2) A Proposer, by submitting its proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, agrees not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.
  - 3) If the Authority determines that a Contractor has violated any term of this clause entitled "Organizational Conflict of Interest", the Authority may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Proposer to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority, determining the Proposer ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Proposer's actions under the resultant Contract or violations of this numbered clause, or terminating such contract, in whole or in part.

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## ATTACHMENT B – CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Attachment A, and fully set forth in the Specifications, at the location(s) listed in Attachment A and fully set forth in the Specifications, and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein. The Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications, but which are involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are also required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

### 2. Duration

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

Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

### 3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or to any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract), a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect, or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid

by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

**4. Price Adjustment**

Pricing during the Option Year shall be in accordance with the Pricing for the Option Year as set forth in the Pricing Sheet(s). No other adjustment shall be applicable herein.

**5. Liquidated Damages**

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

- i. If the Contractor fails to have the Resident Manager, or other Supervisors present at the World Trade Center (WTC) Site during the specified hours as determined by the Manager, then the monthly installment payable hereunder shall be reduced by \$750.00 for each day or any part thereof during said month when the Resident Manager is not present.
- ii. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any cellular phones/radios to be provided to any Resident Manager hereunder, then the monthly installment payable hereunder shall be reduced by \$100.00 for each day or any part thereof during said month when any such cellular phones/radios are not so provided and operable.
- iii. If the Contractor's Resident Manager, or any Supervisor, hereunder fails to respond to a cellular phone or radio notice within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by \$100.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hourly period thereafter in which any Site Superintendent or Supervisor fails to respond.
- iv. If any of the Contractor's employees fail to report to work in the authorized uniform, then the monthly installment payable hereunder shall be reduced by \$50.00 per occurrence, for each day, or any part thereof, during said month when any such uniform infraction shall take place.
- v. \$100 for each hour or part thereof that the Contractor fails to have an employee present at the WTC Site fully-equipped, trained and able to perform the assigned duties where the presence of such employee is required in accordance with the terms of this Contract. At the discretion of the Manager, man-days can be accumulated in lieu of assessments of liquidated damages and compensated on an hour-for-hour basis with skilled labor.
- vi. \$200 per occurrence per hour when the Contractor fails to respond within two (2) hours and/or in a satisfactory manner, as determined by the Manager, to a directive, either written or oral, to perform routine or non-routine work or to correct or to assist in the correction of a Facility maintenance condition.
- vii. If the Contractor fails to satisfactorily perform any item of work set forth in the Specifications, then the monthly installment shall be reduced by an amount equal to the total cost of performing that item of routine work as calculated by the Manager. In addition, the Manager shall have the right to continue to assess liquidated damages each month until the work item has been satisfactorily performed.

- viii. The Contractor shall ensure that during the term of this Contract any and all new requirements for State and/or Federal Certifications are obtained in a timely manner. Upon written notice from the Manager the Contractor's employees shall obtain the certification and/or schedule any tests or training necessary for same within thirty (30) calendar days of such notice. Liquidated damages of \$50.00 per day per employee will be assessed against the Contractor for each day or part thereof in which the Contractor's employees have failed to do so. Compensation shall not be paid for time necessary to obtain such certification.
- ix. Inasmuch, as the damage and loss to The Port Authority resulting from the Contractor's failure to provide full staffing for the performance of the services required hereunder or to respond in a timely fashion to written requests to perform required Work includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to The Port Authority shall be liquidated in the following amounts:
  - x. In the event the Contractor fails to provide the minimum required staffing for any shift, damages shall be liquidated at the rate of \$200.00 per hour for each hour or part thereof by which the Contractor's response exceeds the response time required herein.
  - xi. In the event the Contractor fails to begin Extra Work when such work is deemed necessary by the Superintendent damages shall be liquidated at the rate of \$200.00 per hour for each hour or part thereof past the time designated by the General Manager in his directive to begin such work.
  - xii. If the Contractor fails to satisfactorily perform trash removal as set forth in the Specifications, at the frequencies therein stated, then the monthly installment payable hereunder shall be reduced by \$750.00 per occurrence.
  - xiii. If the Contractor fails to submit the reports as required by the Specifications then damages shall be liquidated at the rate of \$200.00 per day for every day the report is not submitted.
  - xiv. The Contractor shall respond to floods as directed by the Manager within one (1) hour of the Manager's request. If the Contractor fails to respond within one (1) hour, then damages shall be liquidated at the rate of \$500.00 per hour or any part thereof.
  - xv. The Contractor shall respond to the Manager's requests for the removal of pigeon or other bird droppings from areas at the Facility. The removal is to be performed within forty-eight (48) hours of the Manager's request. If the Contractor fails to complete the work within forty-eight (48) hours, liquidated damages will be assessed at a rate of \$50.00 per hour or any part thereof.

- xvi. The Contractor shall establish and document a written maintenance program that embodies the elements of preventive maintenance, predictive maintenance and reliability centered maintenance. A copy of this program shall be provided to the Port Authority within thirty (30) days of receipt of award/contract. For each day the Contractor fails to provide a copy of this program the damages shall be liquidated at a rate of \$50.00 per day the program is not submitted.
- xvii. The Contractor shall develop, in a stand-alone volume(s), and shall implement the maintenance schedule and procedures that supplement the minimum requirements for routine maintenance. A copy of these maintenance procedures shall be submitted to the Port Authority for approval no later than thirty (30) days after receipt of award/contract. For each day the Contractor fails to provide these stand alone volume(s) the damages shall be liquidated at a rate of \$50.00 per day the volume(s) are not submitted.
- xviii. At the Authority's expense, the Contractor will be provided with office space for up to two (2) individuals, including the use of a desktop computer and a telephone for each, and shall maintain all reference materials including information on equipment warranties and guarantees acquired during the course of maintenance operations. The Contractor shall comply with the Authority's computer and telephone policies. Such information shall include, but is not limited to, the following: operations and maintenance manuals, catalog cut sheets, manufacturer's maintenance instructions, shop drawings, sketches, and sources of replacement parts or qualified service and technical assistance. All such information shall be the property of the Port Authority. The information shall be used by the Contractor as part of the Contractor's operation and shall be organized and maintained in an orderly fashion or system that supports the maintenance activity. Within thirty (30) days following receipt of award/contract, the Contractor shall provide the Port Authority with a list of the available reference material. For each day the Contractor fails to provide a list of the available referenced material the damages shall be liquidated at a rate of \$75.00 per day.
- xix. The Contractor shall input data associated with each operation, maintenance, and repair activity into an Authority approved network Computerized Maintenance Management System (CMMS). The Contractor shall obtain such a CMMS to include one license for use by the Port Authority. Data input shall be accomplished within thirty-six (36) hours of the activity initiation and closure. For every hour beyond the (36) hour deadline that is not met, the damages shall be liquidated at a rate of \$100.00 per hour thereafter.
- xx. The Contractor shall develop and implement plans acceptable to the Port Authority for events requiring unique or special handling. A copy of the

plans will be provided to the Port Authority within thirty (30) days of Contract award. For each day the Contractor fails to provide these plans, damages shall be liquidated at a rate of \$100.00 per day.

xxi. All repairs and adjustment to the Facility systems are required to be made immediately after notice thereof. The Contractor's staff responding to calls is required to remain and complete all necessary repairs. Under no circumstances shall a system remain un-repaired or out-of-service for more than twenty-four (24) consecutive hours. Every hour past twenty-four (24) that any system remains out of service and or not repaired the damages shall be liquidated at a rate of \$200.00 per hour.

xxii. The Contractor, within forty-eight (48) hours of its receipt of a complaint, suggestion or observation as to the services provided hereunder (hereinafter collectively called "the Complaint") by any user of the Facility, or the Port Authority, shall mail its response thereto, simultaneously delivering a copy thereof, together with a copy of the complaint to which the Contractor is replying to the Manager. Damages shall be liquidated at a rate of \$50.00 per hour thereafter for failure to reply.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed acceptance on the part of the Manager or the Port Authority of unsatisfactory performance or of a failure to perform on the part of the Contractor or of a waiver of its remedies hereunder.

## 6. Insurance

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance including, but not limited to, premises-operations, products-completed operations, and independent contractors coverage. All said premiums shall include contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

**Commercial General Liability Insurance** - \$25 million combined single limit per occurrence for bodily injury and property damage liability.

**Automobile Liability Insurance** - \$5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and City of NY, as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy.

Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

*"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."*

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured(s) and the policy (ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS: 3965]

**Schedule 1 – Indemnities and Additional Insureds:**

- a) The Port Authority of New York and New Jersey
- b) The Port Authority Trans-Hudson Corporation
- c) NYS Department of Transportation
- d) Silverstein Properties, Inc.
- e) The City of New York
- f) The Lower Manhattan Development Corporation
- g) The World Trade Center Memorial Foundation
- h) Metropolitan Transportation Authority
- i) National September 11 Memorial & Museum

## **7. Increase and Decrease in Areas or Frequencies**

The Port Authority shall have the right at any time and from time to time, in its sole discretion, to increase or decrease the frequencies of the services required hereunder, to add areas not now described in the Specifications or to delete areas or parts of areas that are so described.

In the event that a modification of frequencies or areas is desired, the Port Authority shall advise the Contractor, in writing, setting forth the effective date for the frequency or area change. Said notice shall be mailed no later than five (5) days prior to the effective date so established for a frequency change and no later than ten (10) days prior to the effective date so established for a change in areas. In event of an emergency, notice may be verbal and given twenty-four (24) hours prior to the effective date.

The monthly lump sum payments to be made hereunder shall be proportionately adjusted, based on adjustments to the area of the Facility to be serviced or the frequencies required, to reflect such additions or deletions in areas or frequencies.

The applicable unit prices, including hourly prices for additional services inserted by the Contractor in the Pricing Sheet(s) shall apply to increases or decreases in areas or frequencies for such price work.

Should any such change in areas or frequencies result in a reduction in payments greater than fifty percent (50%) of the Estimated Year One Contract Price as set forth by the Contractor in Pricing Sheet(s), the Contractor shall have the option to terminate this Contract upon at least sixty (60) days prior written notice to the Manager. No increase in areas or frequencies implemented pursuant to this numbered clause shall be considered Extra Work as defined in the clause of this section entitled "Extra Work and Compensation for Extra Work."

## **8. Extra Work**

Acceptance of Contractor's bid will be by Contract signed by the Port Authority. The Port Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following: drawings, designs, or specifications. Any such changes will be known as "Extra Work" and shall result in the issuance of a Change Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly.

Work Order Proposals for Extra Work shall be submitted with a detailed breakdown, which shall include, at a minimum, labor, equipment and materials.

For Extra Work, the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the

labor, and material, required for such Extra Work; (2) up to ten percent (10%) of the amount under (1) above as overhead; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, up to an additional five percent (5%) of the sum of the amounts under (1) through (3) above as profit/fee.

If a Lump Sum or Unit Price compensation cannot be agreed to by the Port Authority and the Contractor, the Contractor will be directed to perform the Work on a not-to-exceed basis as determined by the Port Authority.

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

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

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

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in

him/her by this section shall be binding and final upon the Port Authority and the Contractor.

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

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

Any claim by the Contractor for adjustment under this section must be asserted within thirty (30) days from the date of receipt by the Contractor of a notification of change; provided, however, that nothing in this section, "Extra Work and Compensation for Extra Work," shall excuse the Contractor from proceeding with the Contract as changed. Except as otherwise provided herein no payment for Extra Work shall be made, unless the Changes, have been authorized in writing by the Port Authority

All Work completed by the Contractor pursuant to a Change Order shall be billed to the Port Authority on a separate invoice.

#### **9. Transitioning Services and Responsibilities**

The Contractor acknowledges that the Port Authority may be transferring certain responsibilities under this Contract during its term to other Contractors or to the Port Authority itself. The Contractor is required to follow a Port Authority transition plan, when applicable, to ensure an orderly transition at the time responsibilities are transferred, at the commencement of the Contract and end of the term of the Contract. The Contractor will be expected to actively participate in discussions and adhere to written plans that clearly specify the transition period and responsibilities.

**SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND  
PRICING SHEET(S), TABLE OF CONTENTS**

1. SIGNATURE SHEET .....	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S).....	4
4. CALCULATION OF HOURLY RATE FORMS .....	15

**SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

**SIGNATURE SHEET**

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

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

Bidding Entity Crown Energy Services, Inc., dba Able Engineering Services

Bidder's Address 868 Polson Street

City, State, Zip San Francisco, CA 94107

Telephone No. 415/546-6534 FAX 415/546-9948

Email pbensi@ableserve.com EIN# \_\_\_\_\_ Ex. (1)

SIGNATURE *Paul Bensi* Date Oct. 5, 2012

Print Name and Title Paul Bensi, CRO



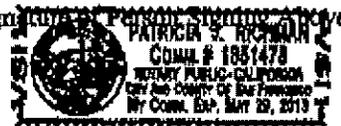
Note: This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

*Paul Bensi*  
Signature of Person Signing Above

**ACKNOWLEDGEMENT:**

STATE OF: California

COUNTY OF: San Francisco



On this 5<sup>th</sup> day of October, 2012, personally came before me, Paul Bensi, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

*[Signature]*  
Notary Public

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

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

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

**NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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Paul Boschetto	Principal	
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Ex. (1)

Michael Boschetto	Principal	
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**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

Estimates are shown for cost evaluation only and constitutes no guarantee of what quantity, if any, may actually be called for.

**Management Fee \***

(Includes Resident Manager, Clerk, O&M Tour Supervisor and Cleaning Supervisor)

<u>Charge</u>	<u>Monthly Lump Sum</u>	<u>Number of Months</u>	<u>Estimated Semi-Annual</u>
	(December 1, 2012 – May 31, 2013)		
A.1. Management Fee	\$ <u>92,534.7500</u> x	6 Months	= \$ <u>555,208.5000</u>
	(June 1, 2013 – November 30, 2013)		
A.2. Management Fee	\$ <u>93,792.42</u> x	6 Months	= \$ <u>562,754.5000</u>
<b>A.3 - Total One Year Management Fee</b> (Sum of A.1 and A.2)			<b>\$ <u>1,117,963.0000</u></b>

\*A detailed breakdown of Management Fee is required.

Please note: No direct reimbursement is provided in the Contract for, among other things, drivers of vehicles, uniforms, office clerical staff, office supplies, office telephone service, staff training, overhead, relief, office equipment, general administrative costs and profit, and accordingly the Contractor should consider these costs in determining its Management Fee, monthly lump sum fees, unit prices and hourly charges. The Authority will provide the Contractor with field office space for up to two (2) individuals in support of the performance of the Work including the use of a desktop computer and a telephone for each and as such, these costs shall not be included in the Management Fee. Additionally, in computing the hourly charges please refer to the section entitled "Prevailing Wages" (Section 5) within Attachment C\*, "Contract Specific Terms & Conditions".

**Operations and Maintenance Labor**

(For Base Work in accordance with the Contract)

<u>Position</u>	<u>Hourly Charge</u>	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Number of Positions</u>	<u>Estimated Semi-Annual Charge</u>
	(December 1, 2012 – May 31, 2013)			
B.1 - Watch Engineer	\$ <u>56,9100</u> x	1040	x 4	= \$ <u>236,787.2000</u>
B.2 - Electrician "A"	\$ <u>104,8200</u> x	910	x 1	= \$ <u>95,386.2000</u>
B.3 - Electrician "DBM"	\$ <u>49,1000</u> x	910	x 1	= \$ <u>44,681.0000</u>
B.4 - Eng. Maintenance Mechanic	\$ <u>52,5700</u> x	1040	x 1	= \$ <u>54,672.8000</u>
B.5 - Mechanic Helper	\$ <u>47,6400</u> x	1040	x 1	= \$ <u>49,545.6000</u>
B.6 - PDC Electrician Con Ed Certified	\$ <u>104,8200</u> x	1040	x 1	= \$ <u>109,612.8000</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

	(June 1, 2013 - November 30, 2013)						
B.7- Watch Engineer	57,6300	x	1040	x	4	=	\$ 243,859.2000
B.8 -Electrician "A"	106,5000	x	910	x	1	=	\$ 97,188.0000
B.9 -Electrician "DBM"	49,5166	x	910	x	1	=	\$ 45,327.1000
B.10-Eng. Maintenance Mechanic	58,7600	x	1040	x	1	=	\$ 56,118.4000
B.11-Mechanic Helper	49,0000	x	1040	x	1	=	\$ 50,960.0000
B.12- PDC Electrician Con Ed Certified	106,8000	x	1040	x	1	=	\$ 111,072.0000

**B.13 - Total One Year O&M Labor Services** \$ 1,194,610.3000  
(Sum of Items B.1 through B.12)

Monthly Vehicle Costs

<u>Description</u>	<u>Charge Per Month</u> (December 1, 2012 - May 31, 2013)	<u>Number of Vehicles</u>	<u>Number of Months</u>	<u>Estimated Semi-Annual Charge**</u>
C.1 Full Size, 4 Wheel Drive, Regular or Extended Cab Pickup Truck 250-gallon water tank (June 1, 2013 - November 30, 2013)	\$ 3,455.0000	x 1	x 6	= \$ 20,730.0000
C.2 Full Size, 4 Wheel Drive, Regular or Extended Cab Pickup Truck 250-gallon water tank	\$ 3,455.0000	x 1	x 6	= \$ 20,730.0000

**C.3 - Total Year One Vehicle Costs** \$ 41,460.0000  
(Sum of C.1 and C.2)  
\*\*Includes maintenance of vehicles, vehicle fuel, replacement vehicles.

Routine and Periodic Cleaning Services

(For Base Work in accordance with the Contract and inclusive of all labor, equipment, materials and supplies)

<u>Service</u>	<u>Estimated Hourly Charge</u> (December 1, 2012 - May 31, 2013)	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Semi-Annual Charge</u>
D.1 Cleaning Services (Routine and Periodic)	\$ 44.1421	x 10,800	= \$ 476,745.4800
D.2 Cleaning Services (Routine and Periodic)	\$ 45.1203	x 10,800	= \$ 487,299.2400
<b>D.3 - Total Year One Cleaning Costs</b> (Sum of D.1 and D.2)			<u>\$ 964,044.7200</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

Additional As Needed Labor/Services

	<u>HOURLY CHARGE</u> (December 1, 2012 - May 31, 2013)		<u>ESTIMATED SEMI-ANNUAL HOURS</u>		<u>ESTIMATED SEMI-ANNUAL COSTS</u>
E.1. Watch Engineer	\$ <u>56,900.00</u>	X	250	=	\$ <u>14,230,000.00</u>
E.2 Electrician "A"	\$ <u>104,800.00</u>	X	250	=	\$ <u>26,205,000.00</u>
E.3 Electrician "DBM"	\$ <u>49,100.00</u>	X	250	=	\$ <u>12,275,000.00</u>
E.4 Eng. Maintenance Mechanic	\$ <u>52,570.00</u>	X	250	=	\$ <u>13,142,500.00</u>
E.5 Mechanic Helper	\$ <u>47,640.00</u>	X	250	=	\$ <u>11,910,000.00</u>
E.6 Carpenter Journeyman	\$ <u>97,470.00</u>	X	50	=	\$ <u>4,873,500.00</u>
E.7 Dock Builder	\$ <u>91,980.00</u>	X	50	=	\$ <u>4,599,000.00</u>
E.8 Equipment Operator (For Backhoe)	\$ <u>96,700.00</u>	X	50	=	\$ <u>4,835,000.00</u>
E.9 Plumber	\$ <u>56,450.00</u>	X	50	=	\$ <u>2,822,500.00</u>
E.10 Laborer	\$ <u>68,310.00</u>	X	50	=	\$ <u>3,415,500.00</u>
E.11 Cleaner (Extraordinary)	\$ <u>40,378.50</u>	X	50	=	\$ <u>2,018,930.00</u>

(June 1, 2013 - November 30, 2013)

E.12. Watch Engineer	\$ <u>58,620.00</u>	X	250	=	\$ <u>14,655,000.00</u>
E.13 Electrician "A"	\$ <u>106,800.00</u>	X	250	=	\$ <u>26,700,000.00</u>
E.14 Electrician "DBM"	\$ <u>49,810.00</u>	X	250	=	\$ <u>12,452,500.00</u>
E.15 Eng. Maintenance Mechanic	\$ <u>53,960.00</u>	X	250	=	\$ <u>13,490,000.00</u>
E.16 Mechanic Helper	\$ <u>49,000.00</u>	X	250	=	\$ <u>12,250,000.00</u>
E.17 Carpenter Journeyman	\$ <u>99,110.00</u>	X	50	=	\$ <u>4,955,500.00</u>
E.18 Dock Builder	\$ <u>95,530.00</u>	X	50	=	\$ <u>4,776,500.00</u>
E.19 Equipment Operator (For Backhoe)	\$ <u>99,870.00</u>	X	50	=	\$ <u>4,993,500.00</u>
E.20 Plumber	\$ <u>58,900.00</u>	X	50	=	\$ <u>2,945,000.00</u>
E.21 Laborer	\$ <u>71,540.00</u>	X	50	=	\$ <u>3,577,000.00</u>
E.22 Cleaner (Extraordinary)	\$ <u>41,272.40</u>	X	50	=	\$ <u>2,063,620.00</u>

**E.23) ESTIMATED YEAR ONE ADDITIONAL LABOR/SERVICES COSTS TOTAL = \$ 203,185,550.00**  
(Sum of items E.1 through E.22)

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

Additional As Needed Labor/Services (Off-Hours Rate)

Off Hour Rates shall cover work performed on Port Authority recognized Holidays, Evenings and Weekends

	<u>HOURLY CHARGE</u>		<u>ESTIMATED SEMI-ANNUAL HOURS</u>		<u>ESTIMATED SEMI-ANNUAL COSTS</u>
(December 1, 2012 – May 31, 2013)					
F.1. Watch Engineer	\$ 76.45000	X	250	=	\$ 19,112.5000
F.2 Electrician "A"	\$ 134.1700	X	250	=	\$ 33,542.5000
F.3 Electrician "DBM"	\$ 63.7500	X	250	=	\$ 15,937.5000
F.4 Eng. Maintenance Mechanic	\$ 70.0000	X	250	=	\$ 17,500.0000
F.5 Mechanic Helper	\$ 62.7000	X	250	=	\$ 15,675.0000
F.6 Carpenter Journeyman	\$ 125.0000	X	50	=	\$ 6,250.0000
F.7 Dock Builder	\$ 116.5800	X	50	=	\$ 5,829.0000
F.8 Equipment Operator (For Backhoe)	\$ 128.9500	X	50	=	\$ 6,447.5000
F.9 Plumber	\$ 76.1300	X	50	=	\$ 3,806.5000
F.10 Laborer	\$ 85.7100	X	50	=	\$ 4,285.5000
F.11 Cleaner (Extraordinary)	\$ 45.5378	X	50	=	\$ 2,276.8900

(June 1, 2013 – November 30, 2013)

F.12 Watch Engineer	\$ 78.9800	X	250	=	\$ 19,745.0000
F.13 Electrician "A"	\$ 136.8300	X	250	=	\$ 34,207.5000
F.14 Electrician "DBM"	\$ 64.8800	X	250	=	\$ 16,220.0000
F.15 Eng. Maintenance Mechanic	\$ 72.0800	X	250	=	\$ 18,020.0000
F.16 Mechanic Helper	\$ 64.7400	X	250	=	\$ 16,185.0000
F.17 Carpenter Journeyman	\$ 127.6400	X	50	=	\$ 6,382.0000
F.18 Dock Builder	\$ 121.2500	X	50	=	\$ 6,062.5000
F.19 Equipment Operator (For Backhoe)	\$ 133.8700	X	50	=	\$ 6,693.5000
F.20 Plumber	\$ 79.5300	X	50	=	\$ 3,976.5000
F.21 Laborer	\$ 89.9200	X	50	=	\$ 4,496.0000
F.22 Cleaner (Extraordinary)	\$ 46.5459	X	50	=	\$ 2,327.3000

F.23) ESTIMATED ADDITIONAL YEAR ONE LABOR/SERVICES COSTS TOTAL = \$ 264,984.1900  
(Sum of items F.1 through F.22)

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

Net Cost

Contractor's discount or mark-up inserted below is to remain firm for the term.

	Estimated Year 1 Net Amount	Bidders %Discount or % Markup***	Bidders \$ Discount or %Markup
G.1 Material and Equipment	\$200,000	x <u>5.0000</u> %	= \$ <u>10,000.0000</u>
G.2 Net Material and Equipment Price			+ \$ <u>200,000.00</u>
G.3) Estimated Year One Net Cost Price (Sum of items G.1 and G.2)			\$ <u>210,000.0000</u>

\*\*\*Please quote four places to the right of decimal. For example:  
Discounts = -2.1234%    Markups = 2.1234%

Trash Removal

	Price per 10 C/Y Pick-up (December 1, 2012 - May 31, 2013)	Estimated Semi-Annual Number of 10 C/Y Pick-ups (June 1, 2013 - November 30, 2013)	Estimated Semi- Annual Price
H.1 10 Cubic Yard Container	\$ <u>250.0000</u> x	39	= \$ <u>9,750.0000</u>
H.2 10 Cubic Yard Container	\$ <u>250.0000</u> x	39	= \$ <u>9,750.0000</u>
H.3) Estimated Year One Trash Removal Price (Sum of items H.1 and H.2)			\$ <u>19,500.0000</u>

Snow Removal

(Inclusive of all labor, equipment, materials and supplies)

	Price per Inch (December 1, 2012 - May 31, 2013)	Estimated Semi-Annual Number of Inches*** (June 1, 2013 - November 30, 2013)	Estimated Semi- Annual Price
I.1 Snow Removal	\$ <u>3620.0000</u> x	20 inches	= \$ <u>72,400.0000</u>
I.2 Snow Removal	\$ <u>3,700.7260</u> x	20 inches	= \$ <u>74,014.5200</u>

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

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

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
BASE YEAR**

**L.3) Estimated Year One Snow Removal Price** \$ 146,414,5200  
(Sum of items L.1 and L.2)

\*\*\*Accumulation shall be as determined and indicated by the National Weather Service for the County of New York, Borough of Manhattan, in the City of New York.

**Painting Services**

(Inclusive of all labor, equipment, materials and supplies)

	<u>Price per Square Foot</u>	x	<u>Number of Square Feet****</u>	=	<u>Estimated Semi- Annual Price</u>
			(December 1, 2012 – May 31, 2013)		
J.1 Painting	<u>\$0.9500</u>		2,500		<u>\$2,375.0000</u>
			(June 1, 2013 – November 30, 2013)		
J.2 Painting	<u>\$0.9500</u>		2,500		<u>\$2,375.0000</u>

**J.3) Estimated Year One Painting Price** \$ 4,750,0000  
(Sum of Items J.1 and J.2)

\*\*\*\*Price per square foot includes all surface preparation, including repairs of cracks and total number of coats as required by the Manager.

**ALLOWANCES**

(Authorization required by the Port Authority prior to use of allowances)

	<u>Estimated Year Total Allowances</u>
K.1) Subcontracting (for unanticipated work/services)	\$60,000.00
K.2) S.W.A.C. (Contractor Background Screening)	<u>\$5,000.00</u>
<b>K.3) Total Estimated Year One Allowance</b> (Sum of Items K.1 and K.2)	<b>\$65,000.00</b>

**CONTRACTOR PRICING SHEETS**  
**OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)**  
**BASE YEAR**

**SUMMARY**

L.1	Estimated Management Fee (From Item "A.3")	\$ <u>1117,963.</u> 0000
L.2	Estimated Operations & Maintenance Labor Services (From Item "B.13")	\$ <u>1194,610.</u> 3000
L.3	Estimated Vehicle Charge (From Item "C.3")	\$ <u>41,460.</u> 0000
L.4	Estimated Routine & Periodic Cleaning Services (From Item "D.3")	\$ <u>964,044.</u> 7200
L.5	Estimated Price Additional As Needed Labor/Service (From Item "E.21")	\$ <u>203,185.</u> 5500
L.6	Estimated Price Additional As Needed Labor/Services (Off Hours Rate) (From Item "F.21")	\$ <u>264,984.</u> 1900
L.6	Estimated Net Cost Price (From Item "G.3")	\$ <u>210,000.</u> 0000
L.7	Estimated Trash Removal (From Item H.3)	\$ <u>19,500.</u> 0000
L.8	Estimated Snow Removal (From Item L.3)	\$ <u>146,414.</u> 5200
L.9	Estimated Painting (From Item J.3)	\$ <u>4750.</u> 0000
L.10	Estimated Allowances (From Item K.3)	<u>\$65,000.00</u>
<hr/>		
L.11	<b>ESTIMATED YEAR ONE CONTRACT PRICE</b> (Sum of Items L.1 through L.10)	\$ <u>4,231,912.</u> 2700

**CONTRACTOR PRICING SHEETS**  
**OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)**  
**BASE YEAR**

**BREAKDOWN OF MANAGEMENT FEE**

<u>ITEM</u>	<u>AMOUNT</u>
<u>Resident Manager</u>	\$ <u>214,500.0000</u>
<u>Supervisors</u>	\$ <u>664,014.5000</u>
<u>Admin/Clerical</u>	\$ <u>38,556.0000</u>
<u>Insurance</u>	\$ <u>12,600.0000</u>
<u>Licensing</u>	\$ <u>630.0000</u>
<u>Health and Safety/Training</u>	\$ <u>13,620.0000</u>
<u>Office Equipment/Supplies</u>	\$ <u>1,500.0000</u>
<u>CMMS</u>	\$ <u>756.0000</u>
<u>Uniforms</u>	\$ <u>8,600.0000</u>
<u>Telephone/Cell Service</u>	\$ <u>16,600.0000</u>
<u>Phone Purchase</u>	\$ <u>1,800.0000</u>
<u>Small Tools</u>	\$ <u>800.0000</u>
<u>Additional General/Administrative</u>	\$ <u>39,257.0000</u>
<u>Profit</u>	\$ <u>104,729.50</u>
<u> </u>	\$ <u> </u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

Estimates are shown for bid evaluation only and constitute no guarantee of what quantity, if any, may actually be called for.

Management Fee \*

(Includes increase costs as a result of CCP and RWPS services, if any, i.e.: insurance, administration, etc.)

	<u>Monthly Lump Sum</u> (December 1, 2012 – May 31, 2013)	<u>Number of Months</u>	=	<u>Estimated Semi-Annual Charge</u>
A.1. Management Fee	\$ <u>12,341.1700x</u>	6 Months		= \$ <u>74,047.0200</u>
A.2. Management Fee	\$ <u>12,388.2500</u>	6 Months		= \$ <u>74,329.5000</u>
A.3 - Total One Year Management Fee (Sum of A.1 and A.2)				\$ <u>148,376.5200</u>

\*A detailed breakdown of Management Fee is required.

Please note: No direct reimbursement is provided in the Contract for, among other things, drivers of vehicles, uniforms, office clerical staff, office supplies, office telephone service, staff training, overhead, relief, office equipment, general administrative costs and profit, and accordingly the Contractor should consider these costs in determining its Management Fee, monthly lump sum fees, unit prices and hourly charges. The Authority will provide the Contractor with field office space for up to two (2) individuals in support of the performance of the Work including the use of a desktop computer and a telephone for each and as such, these costs shall not be included in the Management Fee. Additionally, in computing the hourly charges please refer to the section entitled "Prevailing Wages" (Section 5) within Attachment C\*, "Contract Specific Terms & Conditions".

Operations and Maintenance of Central Chiller Plant Labor  
 (For Base Work in accordance with the Contract)

<u>Position</u>	<u>Hourly Charge</u> (December 1, 2012 – May 31, 2013)	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Number of Positions</u>	=	<u>Estimated Semi-Annual Labor Charge</u>
B.1- Chief Engineer	x \$ <u>70.2500</u>	1040 x	1		= \$ <u>73,060.0000</u>
B.2- Asst. Chief Engineer (CCP)	x \$ <u>61.8200</u>	1040 x	1		= \$ <u>64,084.8000</u>
B.3- Asst. Chief Engineer (RWPS)	x \$ <u>64.6200</u>	1040 x	1		= \$ <u>67,084.8000</u>
B.4- Lead Watch Engineer	x \$ <u>59.0200</u>	1248 x	1		= \$ <u>73,656.9600</u>
B.5- Watch Engineer	x \$ <u>56.9200</u>	1248 x	1		= \$ <u>71,036.1600</u>
B.6- Watch Engineer	x \$ <u>56.9200</u>	1040 x	6		= \$ <u>355,180.8000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

(June 1, 2013 – November 30, 2013)

B.7- Chief Engineer	x \$ <u>72.1100</u>	1040	x	1	=	\$ <u>74,994.4000</u>
B.8- Asst. Chief Engineer (CCP)	x \$ <u>63.3100</u>	1040	x	1	=	\$ <u>65,738.4000</u>
B.9- Asst. Chief Engineer (RWPS)	x \$ <u>63.3100</u>	1040	x	1	=	\$ <u>65,738.4000</u>
B.10- Lead Watch Engineer	x \$ <u>60.7000</u>	1248	x	1	=	\$ <u>75,878.4000</u>
B.11- Watch Engineer	x \$ <u>58.6200</u>	1248	x	1	=	\$ <u>73,157.7600</u>
B.12- Watch Engineer	x \$ <u>58.6200</u>	1040	x	6	=	\$ <u>365,784.8000</u>

**Total Estimated Year One O&M of Central Chiller Plant Labor**  
**B.13- \$ 1,422,399.6800**  
 (Sum of Items B.1 through B.12)

Monthly Vehicle Costs

Charge Per Month	Number of Vehicles	Number of Months	Estimated Semi-Annual Vehicle Charge**
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(December 1, 2012 – May 31, 2013)

C.1 Full Size, 4 Wheel \$ 1595.0000 x 1 x 6 = \$ 9,570.0000  
 Drive, ¾ Ton, Regular  
 or Extended Cab  
 Pickup Truck with Dual Rear Tires

(June 1, 2013 – November 30, 2013)

C.2 Full Size, 4 Wheel \$ 1595.0000 x 1 x 6 = \$ 9,570.0000  
 Drive, ¾ Ton, Regular  
 or Extended Cab  
 Pickup Truck with Dual Rear Tires

C.3 - Total Year One Vehicle Costs \$ 19,140.0000  
 (Sum of C.1 and C.2)

\*\*Includes maintenance of vehicles, vehicle fuel, replacement vehicles.

Additional As Needed Labor/Services

Position	Hourly Charge	Estimated Semi-Annual Hours	Estimated Semi- Annual Labor Charge
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(December 1, 2012 – May 31, 2013)

D.1- Chief Engineer	\$ <u>70.2500</u> x	100	=	\$ <u>7,025.0000</u>
D.2- Asst. Chief Engineer	\$ <u>61.6000</u> x	250	=	\$ <u>15,405.0000</u>
D.3- Lead Watch Engineer	\$ <u>59.0200</u> x	1000	=	\$ <u>59,020.0000</u>
D.4- Watch Engineer	\$ <u>56.9200</u> x	1000	=	\$ <u>56,920.0000</u>
D.5 - Cleaner (Extraordinary)	\$ <u>40.3785</u> x	1000	=	\$ <u>40,378.5000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

(June 1, 2013 – November 30, 2013)

D.6- Chief Engineer	\$72,1100X	100	=	\$ 7211.0000
D.7- Asst. Chief Engineer	\$63,2100X	250	=	\$ 15802.5000
D.8- Lead Watch Engineer	\$60,8000X	1000	=	\$ 60,800.0000
D.9- Watch Engineer	\$58,6200X	1000	=	\$ 58,620.0000
D.10 - Cleaner (Extraordinary)	\$41,272X	1000	=	\$ 41,272.4000

D.11 - Total Estimated Year One Additional Labor (Day Rate) \$ 362,454.4000  
 (Sum of Items C.1 through C.10)

Additional As Needed Labor/Services (Off-Hours Rate)

Off Hour Rates shall cover work performed on Port Authority recognized Holidays, Evenings and Weekends.

Position	Hourly Charge	Estimated Semi-Annual Hours		Estimated Semi-Annual Labor Charge
(December 1, 2012 – May 31, 2013)				
E.1- Chief Engineer	\$96,1800 X	100	=	\$ 9618.0000
E.2- Asst. Chief Engineer	\$84,1500 X	250	=	\$ 21,037.5000
E.3- Lead Watch Engineer	\$79,5500 X	1000	=	\$ 79,550.0000
E.4- Watch Engineer	\$76,4500 X	1000	=	\$ 76,450.0000
E.5 - Cleaner (Extraordinary)	\$45,5378 X	1000	=	\$ 45,537.80

(June 1, 2013 – November 30, 2013)

E.6- Chief Engineer	\$48,9500 X	100	=	\$ 4895.0000
E.7- Asst. Chief Engineer	\$66,5600 X	250	=	\$ 21,640.0000
E.8- Lead Watch Engineer	\$82,2000 X	1000	=	\$ 82,200.0000
E.9- Watch Engineer	\$78,9800 X	1000	=	\$ 78,980.0000
E.10 - Cleaner (Extraordinary)	\$46,5457 X	1000	=	\$ 46,545.9000

E.11 - Total Estimated Year One Additional Labor (Off Hours Rate) \$ 471,454.2000  
 (Sum of Items E.1 through E.10)

Net Cost

Contractor's discount or mark-up inserted below is to remain firm for the term.

	Estimated Year One Net Amount	Bidders %Discount or % Markup***		Bidders \$Discount or %Markup
F.1) Material and Equipment	\$200,000	x <u>5.0000</u> %	=	\$ <u>10,000.0000</u>
F.2) Net Material and Equipment Price			+	\$200,000.00
F.3) Estimated Net Cost Price (Sum of Items E.1 and E.2)				\$ <u>210,000.0000</u>

\*\*\*Please quote four places to the right of decimal. For example:  
 Discounts = -2.1234%    Markups = 2.1234%

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

**ALLOWANCES**

**(Authorization required by the Port Authority prior to use of allowances)**

	Estimated Year <u>One Total Charges</u>
G.1) Subcontracting (for unanticipated work/services)	\$250,000.00
G.2) S.W.A.C. (Contractor Background Screening)	<u>\$5,000.00</u>
G.3) Total Estimated Year One Allowance (Sum of items G.1 and G.2)	\$255,000.00

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

SUMMARY SHEET

H.1	Estimated Management Fee (From Item "A.3")	\$ <u>148,376.5200</u>
H.1	Estimated Operations & Maintenance of Central Chiller Plant (From Item "B.13")	\$ <u>1422,399.6800</u>
H.2	Estimated Vehicle Charge (From Item "C.3")	\$ <u>19,140.0000</u>
H.3	Estimated Price Additional As Needed Labor/Services (From Item "D.11")	\$ <u>362,454.4000</u>
H.4	Estimated Price Additional As Needed Labor/Services (Off Hours Rate) (From Item "E.11")	\$ <u>471,454.0000</u>
H.5	Estimated Net Cost Price (From Item F.3)	\$ <u>210,000.0000</u>
H.6	Estimated Allowances (From Item G.3)	<u>\$255,000.00</u>
<hr/>		
H.8	ESTIMATED YEAR ONE CONTRACT PRICE (Sum of Items H.1 through H.7)	\$ <u>2888874.8000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**BASE YEAR**

**BREAKDOWN OF MANAGEMENT FEE**

<u>ITEM</u>	<u>AMOUNT</u>
ADMIN / CLERICAL	\$ 22,644.0200
INSURANCE	\$ 7,400.0000
LICENSING	\$ 370.0000
HEALTH AND SAFETY / TRAINING	\$ 8,880.0000
CMMS	\$ 444.0000
UNIFORMS	\$ 9,900.0000
TELEPHONE / CELL SERVICE	\$ 9,600.0000
PHONE PURCHASE	\$ 1,200.0000
SMALL TOOLS	\$ 2,200.0000
ADDITIONAL GENERAL / ADMINISTRATIVE	\$ 24,230.5000
PROFIT	\$ 61,508.0000
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

CONTRACTOR PRICING SHEETS  
SUMMARY SHEET  
BASE YEAR

ESTIMATED CONTRACT PRICE  
(FROM O&M PRICING SHEET L.11)

\$ 4,231,912.2700

ESTIMATED CONTRACT PRICE  
(FROM CCP PRICING SHEET H.3)

\$ 2,888,824.8000

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ESTIMATED TOTAL YEAR ONE CONTRACT PRICE  
(SUM OF THE LINES ABOVE)

\$ 7,120,737.0700

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

Estimates are shown for cost evaluation only and constitute no guarantee of what quantity, if any, may actually be called for.

Management Fee \*  
(Includes Resident Manager, Clerk, O&M Tour Supervisor and Cleaning Supervisor)

<u>Charge</u>	<u>Monthly Lump Sum</u>	<u>Number of Months</u>	<u>Estimated Semi-Annual</u>
A.1. Management Fee	(December 1, 2013 – May 31, 2014) \$ <u>93,792.42</u>	6 Months	= \$ <u>562,754.5000</u>
A.2. Management Fee	(June 1, 2014 – November 30, 2014) \$ <u>96,619.7500</u>	6 Months	= \$ <u>579,718.5100</u>
A.3 - Total Option Year Management Fee (Sum of A.1 and A.2)			\$ <u>1,142,473.0100</u>

\*A detailed breakdown of Management Fee is required.  
Please note: No direct reimbursement is provided in the Contract for, among other things, drivers of vehicles, uniforms, office clerical staff, office supplies, office telephone service, staff training, overhead, relief, office equipment, general administrative costs and profit, and accordingly the Contractor should consider these costs in determining its Management Fee, monthly lump sum fees, unit prices and hourly charges. The Authority will provide the Contractor with field office space for up to two (2) individuals in support of the performance of the Work including the use of a desktop computer and a telephone for each and as such, these costs shall not be included in the Management Fee. Additionally, in computing the hourly charges please refer to the section entitled "Prevailing Wages" (Section 5) within Attachment C\*, "Contract Specific Terms & Conditions".

Operations and Maintenance Labor  
(For Base Work in accordance with the Contract)

<u>Position</u>	<u>Hourly Charge</u>	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Number of Positions</u>	<u>Estimated Semi-Annual Charge</u>
	(December 1, 2013 – May 31, 2014)			
B.1- Watch Engineer	<u>58.6000</u> x	1040	x 4	= \$ <u>243,859.2000</u>
B.2 -Electrician "A"	<u>106.8500</u> x	910	x 1	= \$ <u>97,184.0000</u>
B.3 -Electrician "DBM"	<u>49.8100</u> x	910	x 1	= \$ <u>45,327.1000</u>
B.4 -Eng. Maintenance Mechanic	<u>52.9600</u> x	1040	x 1	= \$ <u>56,118.4000</u>
B.5 -Mechanic Helper	<u>49.0000</u> x	1040	x 1	= \$ <u>50,960.0000</u>
B.6 - PDC Electrician Con Ed Certified	<u>106.8500</u> x	1040	x 1	= \$ <u>111,072.0000</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

(June 1, 2014 - November 30, 2014)							
B.7- Watch Engineer	60,740	x	1040	x	4	=	\$ 252,896.40
B.8 -Electrician "A"	108,930	x	910	x	1	=	\$ 99,126.3000
B.9 -Electrician "DBM"	50,910	x	910	x	1	=	\$ 46,378.6000
B.10-Eng. Maintenance Mechanic	55,680	x	1040	x	1	=	\$ 57,907.2000
B.11-Mechanic Helper	50,810	x	1040	x	1	=	\$ 52,842.4000
B.12- PDC Electrician Con Ed Certified	108,930	x	1040	x	1	=	\$ 113,287.2000

**B.13 - Total Option Year O&M Labor Services  
(Sum of Items B.1 through B.12)**

\$ 1,226,947.8000

Monthly Vehicle Costs

<u>Description</u>	<u>Charge Per Month (December 1, 2013 - May 31, 2014)</u>	<u>Number of Vehicles</u>	<u>Number of Months</u>	<u>Estimated Semi-Annual Charge**</u>
C.1 Full Size, 4 Wheel Drive, Regular or Extended Cab Pickup Truck 250-gallon water tank (June 1, 2014 - November 30, 2014)	\$ 3,455.0000	x 1	x 6	= \$ 20,730.0000
C.2 Full Size, 4 Wheel Drive, Regular or Extended Cab Pickup Truck 250-gallon water tank	\$ 3,455.0000	x 1	x 6	= \$ 20,730.0000

**C.3 - Total Option Year Vehicle Costs  
(Sum of C.1 and C.2)**

\$ 41,460.0000

\*\*Includes maintenance of vehicles, vehicle fuel, replacement vehicles.

Routine and Periodic Cleaning Services

(For Base Work in accordance with the Contract and inclusive of all labor, equipment, materials and supplies)

<u>Service</u>	<u>Estimated Hourly Charge (December 1, 2013 - May 31, 2014)</u>	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Semi-Annual Charge</u>
D.1 Cleaning Services (Routine and Periodic)	\$ 45,120.3	x 10,800	= \$ 487,299.2400
D.2 Cleaning Services (Routine and Periodic)	\$ 46,320.1	x 10,800	= \$ 500,257.0800
D.3 - Total Year One Cleaning Costs (Sum of D.1 and D.2)			<u>\$ 987,556.3200</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

Additional As Needed Labor/Services

	<u>HOURLY CHARGE</u>		<u>ESTIMATED SEMI-ANNUAL HOURS</u>		<u>ESTIMATED SEMI-ANNUAL COSTS</u>
					(December 1, 2013 – May 31, 2014)
E.1. Watch Engineer	\$ <u>58,6200</u>	X	250	=	\$ <u>14,655,0000</u>
E.2 Electrician "A"	\$ <u>106,8000</u>	X	250	=	\$ <u>26,700,0000</u>
E.3 Electrician "DBM"	\$ <u>49,8100</u>	X	250	=	\$ <u>12,452,5000</u>
E.4 Eng. Maintenance Mechanic	\$ <u>53,9600</u>	X	250	=	\$ <u>13,490,0000</u>
E.5 Mechanic Helper	\$ <u>49,0000</u>	X	250	=	\$ <u>12,250,0000</u>
E.6 Carpenter Journeyman	\$ <u>99,1100</u>	X	50	=	\$ <u>4,955,5000</u>
E.7 Dock Builder	\$ <u>95,5300</u>	X	50	=	\$ <u>4,776,5000</u>
E.8 Equipment Operator (For Backhoe)	\$ <u>99,8700</u>	X	50	=	\$ <u>4,993,5000</u>
E.9 Plumber	\$ <u>58,9000</u>	X	50	=	\$ <u>2,945,0000</u>
E.10 Laborer	\$ <u>71,5900</u>	X	50	=	\$ <u>3,577,0000</u>
E.11 Cleaner (Extraordinary)	\$ <u>41,2724</u>	X	50	=	\$ <u>2,063,6200</u>

(June 1, 2014 – November 30, 2014)

E.12. Watch Engineer	\$ <u>60,7900</u>	X	250	=	\$ <u>15,197,5000</u>
E.13 Electrician "A"	\$ <u>108,9300</u>	X	250	=	\$ <u>27,232,5000</u>
E.14 Electrician "DBM"	\$ <u>50,9600</u>	X	250	=	\$ <u>12,740,0000</u>
E.15 Eng. Maintenance Mechanic	\$ <u>55,6800</u>	X	250	=	\$ <u>13,920,0000</u>
E.16 Mechanic Helper	\$ <u>50,8100</u>	X	250	=	\$ <u>12,702,5000</u>
E.17 Carpenter Journeyman	\$ <u>100,8600</u>	X	50	=	\$ <u>5,043,0000</u>
E.18 Dock Builder	\$ <u>99,3300</u>	X	50	=	\$ <u>4,966,5000</u>
E.19 Equipment Operator (For Backhoe)	\$ <u>103,3300</u>	X	50	=	\$ <u>5,166,5000</u>
E.20 Plumber	\$ <u>61,4500</u>	X	50	=	\$ <u>3,072,5000</u>
E.21 Laborer	\$ <u>74,9400</u>	X	50	=	\$ <u>3,747,0000</u>
E.22 Cleaner (Extraordinary)	\$ <u>42,3699</u>	X	50	=	\$ <u>2,118,5000</u>

**E.23) ESTIMATED OPTION YEAR ADDITIONAL LABOR/SERVICES COSTS TOTAL**

\$208,765,1200  
(Sum of Items E.1 through E.22)

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

**Additional As Needed Labor/Services (Off-Hours Rate)**

Off Hour Rates shall cover work performed on Port Authority recognized Holidays, Evenings and Weekends

	<u>HOURLY CHARGE</u> (December 1, 2013 – May 31, 2014)		<u>ESTIMATED SEMI-ANNUAL HOURS</u>		<u>ESTIMATED SEMI-ANNUAL COSTS</u>
F.1 Watch Engineer	\$ 78,9800	X	250	=	\$ 19,745.0000
F.2 Electrician "A"	\$ 136,8500	X	250	=	\$ 34,212.5000
F.3 Electrician "DBM"	\$ 64,8500	X	250	=	\$ 16,212.5000
F.4 Eng. Maintenance Mechanic	\$ 72,0800	X	250	=	\$ 18,020.0000
F.5 Mechanic Helper	\$ 64,7400	X	250	=	\$ 16,185.0000
F.6 Carpenter Journeyman	\$ 127,6700	X	50	=	\$ 6,382.5000
F.7 Dock Builder	\$ 121,2500	X	50	=	\$ 6,062.5000
F.8 Equipment Operator (For Backhoe)	\$ 133,8700	X	50	=	\$ 6,693.5000
F.9 Plumber	\$ 79,5300	X	50	=	\$ 3,976.5000
F.10 Laborer	\$ 89,9200	X	50	=	\$ 4,496.0000
F.11 Cleaner (Extraordinary)	\$ 46,5459	X	50	=	\$ 2,327.3000

(June 1, 2014 – November 30, 2014)

F.12 Watch Engineer	\$ 81,9500	X	250	=	\$ 20,487.5000
F.13 Electrician "A"	\$ 139,5900	X	250	=	\$ 34,897.5000
F.14 Electrician "DBM"	\$ 66,3300	X	250	=	\$ 16,582.5000
F.15 Eng. Maintenance Mechanic	\$ 74,3500	X	250	=	\$ 18,587.5000
F.16 Mechanic Helper	\$ 67,1600	X	250	=	\$ 16,790.0000
F.17 Carpenter Journeyman	\$ 130,2800	X	50	=	\$ 6,513.0000
F.18 Dock Builder	\$ 126,1000	X	50	=	\$ 6,305.0000
F.19 Equipment Operator (For Backhoe)	\$ 139,2500	X	50	=	\$ 6,962.5000
F.20 Plumber	\$ 82,9500	X	50	=	\$ 4,147.5000
F.21 Laborer	\$ 94,2000	X	50	=	\$ 4,710.0000
F.22 Cleaner (Extraordinary)	\$ 47,7836	X	50	=	\$ 2,389.1800

**F.23) ESTIMATED ADDITIONAL OPTION YEAR LABOR/SERVICES COSTS TOTAL**

= \$ 272,689,9800

(Sum of items F.1 through F.22)

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

Net Cost

Contractor's discount or mark-up inserted below is to remain firm for the term.

	Estimated Option Year <u>Net Amount</u>	Bidders <u>%Discount or % Markup***</u>	Bidders <u>\$ Discount or %Markup</u>
G.1 Material and Equipment	\$200,000	x <u>5.0000</u> %	= \$ <u>10,000.0000</u>
G.2 Net Material and Equipment Price			+ \$ <u>200,000.00</u>
<b>G.3) Estimated Option Year Net Cost Price</b> (Sum of items G.1 and G.2)			\$ <u>210,000.0000</u>

\*\*\*Please quote four places to the right of decimal. For example:  
Discounts = -2.1234%    Markups = 2.1234%

Trash Removal

	Price per <u>10 C/Y Pick-up</u>	Estimated Semi-Annual Number of <u>10 C/Y Pick-ups</u>	Estimated Semi- Annual Price
	(December 1, 2013 – May 31, 2014)		
H.1 10 Cubic Yard Container	\$ <u>250.0000</u>	x 39	= \$ <u>9,750.0000</u>
	(June 1, 2014 – November 30, 2014)		
H.2 10 Cubic Yard Container	\$ <u>250.0000</u>	x 39	= \$ <u>9,750.0000</u>
<b>H.3) Estimated Option Year Trash Removal Price</b> (Sum of items H.1 and H.2)			\$ <u>19,500.0000</u>

Snow Removal

(Inclusive of all labor, equipment, materials and supplies)

	Price per <u>Inch</u>	Estimated Semi-Annual Number of <u>Inches***</u>	Estimated Semi- Annual Price
	(December 1, 2013 – May 31, 2014)		
L1 Snow Removal	\$ <u>3700.2260</u>	x 20 inches	= \$ <u>74,014.5200</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

(June 1, 2014 – November 30, 2014)

I.2 Snow Removal \$ 3,799.1283 x 20 inches = \$ 75,982.5700

I.3) Estimated Option Year Snow Removal Price \$ 149,997.0900  
(Sum of items I.1 and I.2)

\*\*\*Accumulation shall be as determined and indicated by the National Weather Service for the County of New York, Borough of Manhattan, in the City of New York.

Painting Services

(Inclusive of all labor, equipment, materials and supplies)

	Price per Square Foot		Estimated Semi-Annual Number of Square Feet**** (December 1, 2013 – May 31, 2014)		Estimated Semi- Annual Price
I.1 Painting	\$ <u>0.9500</u>	x	2,500	=	\$ <u>2,375.0000</u>

(June 1, 2014 – November 30, 2014)

I.2 Painting \$ 0.9500 x 2,500 = \$ 2,375.0000

J.3) Estimated Option Year Painting Price \$ 4,750.0000  
(Sum of items J.1 and J.2)

\*\*\*\*Price per square foot includes all surface preparation, including repairs of cracks and total number of coats as required by the Manager.

ALLOWANCES

(Authorization required by the Port Authority prior to use of allowances)

	Estimated Year 1 Total Allowances
K.1) Subcontracting (for unanticipated work/services)	\$60,000.00
K.2) S.W.A.C. (Contractor Background Screening)	\$5,000.00
K.3) Total Estimated Year One Allowance (Sum of items K.1 and K.2)	<u>\$65,000.00</u>

**CONTRACTOR PRICING SHEETS**  
**OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)**  
**OPTION YEAR**

**SUMMARY**

L.1	Estimated Management Fee (From Item "A.3")	\$ <u>1,142,473.0100</u>
L.2	Estimated Operations & Maintenance Labor Services (From Item "B.13")	\$ <u>1,226,947.8000</u>
L.3	Estimated Vehicle Charge (From Item "C.3")	\$ <u>41,460.0000</u>
L.4	Estimated Routine & Periodic Cleaning Services (From Item "D.3")	\$ <u>987,556.3200</u>
L.5	Estimated Price Additional As Needed Labor/Service (From Item "E.21")	\$ <u>208,765.1200</u>
L.6	Estimated Price Additional As Needed Labor/Services (Off Hours Rate) (From Item "F.21")	\$ <u>272,689.9800</u>
L.6	Estimated Net Cost Price (From Item "G.3")	\$ <u>210,000.0000</u>
L.7	Estimated Trash Removal (From Item H.3)	\$ <u>19,500.0000</u>
L.8	Estimated Snow Removal (From Item I.3)	\$ <u>149,997.0900</u>
L.9	Estimated Painting (From Item J.3)	\$ <u>4,750.0000</u>
L.10	Estimated Allowances (From Item K.3)	<u>\$65,000.00</u>
<hr/>		
L.11	<b>ESTIMATED OPTION YEAR CONTRACT PRICE</b> (Sum of Items L.1 through L.10)	\$ <u>4,329,139.30</u>

**CONTRACTOR PRICING SHEETS  
OPERATIONS AND MAINTENANCE AT WTC (Excluding CCP and RWS)  
OPTION YEAR**

**BREAKDOWN OF MANAGEMENT FEE**

<u>ITEM</u>	<u>AMOUNT</u>
<u>RESIDENT MANAGERS</u>	\$ <u>222,000.0000</u>
<u>SUPERVISORS</u>	\$ <u>679,942.5000</u>
<u>ADMIN / CLERICAL</u>	\$ <u>40,098.0100</u>
<u>INSURANCE</u>	\$ <u>12,600.0000</u>
<u>LICENSING</u>	\$ <u>630.0000</u>
<u>HEALTH AND SAFETY TRAINING</u>	\$ <u>13,620.0000</u>
<u>OFFICE EQUIPMENT / SUPPLIES</u>	\$ <u>1,500.0000</u>
<u>CMMS</u>	\$ <u>250.0000</u>
<u>UNIFORMS</u>	\$ <u>7,250.0000</u>
<u>TELEPHONE / CELL SERVICE</u>	\$ <u>16,600.0000</u>
<u>PHONE PURCHASE</u>	\$ <u>800.0000</u>
<u>SMALL TOOLS</u>	\$ <u>500.0000</u>
<u>ADDITIONAL GENERAL / ADMINISTRATIVE</u>	\$ <u>39,876.0000</u>
<u>PROFIT</u>	\$ <u>106,300.5000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

Estimates are shown for bid evaluation only and constitute no guarantee of what quantity, if any, may actually be called for.

Management Fee \*

(Includes increase costs as a result of CCP and RWPS services, if any, i.e.: insurance, administration, etc.)

	<u>Monthly Lump Sum</u> (December 1, 2013 - May 31, 2014)	<u>Number of Months</u>	=	<u>Estimated Semi-Annual Charge</u>
A.1. Management Fee	\$ <u>12,388.2500</u> x	6 Months		= \$ <u>74,329.5000</u>
A.2. Management Fee	\$ <u>12,573.1700</u> x	6 Months		= \$ <u>75,439.0200</u>
A.3 - Total Option Year Management Fee (Sum of A.1 and A.2)				\$ <u>149,768.5200</u>

\*A detailed breakdown of Management Fee is required.

Please note: No direct reimbursement is provided in the Contract for, among other things, drivers of vehicles, uniforms, office clerical staff, office supplies, office telephone service, staff training, overhead, relief, office equipment, general administrative costs and profit, and accordingly the Contractor should consider these costs in determining its Management Fee, monthly lump sum fees, unit prices and hourly charges. The Authority will provide the Contractor with field office space for up to two (2) individuals in support of the performance of the Work including the use of a desktop computer and a telephone for each and as such, these costs shall not be included in the Management Fee. Additionally, in computing the hourly charges please refer to the section entitled "Prevailing Wages" (Section 5) within Attachment C\*, "Contract Specific Terms & Conditions".

Operations and Maintenance of Central Chiller Plant Labor  
(For Base Work in accordance with the Contract)

<u>Position</u>	<u>Hourly Charge</u> (December 1, 2013 - May 31, 2014)	<u>Estimated Semi-Annual Hours</u>	<u>Estimated Number of Positions</u>	=	<u>Estimated Semi-Annual Labor Charge</u>
B.1- Chief Engineer	x \$ <u>72.1100</u>	1040 x	1		= \$ <u>74,994.4000</u>
B.2- Asst. Chief Engineer (CCP)	x \$ <u>63.2100</u>	1040 x	1		= \$ <u>65,738.4000</u>
B.3- Asst. Chief Engineer (RWPS)	x \$ <u>63.2100</u>	1040 x	1		= \$ <u>65,738.4000</u>
B.4- Lead Watch Engineer	x \$ <u>60.8000</u>	1248 x	1		= \$ <u>75,878.4000</u>
B.5- Watch Engineer	x \$ <u>58.6200</u>	1248 x	1		= \$ <u>73,157.7600</u>
B.6- Watch Engineer	x \$ <u>58.6200</u>	1040 x	6		= \$ <u>365,788.8000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

(June 1, 2014 -- November 30, 2013)

B.7- Chief Engineer	x \$ <u>74,840</u>	1040 x	1	=	\$ <u>77,319,6000</u>
B.8- Asst. Chief Engineer (CCP)	x \$ <u>66,8500</u>	1040 x	1	=	\$ <u>69,524,0000</u>
B.9- Asst. Chief Engineer (RWPS)	x \$ <u>66,8500</u>	1040 x	1	=	\$ <u>69,524,0000</u>
B.10- Lead Watch Engineer	x \$ <u>63,0500</u>	1248 x	1	=	\$ <u>78,656,4000</u>
B.11- Watch Engineer	x \$ <u>60,7900</u>	1248 x	1	=	\$ <u>75,865,42</u>
B.12- Watch Engineer	x \$ <u>60,7900</u>	1040 x	6	=	\$ <u>379,329,60</u>

**Total Estimated Option Year O&M of Central Chiller Plant Labor**  
**B.13- \$ 1,471,539,6800**  
 (Sum of Items B.1 through B.12)

Monthly Vehicle Costs

Charge Per Month	Number of Vehicles	Number of Months	Estimated Semi-Annual Vehicle Charge**
(December 1, 2013 - May 31, 2014)			
C.1 Full Size, 4 Wheel Drive, 3/4 Ton, Regular or Extended Cab Pickup Truck with Dual Rear Tires	<u>\$1595,0000</u> x 1	x 6	= \$ <u>9,570,0000</u>
(June 1, 2014 - November 30, 2014)			
C.2 Full Size, 4 Wheel Drive, 3/4 Ton, Regular or Extended Cab Pickup Truck with Dual Rear Tires	<u>\$1595,0000</u> x 1	x 6	= \$ <u>9,570,0000</u>
<b>C.3 - Total Option Year Vehicle Costs</b> (Sum of C.1 and C.2)			\$ <u>19,140,0000</u>

\*\*Includes maintenance of vehicles, vehicle fuel, replacement vehicles.

Additional As Needed Labor/Services

Position	Hourly Charge	Estimated Semi-Annual Hours	Estimated Semi-Annual Labor Charge
(December 1, 2013 - May 31, 2014)			
D.1- Chief Engineer	\$ <u>72,1100x</u>	100	= \$ <u>7211,0000</u>
D.2- Asst. Chief Engineer	\$ <u>63,2100x</u>	250	= \$ <u>15,802,5000</u>
D.3- Lead Watch Engineer	\$ <u>60,800x</u>	1000	= \$ <u>60,800,0000</u>
D.4- Watch Engineer	\$ <u>58,6200x</u>	1000	= \$ <u>58,620,0000</u>
D.5 - Cleaner (Extraordinary)	\$ <u>41,2728x</u>	1000	= \$ <u>41,272,4000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

				(June 1, 2014 – November 30, 2014)	
D.6- Chief Engineer	\$74,300 X	100	=	\$ 7,430,000	
D.7- Asst. Chief Engineer	\$66,500 X	250	=	\$ 16,625,000	
D.8- Lead Watch Engineer	\$63,050 X	1000	=	\$ 6,305,000	
D.9- Watch Engineer	\$60,790 X	1000	=	\$ 6,079,000	
D.10 - Cleaner (Extraordinary)	\$42,369 X	1000	=	\$ 4,236,900	
<b>D.11 - Total Estimated Option Year Additional Labor (Day Rate)</b> (Sum of Items C.1 through C.10)				<b>\$ 37,702,300</b>	

Additional As Needed Labor/Services (Off-Hours Rate)

Off Hour Rates shall cover work performed on Port Authority recognized Holidays, Evenings and Weekends.

Position	Hourly Charge	Estimated Semi-Annual Hours		Estimated Semi-Annual Labor Charge
(December 1, 2013 – May 31, 2014)				
E.1- Chief Engineer	\$98,950 X	100	=	\$ 9,895,000
E.2- Asst. Chief Engineer	\$86,560 X	250	=	\$ 8,164,000
E.3- Lead Watch Engineer	\$82,200 X	1000	=	\$ 8,220,000
E.4- Watch Engineer	\$78,950 X	1000	=	\$ 7,895,000
E.5 - Cleaner (Extraordinary)	\$46,545 X	1000	=	\$ 4,654,500
(June 1, 2014 – November 30, 2014)				
E.6- Chief Engineer	\$102,000 X	100	=	\$ 10,200,000
E.7- Asst. Chief Engineer	\$90,910 X	250	=	\$ 8,527,500
E.8- Lead Watch Engineer	\$85,280 X	1000	=	\$ 8,528,000
E.9- Watch Engineer	\$81,950 X	1000	=	\$ 8,195,000
E.10 - Cleaner (Extraordinary)	\$47,783 X	1000	=	\$ 4,778,300
<b>E.11 - Total Estimated Option Year Additional Labor (Off Hours Rate)</b> (Sum of Items E.1 through E.10)				<b>\$ 48,720,300</b>

Net Cost

Contractor's discount or mark-up inserted below is to remain firm for the term.

	Estimated Option Year Net Amount	Bidders %Discount or % Markup***		Bidders \$ Discount or %Markup
F.1) Material and Equipment	\$200,000	x 5.0000 %	=	\$ 10,000.0000
F.2) Net Material and Equipment Price			+	\$200,000.00
<b>F.3) Estimated Net Cost Price</b> (Sum of Items E.1 and E.2)				<b>\$ 210,000.0000</b>

\*\*\*Please quote four places to the right of decimal. For example:  
Discounts = -2.1234%    Markups = 2.1234%

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

**ALLOWANCES**

**(Authorization required by the Port Authority prior to use of allowances)**

	<u>Estimated Option</u> <u>Year Total Charges</u>
G.1) Subcontracting (for unanticipated work/services)	\$250,000.00
G.2) S.W.A.C. (Contractor Background Screening)	<u>\$5,000.00</u>
G.3) Total Estimated Option Year Allowance (Sum of items G.1 and G.2)	<u>\$255,000.00</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

**SUMMARY SHEET**

H.1	Estimated Management Fee (From Item "A.3")	\$ <u>149,768.5200</u>
H.1	Estimated Operations & Maintenance of Central Chiller Plant (From Item "B.13")	\$ <u>1,471,539.6800</u>
H.2	Estimated Vehicle Charge (From Item "C.3")	\$ <u>19,140.0000</u>
H.3	Estimated Price Additional As Needed Labor/Services (From Item "D.11")	\$ <u>374,062.3000</u>
H.4	Estimated Price Additional As Needed Labor/Services (Off Hours Rate) (From Item "E.11")	\$ <u>487,202.0000</u>
H.5	Estimated Net Cost Price (From Item F.3)	\$ <u>210,000.0000</u>
H.6	Estimated Allowances (From Item G.3)	<u>\$255,000.00</u>
<hr/>		
H.8	ESTIMATED OPTION YEAR CONTRACT PRICE (Sum of Items H.1 through H.7)	\$ <u>2,966,712.5000</u>

**CONTRACTOR PRICING SHEETS**  
**Operations and Maintenance of Central Chiller Plant(s) (CCP)**  
**OPTION YEAR**

**BREAKDOWN OF MANAGEMENT FEE**

<u>ITEM</u>	<u>AMOUNT</u>
<u>ADMIN/CLERICAL</u>	\$ <u>23,550.02<sup>00</sup></u>
<u>INSURANCE</u>	\$ <u>7,400.00<sup>00</sup></u>
<u>LICENSING</u>	\$ <u>370.00<sup>00</sup></u>
<u>HEALTH AND SAFETY/TRAINING</u>	\$ <u>8,880.00<sup>00</sup></u>
<u>CMMS</u>	\$ <u>444.00<sup>00</sup></u>
<u>UNIFORMS</u>	\$ <u>9,900.00<sup>00</sup></u>
<u>TELEPHONE/CELL SERVICE</u>	\$ <u>9,600.00<sup>00</sup></u>
<u>PHONE PURCHASE</u>	\$ <u>400.00<sup>00</sup></u>
<u>SMALL TOOLS</u>	\$ <u>2,200.00<sup>00</sup></u>
<u>ADDITIONAL GENERAL/ADMINISTRATIVE</u>	\$ <u>24,594.00<sup>00</sup></u>
<u>PROFIT</u>	\$ <u>62,430.50<sup>00</sup></u>
<u> </u>	\$ <u> </u>

CONTRACTOR PRICING SHEETS  
SUMMARY SHEET  
OPTION YEAR

ESTIMATED CONTRACT PRICE  
(FROM O&M PRICING SHEET L.11)

\$ 4,329,139.3000

ESTIMATED CONTRACT PRICE  
(FROM CCP PRICING SHEET H.8)

\$ 2,966,712.5000

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ESTIMATED TOTAL OPTION YEAR CONTRACT PRICE  
(SUM OF THE LINES ABOVE)

\$ 7,295,851.8000

#### 4. CALCULATION OF HOURLY RATE FORM

##### INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Proposer's or Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Proposer or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_  
 WTC Site  
 CLEANING SUPERVISOR  
 YEAR ONE MINIMUM WAGE: \$24.97

**FULL-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 25.04  
 NUMBER OF EMPLOYEES 2

**ITEM #2**  
 AVERAGE HEALTH BENEFITS HEALTH \$ 6.71

**ITEM #3**  
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.63</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.86</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.72</u>	<u>10</u>
PENSION	\$ <u>2.26</u>	
WELFARE	\$ <u>0.18</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.11</u>	
SPECIFY <u>PERSONAL</u>		

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 36.61 sub total 1, 2 & 3

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>2.09</u>
N.Y.S.U.L./N.J.S.U.L.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.33</u>
WORKERS' COMPENSATION	\$ <u>1.37</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.26</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE	\$ <u>0.09</u>
SPECIFY <u>COMMUTER</u>	

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.82</u>
MATERIALS	\$ <u>0.65</u>
SUPPLIES	\$ <u>1.65</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.51</u>
SPECIFY <u>TELECOM</u>	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.89

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 45.54

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site  
CLEANER

YEAR ONE MINIMUM WAGE: \$22.97

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 22.97  
NUMBER OF EMPLOYEES 6

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 6.71

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.58</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.79</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.66</u>	<u>10</u>
PENSION	\$ <u>2.26</u>	
WELFARE	\$ <u>0.18</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.10</u>	

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 34.25 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.92</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.03</u>
F.U.L.	\$ <u>0.30</u>
WORKERS' COMPENSATION	\$ <u>1.26</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.83</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE	\$ <u>0.09</u>

SPECIFY COMMITTEE

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.75</u>
MATERIALS	\$ <u>0.53</u>
SUPPLIES	\$ <u>1.52</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.46</u>

SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.83

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.57

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site

PORTER

YEAR ONE MINIMUM WAGE: \$12.97

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 22.97

NUMBER OF EMPLOYEES \_\_\_\_\_

ITEM #2

AVERAGE HEALTH BENEFITS \$ 6.71

HEALTH

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ 0.58 6.6

VACATION ALLOWANCE \$ 0.79 15

SICK TIME ALLOWANCE \$ 0.66 10

PENSION \$ 2.26

WELFARE \$ 0.18

OTHER SUPPLEMENTAL BENEFITS \$ 0.10

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 34.25 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 1.92

N.Y.S.U.I./N.J.S.U.I. \$ 0.00

F.U.I. \$ 0.30

WORKERS' COMPENSATION \$ 1.76

GENERAL LIABILITY INSURANCE \$ 0.33

DISABILITY INSURANCE \$ -

OTHER TAXES AND INSURANCE \$ 0.09

SPECIFY COMMUTER

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ -

UNIFORMS \$ 0.10

EQUIPMENT \$ 0.75

MATERIALS \$ 0.63

SUPPLIES \$ 1.52

RELIEF \$ -

ROLL CALL \$ -

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 0.46

SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.83

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.57

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site

CLEANING SUPERVISOR

YEAR ONE MINIMUM WAGE: \$14.97

PART-TIME EMPLOYEES FORM

**ITEM #1**  
AVERAGE HOURLY DIRECT WAGES \$ 25.04  
NUMBER OF EMPLOYEES 2

**ITEM #2**  
AVERAGE HEALTH BENEFITS  
HEALTH \$ 6.71

**ITEM #3**  
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.63</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.86</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.72</u>	<u>10</u>
PENSION	\$ <u>2.26</u>	
WELFARE	\$ <u>0.18</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.11</u>	

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 36.51 sub total 1, 2 & 3

**ITEM #4**  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>2.04</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.33</u>
WORKERS' COMPENSATION	\$ <u>1.37</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.36</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE	\$ <u>0.09</u>

SPECIFY COMMUTER

**ITEM #5**  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.82</u>
MATERIALS	\$ <u>0.68</u>
SUPPLIES	\$ <u>1.65</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.51</u>

SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.84

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 45.54

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_  
 WTC Site  
 CLEANER

YEAR ONE MINIMUM WAGE: \$22.97

**PART-TIME EMPLOYEES FORM**

**ITEM #1**  
 AVERAGE HOURLY DIRECT WAGES \$ 22.97  
 NUMBER OF EMPLOYEES 6

**ITEM #2**  
 AVERAGE HEALTH BENEFITS HEALTH \$ 6.71

**ITEM #3**  
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.50</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.74</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.66</u>	<u>10</u>
PENSION	\$ <u>2.22</u>	
WELFARE	\$ <u>0.18</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.10</u>	
SPECIFY <u>PERSONAL</u>		
SUB TOTAL (ITEMS # 1, 2 & 3)	\$ <u>34.25</u>	sub total 1, 2 & 3

**ITEM #4**  
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.92</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.80</u>
WORKERS' COMPENSATION	\$ <u>1.26</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.33</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE	\$ <u>0.09</u>
SPECIFY <u>COMMUTER</u>	

**ITEM #5**  
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.75</u>
MATERIALS	\$ <u>0.63</u>
SUPPLIES	\$ <u>1.52</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.46</u>
SPECIFY <u>TELECOM</u>	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.83  
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.57

BIDDER NAME: Cyan Energy Services BID NUMBER \_\_\_\_\_

WTC S#  
PORTER

YEAR ONE MINIMUM WAGE: 522.97

**PART-TIME EMPLOYEES FORM**

**ITEM #1**  
AVERAGE HOURLY DIRECT WAGES \$ 22.97  
NUMBER OF EMPLOYEES 1

**ITEM #2**  
AVERAGE HEALTH BENEFITS HEALTH \$ 6.71

**ITEM #3**  
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.58</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.79</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.86</u>	<u>10</u>
PENSION	\$ <u>2.76</u>	
WELFARE	\$ <u>0.18</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.10</u>	
SPECIFY <u>PERSONAL</u>		
SUB TOTAL (ITEMS # 1, 2 & 3)	\$ <u>34.25</u>	sub total 1, 2 & 3

**ITEM #4**  
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.92</u>
N.Y.S.U.L./N.J.S.U.I.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.30</u>
WORKERS' COMPENSATION	\$ <u>1.26</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.33</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE	\$ <u>0.89</u>
SPECIFY <u>COMPUTER</u>	

**ITEM #5**  
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.75</u>
MATERIALS	\$ <u>0.83</u>
SUPPLIES	\$ <u>1.52</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.46</u>
SPECIFY <u>TELECOM</u>	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.83

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 42.57

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

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

BIDDER NAME: Crown Energy Service BID NUMBER \_\_\_\_\_  
WTC Site

CLEANING SUPERVISOR  
OPTION YEAR MINIMUM WAGE: \$25.29

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 25.54  
NUMBER OF EMPLOYEES 2

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 7.09

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.65</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.88</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.73</u>	<u>10</u>
PENSION	\$ <u>2.36</u>	
WELFARE	\$ <u>0.10</u>	
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>PERSONAL</u>	\$ <u>0.11</u>	

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 37.45 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>2.13</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.33</u>
WORKERS' COMPENSATION	\$ <u>1.40</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.36</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE SPECIFY <u>COMMITTEE</u>	\$ <u>0.69</u>

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.24</u>
MATERIALS	\$ <u>0.70</u>
SUPPLIES	\$ <u>1.65</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>TELECOM</u>	\$ <u>0.51</u>

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.91

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 46.62

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site  
CLEANER

OPTION YEAR MINIMUM WAGE: \$23.27

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 23.42  
NUMBER OF EMPLOYEES 6

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 7.09

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.69</u>	<u>66</u>
VACATION ALLOWANCE	\$ <u>0.81</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.67</u>	<u>10</u>
PENSION	\$ <u>2.36</u>	
WELFARE	\$ <u>0.10</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>0.10</u>	

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 35.14 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.L.C.A.	\$ <u>1.96</u>
N.Y.S.U.L./N.J.S.U.I.	\$ <u>0.08</u>
F.U.I.	\$ <u>0.31</u>
WORKERS' COMPENSATION	\$ <u>1.28</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.83</u>
DISABILITY INSURANCE	\$ <u>---</u>
OTHER TAXES AND INSURANCE	\$ <u>0.09</u>

SPECIFY COMMUTER

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>---</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.77</u>
MATERIALS	\$ <u>0.64</u>
SUPPLIES	\$ <u>1.52</u>
RELIEF	\$ <u>---</u>
ROLL CALL	\$ <u>---</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>0.46</u>

SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.85

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.50

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site

PORTER

OPTION YEAR MINIMUM WAGE: \$23.27

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 23.42  
NUMBER OF EMPLOYEES 1

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 7.09

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.59</u>	<u>6.6</u>
VACATION ALLOWANCE	\$ <u>0.81</u>	<u>15</u>
SICK TIME ALLOWANCE	\$ <u>0.67</u>	<u>10</u>
PENSION	\$ <u>2.36</u>	
WELFARE	\$ <u>0.10</u>	
OTHER SUPPLEMENTAL BENEFITS SPECIFY <u>PERSONAL</u>	\$ <u>0.10</u>	

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 35.14 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.96</u>
N.Y.S.U.L/N.J.S.U.L	\$ <u>0.88</u>
F.U.L	\$ <u>0.31</u>
WORKERS' COMPENSATION	\$ <u>1.28</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.33</u>
DISABILITY INSURANCE	\$ <u>-</u>
OTHER TAXES AND INSURANCE SPECIFY <u>COMMUTER</u>	\$ <u>0.69</u>

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>0.16</u>
EQUIPMENT	\$ <u>0.77</u>
MATERIALS	\$ <u>0.64</u>
SUPPLIES	\$ <u>1.52</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY <u>TELECOM</u>	\$ <u>0.46</u>

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.85

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.58

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site

CLEANING SUPERVISOR

OPTION YEAR MINIMUM WAGE: \$25.29

PART-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 25.54  
NUMBER OF EMPLOYEES 2

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 7.09

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ 0.65 66  
VACATION ALLOWANCE \$ 0.88 15  
SICK TIME ALLOWANCE \$ 0.73 10  
PENSION \$ 2.36  
WELFARE \$ 0.10  
OTHER SUPPLEMENTAL BENEFITS \$ 0.11

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 37.45 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 2.13  
N.Y.S.U.L./N.J.S.U.I. \$ 0.00  
P.U.L. \$ 0.33  
WORKERS' COMPENSATION \$ 1.40  
GENERAL LIABILITY INSURANCE \$ 0.36  
DISABILITY INSURANCE \$ -  
OTHER TAXES AND INSURANCE \$ 0.09

SPECIFY COMMUTER

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ -  
UNIFORMS \$ 0.16  
EQUIPMENT \$ 0.84  
MATERIALS \$ 0.70  
SUPPLIES \$ 1.65  
RELIEF \$ -  
ROLL CALL \$ -  
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 0.51

SPECIFY \_\_\_\_\_

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.91

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 46.62

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site  
CLEANER

OPTION YEAR MINIMUM WAGE: \$23.27

PART-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 23.42  
NUMBER OF EMPLOYEES 6

ITEM #2

AVERAGE HEALTH BENEFITS HEALTH \$ 7.09

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ 0.59 6.6  
VACATION ALLOWANCE \$ 0.81 15  
SICK TIME ALLOWANCE \$ 0.67 10  
PENSION \$ 2.36  
WELFARE \$ 0.10  
OTHER SUPPLEMENTAL BENEFITS \$ 0.10  
SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 35.14 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 1.96  
N.Y.S.U.L./N.J.S.U.L. \$ 0.08  
F.U.L. \$ 0.31  
WORKERS' COMPENSATION \$ 1.28  
GENERAL LIABILITY INSURANCE \$ 0.33  
DISABILITY INSURANCE \$ -  
OTHER TAXES AND INSURANCE \$ 0.09  
SPECIFY COMMUTER

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ -  
UNIFORMS \$ 0.16  
EQUIPMENT \$ 0.77  
MATERIALS \$ 0.64  
SUPPLIES \$ 1.52  
RELIEF \$ -  
ROLL CALL \$ -  
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 0.46  
SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.85

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.58

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

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

BIDDER NAME: Crown Energy Services BID NUMBER \_\_\_\_\_

WTC Site

PORTER

OPTION YEAR MINIMUM WAGE: \$23.27

**PART-TIME EMPLOYEES FORM**

**ITEM #1**

AVERAGE HOURLY DIRECT WAGES \$ 23.42  
NUMBER OF EMPLOYEES 1

**ITEM #2**

AVERAGE HEALTH BENEFITS \$ 7.09  
HEALTH

**ITEM #3**

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ 0.59 6.6  
VACATION ALLOWANCE \$ 0.81 15  
SICK TIME ALLOWANCE \$ 0.67 10  
PENSION \$ 2.86  
WELFARE \$ 0.10  
OTHER SUPPLEMENTAL BENEFITS \$ 0.10

SPECIFY PERSONAL

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 35.14 sub total 1, 2 & 3

**ITEM #4**

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ 1.96  
N.Y.S.U.L./N.J.S.U.L. \$ 0.08  
F.U.L. \$ 0.31  
WORKERS' COMPENSATION \$ 1.28  
GENERAL LIABILITY INSURANCE \$ 0.33  
DISABILITY INSURANCE \$ -  
OTHER TAXES AND INSURANCE \$ 0.09

SPECIFY COMMUTER

**ITEM #5**

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ -  
UNIFORMS \$ 0.16  
EQUIPMENT \$ 0.77  
MATERIALS \$ 0.64  
SUPPLIES \$ 1.62  
RELIEF \$ -  
ROLL CALL \$ -  
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ 0.46

SPECIFY TELECOM

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 0.85

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 43.58

**ATTACHMENT C – SPECIFICATIONS, TABLE OF CONTENTS**

**ATTACHMENT C – SPECIFICATIONS, TABLE OF CONTENTS..... 1**

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    Exhibit A – Port Authority High Tension System Rules and Procedures  
    Exhibit B – Central Chiller Plant (CCP) Equipment List

## ATTACHMENT C – SPECIFICATIONS

### 1. Specific Definitions

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

The term "clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from all surfaces to the satisfaction of the Manager.

The term "common area" shall be interpreted as any shared area within the World Trade Center (WTC) site that may be available for use by more than one Contractor, Consultant or any other individual in order to gain access to their specific work zone(s).

The term "Manager" or "Managers" shall mean the PA Manager(s) assigned to this Contract.

The terms "Work Site" and "Facility", or words of similar import, shall mean the World Trade Center Site and contiguous exterior areas including sidewalks, roadways and parking lots.

The term "Full-Time Employee" shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hour requirement.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in this Scope of Work, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

### 2. Staffing

#### A. Management and Supervision

The Contractor shall assign a Resident Manager whose presence at the Work Site is required during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday and at such other times as the Manager may require, excluding designated holidays. However, the Manager reserves the right to change or rotate the work schedule on an as-needed basis to reflect changing job situations.

The Resident Manager and Supervisors assigned hereunder shall be able to speak and write in the English language.

**The Manager shall have the right to approve any Resident Manager or Supervisor proposed by the Contractor for assignment hereunder.**

The Resident Manager so assigned shall serve as the Contractor's representative at the Work Site and shall have day-to-day responsibility for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which work is being performed hereunder; overall supervision of assigned staff; scheduling of work; ordering of equipment,

material and supplies and training of employees. The Contractor's Resident Manager shall also be available to the Manager at such times as the Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect work being performed hereunder and to receive such instructions, directives or information as the Manager may wish to transmit. Resident Managers and/or Supervisors cannot leave the Facility during their respective shift without prior notification to, and approval of, the Manager. If the Resident Manager is absent for any reason, such as vacation or personal reasons, the Contractor is required to designate an individual to assume these responsibilities until the Resident Manager returns.

The Resident Manager shall have a minimum of ten (10) years' experience in facility and building management services, including at least two (2) years' experience in construction site maintenance. The Resident Manager shall possess a minimum of ten (10) years' experience in the management of maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at the WTC Site, which the Contractor is obligated to maintain under this Contract.

The Resident Manager must be able to communicate effectively in writing and orally in English as well as have solutions to problems and make clear and succinct recommendations. The Resident Manager shall also command a work force to ensure productive results. The Resident Manager shall:

- Be familiar with all Contract requirements and to assure that they are properly performed.
- Be responsible for the performance of a qualified and reliable staff for all scopes of services.
- Evaluate all equipment and systems operationally and to provide the Manager with a list of deficient items and recommendations for improvements/repairs.
- Maintain an effective energy conservation program.
- Carry out policies and procedures concerned with safety and work methods.
- Assure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
- Establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment.
- Be responsible for maintaining a high quality of service at minimum cost when subcontracting work that on-site personnel cannot perform.
- Maintain the work order system for the control and assignment of all routine and non-routine maintenance. This system is to include the work performed, where performed, personnel assigned and time and material estimates.
- Assure that work responsibilities are allocated properly among staff by developing and implementing labor schedules, and work methods and procedures designed to obtain low cost and efficient operations.
- Be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
- Regularly and systematically analyze the performance effectiveness of the scope of services and to initiate corrective action when necessary.
- Perform periodic preventive maintenance and safety inspections.
- Be responsible for all matters relating to the Contractor's management, administration and coordination of all the scopes of services provided for in the Contract. The Resident Manager shall be available, at the times specified in this clause, to the Manager or his

- duly authorized representative for the purpose of promptly attending to and complying with orders, and directions, whether written or oral, concerning the performance of work.
- Implement all requests from the Manager for maintenance of the systems, equipment and components included in this Contract; supervise the Contractor's personnel on-site and coordinate the response of the Contractor's staff so as to ensure the prompt and efficient performance of repairs and services required under this Contract.
  - Coordinate the activities of Contractor personnel for which the Contractor is responsible under this Contract, for the purpose of inspecting, maintaining or repairing the systems, equipment and components at the Work Site.
  - Coordinate with the Manager the monitoring of the performance of said Contractor personnel and procedures, record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components at the Work Site.
  - Administer and coordinate all matters relating to the scope of services performed under the Contract.
  - Handle any problems that might arise in the performance of the scope of services.

The Resident Manager shall devote his/her time exclusively to his/her responsibilities in connection with the work to be performed under this Contract.

If the Resident Manager does not perform to the satisfaction of the Manager then, upon written notice from the Manager, the Contractor shall remove the Resident Manager and replace him/her with a Resident Manager satisfactory to the Manager. The Contractor shall not remove the Resident Manager without the prior written approval of the Manager.

The Contractor shall provide supervisory personnel ("Supervisors") during all work hours sufficient to ensure adherence to the requirements of this Contract. At no time will the number of Supervisors present be less than one (1). The Supervisors shall be present seven (7) days per week, twenty-four (24) hours per day including holidays. The Supervisors shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager at the Facility, regarding the performance of the work specified in the Contract and job inspection tours of the premises. Supervisors will maintain a daily log, which will be subject to review by the Manager at any time. The log will detail such items as planned work, work accomplished, significant happenings on the shift, i.e., vandalism, etc., and other such activities that depict the activities during the respective shift.

Supervisors assigned hereunder shall have at least ten (10) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience, including references, as the Manager may request. The Contractor shall also provide the Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Port Authority may waive the requirement of ten (10) years prior experience with respect to such individual.

The Contractor's Resident Manager and any Supervisor shall be provided by the Contractor with an Authority-approved cellular phone / two-way radio and shall respond to the Manager within fifteen (15) minutes of receiving notice.

The Contractor shall provide the Manager twenty-four (24)-hour contact information, including primary residence telephone numbers and alternate phone numbers of all supervisory personnel for use in emergency notifications and shall be updated whenever the information changes.

Supervisors shall devote their entire time to immediate supervision of the personnel performing the operations and maintenance and general cleaning work required hereunder and they shall not be assigned to the performance of administrative tasks.

The cost for the Resident Manager and Supervisors shall be borne by the Contractor as a cost included in the Management Fee and shall not be separately billable hereunder.

#### **B. Labor and Required Staffing**

The Contractor shall furnish competent and adequately trained personnel to perform the services required under this Contract. Before they are permitted to perform services under this Contract, and from time to time during their performance of services under this Contract if they are approved, the Manager will review with the Contractor the number, identification, qualifications, reliability and other background data of all workers, including any managerial and supervisory personnel employed in the performance of the Contract at the Work Site.

The Contractor shall submit a proposed staffing plan for Operations and Maintenance that shall show staff by title and function, hours and days of work, for a seven (7)-day work week. Such staffing plan shall meet the minimum requirements specified and shall be subject to change and approval by the Port Authority.

The Manager may increase or decrease the number of the Contractor's personnel at the site as well as the time worked by them and may direct the Contractor to reassign any personnel to perform similar work at other locations at the site, or to remove any personnel as may be necessary or desirable in the Manager's sole opinion for the operation of the Facility. The Manager shall make such adjustments to the Contractor's compensation as may be appropriate in each case pursuant to the clause of the Contract entitled "Increases and Decreases In Areas or Frequencies" and the provisions of the Contractor's Pricing Sheets.

If an employee does not perform the Services to be furnished in a proper manner and to the satisfaction of the Manager, the Contractor shall remove such employee and replace him/her within twenty-four (24) hours of being so notified in writing by the Manager, with a person satisfactory to the Manager. In addition, the Contractor shall not remove or transfer from the Work site any employee, whether or not he/she is to be replaced with another employee, without notifying and receiving the approval of the Manager.

#### **C. Staffing Descriptions**

The following general descriptions of each worker classification are intended to outline the duties of each such classification. They are not intended to describe fully all duties to be performed by workers of such classification.

##### **i) Operations and Maintenance (O&M) Tour Supervisor**

The Contractor shall provide Tour Supervisors, to be approved by the Port Authority Manager, whose presence at the Facility is required twenty-four (24) hours a day seven (7)

days a week and have a minimum of ten (10) years' experience performing maintenance of mechanical, plumbing and electrical systems comparable to that at the work site, including at least two (2) years' experience at construction sites.

Additionally each O&M Tour Supervisor must possess the same qualifications as either the Watch Engineer position requirements or the Electrician position requirements, including licenses.

Supervisory personnel shall mean only the Resident Manager and the O&M Tour Supervisors assigned full-time to the Facility and physically located at the Facility site with the approval of the Manager. Specifically excluded under this definition are other of the Contractor's management personnel who may be concerned with the administration of this Contract, or the supervision of contract administration, or the supervision of personnel involved in recruitment, bookkeeping or other clerical work related to this Contract, or any other person who may work away from the Facility site, either part time or full time.

The Contractor's O&M Supervisory staff shall all be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager. The Contractor's workers, in turn, will receive their orders, directions and instructions from the Supervisory staff. It is the intent of this Section that the Port Authority, through its personnel, shall not be required to supervise workers directly. However, during emergency situations and in the absence of any of the Contractor's supervisory personnel, workers shall be instructed to receive, and put into effect, instructions directly issued by the Manager.

In the event the Contractor's workers become unavailable to the Facility due to a strike or other reason, the Contractor is responsible to operate the mechanical and electrical systems and shall provide, to the limits of available labor-hours, the mechanical system maintenance necessary to allow continued operation of the respective systems.

The selection and placement of the Contractor's personnel shall be subject to the review and approval of the Manager. If any of the personnel do not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, then, upon written notice from the Manager, the Contractor shall remove any such person and replace them with personnel satisfactory to the Manager. As a corollary to this, the Contractor shall not remove any of its personnel employed at the Facility under this Contract and replace such personnel with others without the prior written approval of the Manager.

ii) Watch Engineer (WE)

The required Watch Engineers shall be licensed refrigeration machine operators. Each of the Watch Engineers shall hold and maintain a Refrigeration Machine Operators license (unlimited capacity) as issued by the City of New York Fire Department and a Chlorofluorocarbon (CFC) Universal Certification as issued by the United States Environmental Protection Agency (EPA). A Pesticide license as issued by the EPA for cooling towers (7G) and experience using a building management system (BMS) is also required.

Under the general supervision of the Resident Manager or O&M Tour Supervisor, the Watch Engineer makes alterations, operates, repairs, maintains, and installs new parts on heating systems, ventilating systems, refrigeration systems, air conditioning systems, air handling systems, low pressure boilers, fire protection systems, and various other utility systems, including the auxiliary equipment, pneumatic and electric controls, gauges, meters, alarms instruments, and devices. The Watch Engineer trouble-shoots, tests and diagnoses problems in a variety of plant/facility systems and is responsible for the security and satisfactory operation of a plant/facility on all tours. The Watch Engineer leads and monitors the work of lower journey-level and semi-skilled workers in the proper testing, operation and maintenance of plant/facility systems and equipment.

The Watch Engineer must have a minimum of five (5) years' experience at operating and maintaining mechanical systems and equipment of similar type and capacity as those in the Facility.

Other requirements:

- High school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Extensive knowledge of plumbing, hot/cold water distribution; fire protection systems including wet/dry sprinkler and stand pipe systems; pumps; air compressors, water treatment; soldering, brazing and welding.
- Electrical experience including inspection, service and repair of 208/220 and 277/480 power distribution systems.
- Ability to read and understand mechanical drawings and specifications.
- Have a working knowledge of codes pertaining to mechanical systems and other related equipment.
- Demonstrated leadership ability to supervisor and monitor work activities of lower journey-level and semi-skilled workers.
- Have the ability to write reports and fill out consumption reports and daily Plant log.

### iii) Maintenance Mechanic

Under the general supervision of the Resident Manager, O&M Supervisor and/or the working supervision of the Watch Engineer, performs a variety of duties in the operation, maintenance, repair and alteration of facility systems and related auxiliary equipment. Duties may involve air conditioning and ventilation systems, pneumatic and electrical controls, high and low pressure boilers and additional duties including general building maintenance, testing and repairing fire protection systems.

The Maintenance Mechanic must have a minimum of three (3) years' experience in the operation and maintenance of utility systems including high/low pressure boilers and related equipment. The candidate must be generally familiar with the same systems and equipment as listed under the Watch Engineer.

Other requirements:

- High school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Must possess experience in the general structural maintenance field including the maintenance of:

- Doors and door hardware
- General carpentry
- Painted and tiled wall surfaces
- Roofing, weatherproofing
- Other architectural furnishings
- Lighting system components
- Plumbing

iv) Electrician

Under the general supervision of the Resident Manager, O&M Supervisor and/or the working supervision of the Watch Engineer, will perform a variety of duties in maintaining, troubleshooting, repairing and installations/alterations of electrical systems.

The Electrician(s) must have a minimum of five (5) years' experience in maintaining, troubleshooting, repairing and installations/alterations of electrical systems. The candidate must be completely familiar with basic principles and theory of electricity, trade practices, applicable codes and safety precautions of the electrical trade. The candidate must be a New York City Journeyman A-card Electrician. The Contractor shall also provide a minimum of three (3) High Voltage Operators/Electricians. High Voltage Operators/Electricians shall have satisfactorily completed high voltage courses offered by Consolidated Edison of NY.

Other requirements:

- High school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Must not be colorblind.
- Maintains and repairs a variety of electrical equipment such as transformers, light and power systems, motors and motor starters, relays, switches, oil and air circuit breakers, solenoid valves, batteries and battery charging equipment, security and fire alarm systems, street/parking lot lighting, fans, HVAC and boiler controls.
- Inspects, checks and troubleshoots defects in equipment.
- Installs conduit, cable, wiring and electrical equipment and fixtures in the alteration or extension of existing electrical systems. Runs extension of overhead and underground distribution systems, splices cable, installs motors, relays, protective devices, light fixtures and similar components of electrical systems.
- Estimates materials and tools necessary for job.
- Make emergency repairs to electrical systems, fire alarms, HVAC systems, etc.
- May perform other comparable related electrical work as required.
- Must be able to be certified to operate under the Port Authority High Tension System Rules and Procedures - Exhibit A.

**D. Approval of Staffing**

The Contractor shall submit to the Manager, within five (5) days of receipt of award, a list of all workers he proposes to employ under this Contract. The list shall include the following: the name, address, work classification of each worker, all licenses, a brief outline of qualifications and experience and/or past employment history, shift or tour to be worked, and

any other data that the Manager may require. Along with such submittal, the Contractor shall submit a certification that each such employee is qualified to perform all of his anticipated duties under this Contract and meets all of the requirements provided for in the Specifications for his work classification. Once the Manager approves the list of workers, no change may be made without his/her approval.

The Contractor shall notify the Manager in writing of any changes in the terms and conditions of any wage rates of all the Contractor's personnel employed at the site.

All persons engaged by the Contractor for the performance of its obligations under this Contract shall be at all times the officers, agents, employees or representatives, as the case may be, of the Contractor, and not those of the Port Authority.

### **3. Vehicles**

One (1) ¾-ton 4-wheel drive pickup truck, either regular or extended cab, with snow plow attachment. One (1) ¾-ton 4-wheel drive pickup truck, either regular or extended cab, with dual rear tires. One (1) 4-wheel drive 250-gallon water tank truck for dust control, which can be a modified pickup truck, shall be required for this Contract.

The Manager will have the absolute right to inspect these vehicle at any time throughout the term of this Contract. All vehicles used by the Contractor must be not more than five (5) model years old with less than 50,000 miles at the commencement of this Contract.

All vehicles shall be in sound and safe mechanical condition, clean and neat at all times, and maintained to manufacturers specifications. All vehicles shall have a permanently affixed Contractor emblem, decal or insignia at all times.

The Port Authority shall reimburse the Contractor up to the monthly cost for vehicle for such purposes inserted by the Contractor on the Cost Proposal Form/Pricing Sheets for the applicable year, times the number of months.

In the event that any vehicle is damaged, or is in need of repair and such repairs can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repairs and provide a replacement vehicle at no cost or expense to the Port Authority, in lieu of said vehicle with a vehicle of the same style and type as the one being repaired. Such replacement vehicle shall be subject to the prior approval of the Manager.

In the event that any vehicle is destroyed, or so damaged, or is in need of such repairs that cannot be completed in fifteen (15) days, said vehicle shall be removed from and no longer in use under this Contract. In the event of such permanent removal, the Contractor shall, at no cost or expense to the Port Authority, replace said vehicle with another vehicle meeting the requirements set forth herein.

At the Commencement of this Contract and each Option Period, if any, the Manager shall determine whether a vehicle meets the requirements set forth above. Any vehicle deemed unacceptable shall be replaced by the Contractor at no additional costs to the Port Authority.

During the term of this Contract, the Port Authority may permit the Contractor to park Contractor-provided vehicles at no charge to the Contractor in such locations as may be designated by the Manager. No parking will be provided for privately owned vehicles.

The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automobile vehicles in any parking area at the Facility or for the safety and proper identification of such vehicles. The Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at anytime by the Manager. The Port Authority shall have no responsibility of any kind whatsoever with respect to such vehicles including, without limitation, any responsibility for the loss, theft, destruction, or damage to said vehicle or any contents therein. No other rights or privileges in connection with parking of motor vehicles at the Facility are, or shall be deemed to be, granted to the Contractor under this Contract.

#### **4. Work Required by the Specifications**

The services of the Contractor shall generally consist of, but are not limited to the following tasks:

- 4.1 – FACILITY SYSTEMS OPERATIONS & MAINTENANCE
- 4.2 – OPERATIONS AND MAINTENANCE OF CENTRAL CHILLER PLANT (CCP)
- 4.3 – CLEANING

The Contractor shall provide these services to ensure that applicable work is to the satisfaction of the Port Authority in accordance with the Port Authority approved contract documents, the highest standards of workmanship, quality, safety and budget as well as adherence to all rules, regulations, codes and laws within the jurisdiction of the WTC Site.

#### **4.1 Facility Systems Operations & Maintenance**

##### **4.1.1 Performance Work Statement**

The Contractor shall provide all administrative, management, supervision, labor, materials, supplies, repair parts, tools and equipment; and shall plan, schedule, coordinate, inspect and ensure effective and economical completion of all work and services specified for the operations, maintenance, repair, general cleaning and custodial, integrated pest control, and related services specified in this Contract for the WTC Site.

##### **4.1.2 Facility Systems**

###### **General Requirements**

The Contractor shall establish and document a maintenance program that embodies the elements of preventive maintenance, predictive maintenance, and reliability centered maintenance. A copy of this program shall be provided to the Port Authority within thirty (30) days of receipt of award/contract. Using this program, the Contractor shall be responsible for the performance of all routine and scheduled maintenance, non-routine repair

and maintenance, and emergency repairs required for continuous operation (24 hours per day, seven days per week including holidays) of each of the components, subsystems, and systems at the WTC Site.

A Supervisor shall always be available at the Work Site by telephone twenty-four (24) hours a day, seven (7) days a week including all holidays. A listing of all shift supervisors telephone numbers and shift time will be provided to the Authority. This requirement can be fulfilled by maintaining a universal service call number that can be reached at any time via telephone. i.e., a clerk takes the calls during the normal business hours and the calls are forwarded to the Tour Supervisors' two way radio(s)/mobile telephone(s) on the off hours, as approved by the Authority. The functions of this element include, but are not limited to, the following:

- Receipt of work requests from the Manager.
- Notification to maintenance supervisors of work requests received.

The Contractor shall develop, in a stand-alone volume(s), and shall implement the maintenance schedule and procedures that supplement the minimum requirements for routine maintenance. A copy of these maintenance procedures shall be submitted to the Port Authority for approval not later than thirty (30) days after receipt of award/contract. The procedures shall include, but are not limited to:

- A list of all equipment under this Contract that is subject to maintenance and/or repair and segregated into three categories: run to failure; routine; and critical.
- Calibration requirements to include calibration standards equipment with traceability.
- Consumables to include lubricants, normal repair items, tools and support items required for the accomplishment of the established procedure for an item of Facility equipment.
- Maintenance performance standards.
- Operating parameters for the Facility equipment.
- Quality controls.
- Short, intermediate, and long-term maintenance procedures.
- Tours by shift to determine the operational status and condition of the Facility equipment.

The components, subsystems, and systems may have operation, maintenance and repair requirements necessary to sustain the warranty associated with the item. The Contractor shall be responsible for the performance of such operation, maintenance and repair without additional reimbursement from the Port Authority.

The Contractor shall, as required by the Port Authority, prepare and submit reports stating the condition of all equipment along with recommendations for corrective actions that would improve the reliability, decrease maintenance and operating cost, or improve energy conservation. In addition, the Contractor shall make available, any information required or desired by the Port Authority regarding the maintenance, condition, operation, or recommendations for repair of all components, subsystems, and systems covered by this Contract. Reports and other data conveyed to the Authority will consist of two (2) copies (paper) plus one (1) copy in an electronic media acceptable to the Authority.

At the Authority's expense, the Contractor will be provided with office space for up to two (2) individuals, including the use of a desktop computer and a telephone for each, and shall

maintain all reference materials including information on equipment warranties and guarantees acquired during the course of maintenance operations. The Contractor shall comply with the Authority's computer and telephone policies. Such information shall include, but is not limited to: operations and maintenance manuals, catalog cut sheets, manufacturer's maintenance instructions, shop drawings, sketches, and sources of replacement parts or qualified service and technical assistance. All such information shall be the property of the Port Authority. The information shall be used by the Contractor as part of the Contractor's operation and shall be organized and maintained in an orderly fashion or system that supports the maintenance activity. Within thirty (30) days following receipt of award/contract, the Contractor shall provide the Port Authority with a list of the available reference material. Annually thereafter, the Contractor shall provide the Authority with a list of updates to the reference material. No reference material will be deleted or removed from the Contractor's offices without the approval of the Port Authority.

During the term of this Contract, the Port Authority may issue other contracts that result in upgrade or replacement of components, subsystems, and systems covered by this Contract. The Contractor shall support the Port Authority in the accomplishment of these other contracts to avoid interferences and disruption in continuity of operations of the components, subsystems, and systems.

The Contractor shall input data associated with each operation, maintenance, and repair activity into an Authority approved network Computerized Maintenance Management System (CMMS). The Contractor shall obtain such a CMMS to include one license for use by the Port Authority. Data input shall be accomplished within thirty-six (36) hours of the activity initiation and closure.

Data shall include, but is not limited to, the following:

- All costs including labor
- Consumables used
- Equipment involved
- Labor hours
- Location of activity
- Repair parts used
- Subcontractor participation.

The Contractor shall develop and implement plans acceptable to the Port Authority for events requiring unique or special handling. A copy of the plans will be provided to the Port Authority within thirty (30) days of Contract award. These events may involve and include, but are not limited to, the following:

- Airborne contaminants
- Chemicals
- Confined space
- Lockout/tagouts
- Materials – vapor and liquid – under high pressure
- Petroleum products

- Immediately upon the Contractor's discovery of any breakdown, malfunction or damage, or signs of disrepair in any item to be maintained hereunder, the Contractor shall:
  - Place such "Out of Order" or warning signs as are appropriate and secure the equipment to prevent public use utilizing substantial barriers. Such signs shall be furnished by the Contractor and shall remain in place until necessary repairs are completed; and
  - Advise the Authority of the situation and immediate actions initiated.

All repairs and adjustments to the Facility systems are required to be made immediately after notice thereof. The Contractor's staff responding to calls is required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or materials within the period designated by the Manager but in no event later than two (2) hours following the Manager's concurrence that such labor and/or materials are required. Such delay in performing the repair shall require the approval of the Manager or his designee. Under no circumstances shall a system remain un-repaired or out-of-service for more than twenty-four (24) consecutive hours.

#### **4.1.3 Replacement of Materials and Parts**

The Contractor shall stock, keep and maintain a stockroom that may be assigned by the Manager that allows quick access in the station facilities, a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs without delay.

The Contractor shall stock at a location provided by the Authority, at the Authority's expense, such parts and materials as may reasonably be foreseen as necessary for the performance of any maintenance or repair that must be commenced within two (2) hours of notice pursuant to the provisions of the Contract.

The Contractor shall first submit to the Port Authority for its approval the name of the item, the identifying number therefor, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price, or if supplied by the Contractor the price that the Authority is to be billed, and the price when it is necessary for the Contractor to replace any part or item of material during the performance of work under this Contract. The Authority will have the option of a) approving same; or b) supplying said material to the Contractor itself provided it is of equal quality to that proposed by the Contractor. The Manager, at his sole discretion, can require the Contractor to obtain three (3) bids for tools, equipment and/or materials required for work.

#### **4.1.4 Personnel Requirements**

The Contractor shall furnish competent and adequately trained and qualified personnel to perform the Work required hereunder. Maintenance shall be performed by Journeyman Watch Engineers, Maintenance Mechanics, Journeyman Electricians and DBM Electricians, competently supervised, who shall be qualified to keep all equipment and systems adjusted and repaired and in proper operating condition.

Staffing Plans for Operations and Maintenance Services must be approved by the Port Authority. The following are minimum staffing requirements under the Contract:

There shall always be one New York City Licensed Watch Engineer on duty twenty-four (24) hours a day seven (7) days a week including weekends and holidays.

The Contractor shall provide a minimum of one (1) Journeyman A-card Electrician and one (1) DBM Electrician from 07:00AM to 3:00PM Monday through Friday, except for Port Authority observed Holidays. These Electricians will also be on-call nights and weekends and must respond within one (1) hour when called in. The anticipated hours of work shall be as follows:

Job Classification	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Journeyman Electrician**	Off	7:00AM-3:00 PM	Off				
DBM Electrician**	Off	7:00AM-3:00 PM	Off				
Watch Engineer*	7:00AM-3:30 PM	7:00AM-3:30 PM	7:00AM-3:30 PM	7:00AM-3:30 PM	7:00AM-3:30 PM	7:00AM-3:30 PM	7:00AM-3:30 PM
Watch Engineer*	3:00PM-11:30 PM	3:00PM-11:30 PM	3:00PM-11:30 PM	3:00PM-11:30 PM	3:00PM-11:30 PM	3:00PM-11:30 PM	3:00PM-11:30 PM
Watch Engineer*	11:00 PM-7:30 AM	11:00PM-7:30 AM					
Engineering Maintenance Mechanic*	Off	7:00AM-3:30 PM	Off				
Mechanic Helper*	Off	7:00AM-3:30 PM	Off				

\*\*Includes unpaid 1-hour meal break. \*Includes unpaid ½-hour meal break.

- A. The Contractor shall supply and maintain two-way radio(s)/mobile telephones with full Tri-State (NY, NJ, Conn.) area coverage for all maintenance personnel utilized to perform maintenance activities of this Contract. Additionally, the Contractor shall provide one (1) two-way radio(s)/mobile telephones, as approved by the Authority, with full radio and telephone capabilities to the Authority for its use in managing this Contract.
- B. The Contractor shall submit to the Port Authority the names, addresses, mobile and home telephone numbers of all personnel who will perform work under this Contract.
- C. The Contractor shall furnish maintenance personnel to perform the services under this Contract. None of the officers, agents, employees, personnel or other representatives of the Contractor shall be deemed employees of the Port Authority for any purpose. At any given time during the period this Contract is in effect, the Port Authority may determine the number of personnel under each category to be employed by the Contractor at the work site as well as the number of shifts per day. The Port Authority

will give notice to the Contractor, and the Contractor shall obtain such number of personnel and be responsible for their indoctrination and training in the systems and procedures of the WTC Site and of this Contract.

- D. The Contractor shall supply trained and qualified personnel for vacation and sick leave relief of all personnel assigned to this Contract.
- E. The Contractor shall prepare, maintain, and have available for the Port Authority's inspection a personnel file for each person employed under this Contract. Such files shall include, but are not limited to, licenses, certifications, information relative to any disciplinary procedures or hearings, education, occupational training, employment history, on-the-job injuries, absence records, contact number(s), emergency contact number(s), tool issuance records and other such information as the Port Authority deems appropriate. All personnel are subject to random drug and alcohol screening at any time. No employee shall be permitted to Work under this Contract without approval of the Port Authority.
- F. All Contractor employees shall have the ability to communicate in the English language to the extent necessary to comprehend oral or written directions and shall hold a current and valid Driver's License. In addition, all employees shall pass OSHA annual medical clearance and fitness testing for personal respirators.
- G. The Contractor shall instruct its personnel and ensure that no gratuities, favors, or other things of value shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons using facilities provided by the Port Authority.
- H. The Contractor shall supply upon request of the Authority additional labor, including but not limited to, Watch Engineer, Electrician, DBM Electrician, Engineering Maintenance Mechanic, Mechanic Helper, Carpenter Journeyman, Dock Builder, Equipment Operator, Plumber, Laborer, Cleaner, or Exterminator, and said labor rate shall be as listed on the Contractor's Pricing Sheets.

#### **4.1.5 Emergency Call-In Service**

- A. Contractor personnel should report to area of concern within two (2) hours of an Emergency Call-In Service request by the Authority. Emergency Call-In shall include, but is not limited to:
  - Investigation, operation, adjustment, or repair of any equipment stoppage or other operational problem which, in the sole opinion of the Port Authority, cannot be routinely handled by Contractor's personnel so that the equipment is restored to proper operation at the earliest possible time.
- B. In the event the Contractor is directed by the Port Authority to perform any Emergency Call-In Service as herein defined, the Contractor shall be compensated at the hourly rates inserted on the Contractor's Pricing Sheets for actual hours worked. The Port Authority will not compensate the Contractor's personnel performing Emergency Call-In Service for:
  - Travel time
  - Tolls incurred
  - Mileage.

#### **4.1.6 Specific Requirements**

##### **4.1.6.1 Operation And Maintenance Services: Electrical Systems**

- A. The Contractor shall perform the operations, maintenance and repair functions associated with satisfactory operation and maintenance of the electrical systems located in the site's common areas only.
- B. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.
- C. The Contractor shall accomplish the:
- Operations, maintenance, and repair of the electrical system with such precautions as may be necessary to protect all personnel from an unsafe condition.
  - Operation, maintenance and repair of the Facility electrical power distribution system; e.g., 460/265 and 208/120 Volt systems and systems utilizing other Voltage levels, including but not limited to all overcurrent protection devices, wiring, conduit systems, switchgear, energy control and monitoring devices.
  - Operation, maintenance and repair of the emergency generator, the emergency electrical distribution system, automatic transfer switches and related controls.
- D. The Contractor shall accomplish the operation, maintenance and repair of miscellaneous common area systems including, but not limited to:
- Construction site lighting
  - Security lighting
  - Various security systems, including but not limited to, computer systems, CCTV systems, intrusion prevention/detection systems
  - Emergency generators
  - Illuminated signs and directories
  - Lightning protectors
  - All exterior lighting located in common areas, Central Chiller Plant(s) and Power Distribution Center.
  - All miscellaneous electrical systems located in common areas, Central Chiller Plant(s) and Power Distribution Center
  - High Tension distribution systems
- E. The Contractor shall accomplish the operation, maintenance, repair and relamping of all electrical lighting systems in accordance with the accepted maintenance and the furnishing and installation of the fluorescent lamps, including those contained in ballasts as required to correct lighting fixture malfunctions. Relamping and cleaning of incandescent, high intensity discharge and fluorescent lighting fixtures shall be in accordance with the established schedule. All other relamping shall be performed on a spot basis; spot relamping shall be completed within one week of notification to the Contractor for interior areas or one week for exterior area unless otherwise permitted by the Authority.

- F. The Contractor shall provide lamp and fixture materials for the accomplishment of spot relamping with the exception of fluorescent lamps, which will be provided by the Port Authority at no cost to the Contractor.
- G. The Contractor shall accomplish the relamping at hours when such will not interfere with the normal operations of the Port Authority.
- H. The Contractor shall accomplish the relocation and installation of electrical branch and feeder wiring circuits and termination devices, lighting fixtures and other types of electrical consumption devices.
- I. The Contractor shall determine the root cause of failure associated with any repair. If the cause of the breakdown is determined to be the result of other than a system defect, e.g., leaks, improper installation, heat, moisture, etc., then the cause shall be reported to the Port Authority before continuing the repairs.

**4.1.6.2 Operation, Maintenance and Repair Services: General Utility Maintenance**

- A. The Contractor, as directed by the Port Authority, shall also provide a variety of services in the mechanical, plumbing, electrical, and general utility areas, located in the site common areas.
- B. The Contractor, as directed by the Port Authority, shall provide additional services for accomplishment of maintenance, repairs, and other activities. This service may include, but is not limited to, the following:
  - Erect barriers and rope off areas as required or directed by the Port Authority
  - Install safety matting as required during inclement weather
  - Log utility meter readings
  - Maintain a current reference and knowledge of the location of all electrical switches and circuit breakers and plumbing shutoffs and valves
  - Maintain all flagpoles and halyards
  - Maintenance and repair of all paved surfaces and roadways utilizing temporary cold-patch, hot asphalt or concrete as applicable
  - Maintenance and repair of all miscellaneous and ornamental metal items, including chain link fence, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits and skirt panels
  - On request, uncrate materials received by the Port Authority
  - Perform plumbing repairs as directed by the Port Authority including repairs required in restrooms and toilet areas within the site common areas
  - Refinish interior surfaces as required and repaint mechanical and electrical equipment, piping, and surfaces as required
  - Remove and replace broken glass and mirrors located in the Complex
  - Repair damaged roadways, ramps, and parking areas as required
  - Repair of any miscellaneous concrete items such as sidewalk, concrete decks, etc., due to chipping, cracking or spalling

- Set up holiday and special event displays, barriers, signs and posters

**C. Supplies and Equipment Supplied by the Port Authority**

The Port Authority will make all reasonable required amounts of water available to the Contractor from such existing specific water system outlet and supplies as the Manager selects without cost to the Contractor for the water it consumes. All water shall be carefully conserved and protected from contamination through the use of backflow devices or air gaps, as approved by New York City Department of Environmental Protection.

**4.2 OPERATIONS AND MAINTENANCE OF CENTRAL CHILLER PLANT (CCP)**

Ex: (4)

**4.2.1 Performance Work Statement**

The Contractor shall provide all administrative, management, supervision, labor, materials, supplies, repair parts, tools and equipment; and shall plan, schedule, coordinate, inspect and ensure effective and economical completion of all work and services specified for the operations, maintenance, repair, general cleaning and custodial, and related services specified in this Contract for the World Trade Center Redevelopment Department (WTCRD).

**4.2.2 CCP and RWPS Systems**

**General Requirements**

The Contractor shall establish and document a maintenance program that embodies the elements of preventive maintenance, predictive maintenance, and reliability centered maintenance. This program will include, but is not limited to, supporting programs such as, but not limited to, vibration analysis and oil analysis programs. A copy of this program shall be provided to the Port Authority thirty (30) days after receipt of Award. Using this program, the Contractor shall be responsible for the performance of all routine and scheduled maintenance, non-routine repair and maintenance, and emergency repairs required for continuous operation [twenty-four (24) hours per day, seven (7) days per week including holidays] of each of the components, subsystems, and systems at the WTC Site.

The Contractor shall establish and maintain a "service call desk." This requirement can be fulfilled by maintaining a universal service call number that can be reached at any time via telephone. i.e., a clerk takes the calls during the normal business hours and the calls are forwarded to the Tour Supervisors' mobile telephone(s) on the off hours. The functions of this element include but are not limited to the following:

- Receipt of work requests from personnel assigned to or using the Facility.
- Notification to maintenance supervisors of work requests received.

The Contractor shall develop, in a stand-alone volume(s), and shall implement the maintenance schedule and procedures that supplement the minimum requirements for routine maintenance. A copy of these maintenance procedures shall be submitted to the Port Authority for approval no later than thirty (30) days after Contract award. The procedures shall include, but are not limited to:

- A list of all equipment subject to maintenance and/or repair and segregated into three categories: run to failure; routine; and critical
- Calibration requirements to include calibration standards equipment with traceability
- Consumables to include lubricants, normal repair items, tools and support items required for the accomplishment of the established procedure for an item of Facility equipment
- Maintenance performance standards
- Operating parameters for the Facility equipment
- Quality controls
- Short, intermediate, and long term maintenance procedures
- Tours by shift to determine the operational status and condition of the Facility equipment

The components, subsystems, and systems may have operation, maintenance and repair requirements necessary to sustain the warranty associated with the item. The Contractor shall be responsible for the performance of such operation, maintenance and repair without additional reimbursement from the Port Authority.

The Contractor shall, as required by the Port Authority, prepare and submit reports stating the condition of all equipment along with recommendations for corrective actions that would improve the reliability, decrease maintenance and operating cost, or improve energy conservation. In addition, the Contractor shall make available, any information required or desired by the Port Authority regarding the maintenance, condition, operation, or recommendations for repair of all components, subsystems, and systems covered by this Contract. Reports and other data conveyed to the Authority will consist of two (2) copies (paper) plus one (1) copy in an electronic media acceptable to the Authority.

The Contractor shall maintain on-site all reference materials including information on equipment warranties and guarantees acquired during the course of maintenance operations. Such information shall include, but is not limited to: operations and maintenance manuals, catalog cut sheets, manufacturer's maintenance instructions, shop drawings, sketches, and sources of replacement parts or qualified service and technical assistance. All such information shall be the property of the Port Authority. The information shall be used by the Contractor as part of the Contractor operation and shall be organized and maintained in an

orderly fashion or system that supports the maintenance activity. Within thirty (30) days following Contract award, the Contractor shall provide the Port Authority with a list of the available reference material. Annually thereafter, the Contractor shall provide the Authority with a list of updates to the reference material. No reference material will be deleted or removed from the site without the approval of the Port Authority.

During the term of this Contract, the Port Authority may issue other contracts that result in upgrade or replacement of components, subsystems, and systems covered by this Contract. The Contractor shall support the Port Authority in the accomplishment of these other contracts to avoid interferences and disruption in continuity of operations of the components, subsystems, and systems.

The Contractor shall input data associated with each operation, maintenance, and repair activity into a network Computerized Maintenance Management System (CMMS). The Contractor shall obtain such a CMMS to include one license for use by the Port Authority. Data input shall be accomplished within thirty-six (36) hours of the activity initiation and closure.

Data will include, but is not limited to, the following:

- All costs including labor
- Consumables used
- Equipment involved
- Labor hours
- Location of activity
- Repair parts used
- Subcontractor participation.

The Contractor shall develop and implement plans for activities requiring unique or special handling. The plans shall be subject to the acceptance of the Port Authority. A copy of the plans will be provided to the Port Authority within thirty (30) days following acceptance of the proposal. These activities may involve and include, but are not limited to, the following:

- Airborne contaminants
- Chemicals
- Confined space
- Lockout/tagouts
- Materials – vapor and liquid – under high pressure
- Petroleum products
- Immediately upon the Contractor's discovery of any breakdown, malfunction or damage, or signs of disrepair in any item to be maintained hereunder, the Contractor shall:
  - Place such "Out of Order" or warning signs as are appropriate and secure the equipment to prevent public use utilizing substantial barriers. Such signs shall be furnished by the Contractor and shall remain in place until necessary repairs are completed; and
  - Advise the Authority of the situation and immediate actions initiated.

- All repairs and adjustments to the Facility systems are required to be made immediately after notice thereof. The Contractor's staff responding to calls is required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or materials within the period designated by the Manager but in no event later than two (2) hours following the Manager's concurrence that such labor and/or materials are required. Such delay in performing the repair shall require the approval of the Manager or his designee. Under no circumstances shall a system remain un-repaired or out-of-service for more than one hundred and twenty (120) consecutive hours.

#### **4.2.3 Replacement of Materials and Parts**

The Contractor shall stock, keep and maintain in a stockroom that may be assigned by the Manager that allows quick access in the station facilities, a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs without delay.

The Contractor shall stock such parts and materials as may reasonably be foreseen as necessary for the performance of any maintenance or repair that must be commenced within two (2) hours of notice pursuant to the provisions of the Contract.

The Contractor shall first submit to the Port Authority for its approval the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that the Authority is to be billed therefore when it is necessary for the Contractor to replace any part or item of material during the performance of work under this Contract. The Authority will have the option of a) approving same; or b) supplying said material to the Contractor itself provided it is of equal quality to that proposed by the Contractor. The Manager, at his sole discretion, can require the Contractor to obtain three (3) bids for tools, equipment and/or materials required for work.

#### **4.2.4 Operation and Maintenance Services: Heating, Ventilating, Air Conditioning, Mechanical, and Plumbing Systems**

- A. The Contractor shall perform the operations, maintenance and repair functions associated with satisfactory operation and maintenance of the heating, ventilating, air conditioning, mechanical, control, and plumbing systems in the CCP and RWPS.
- B. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.
- C. The Contractor shall accomplish the operation, maintenance and repair of:
  - Heating, ventilating, air-conditioning, mechanical, and plumbing systems with such precautions as may be necessary to protect all personnel from an unsafe condition.
  - All boilers and ancillary equipment in such a manner that requirements are satisfied in a safe and energy efficient manner.
  - All heating, ventilation and air conditioning systems, subsystems, components, associated pumps and all ancillary equipment, including but not limited to, heating

and ventilation fan units, cabinet and unit heaters, induction units, steam traps, expansion joints, piping supports, temperature, pressure and flow indicating devices.

- D. The Contractor shall accomplish the operation, maintenance and repair of all plumbing systems and ancillary equipment in the CCP and RWPS. This includes but is not limited to:
- Domestic cold water distribution system with connections to all fixtures and equipment requiring domestic water including water service connections, house pumps and water heaters, and plumbing fixtures.
  - Domestic hot water distribution system with connections to all fixtures and equipment requiring domestic hot water including water heaters, circulating pumps, balancing rigs, exhaust ducting and breaching, etc.
  - Fuel storage tanks, related pumping equipment, strainers, valves, gauges, piping and hose connections, and miscellaneous equipment.
  - Sanitary drainage and venting systems including all sewage ejectors and sump pumps.
  - Storm drainage systems and all related pumping equipment.
  - Testing and certifying of backflow preventers in accordance with the State of New York, Department of Health, Bureau of Public Water Supply Protection.
- E. The Contractor shall accomplish the operation, maintenance and repair of the complete gas distribution system including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment, etc.
- F. The Contractor shall accomplish the operation, maintenance and repair of all heat tracing elements and related controls on piping systems located outside heated areas.
- G. The Contractor shall accomplish the operation, maintenance and repair of all controls and interlocking control wiring, including, but not limited to, freeze protection devices and connections, indicator lights and internal fan equipment.
- H. The Contractor shall accomplish the operation, maintenance and repair of the water treatment and pumping systems and make-up water conditioning systems.
- I. The Contractor shall establish written procedures together with record keeping forms, both acceptable to the Port Authority, to assure the performance of the operations and maintenance functions identified herein. All records shall be furnished to the Port Authority on a timely basis as may be directed by the Port Authority. All records shall be the property of the Port Authority.

**4.2.4.1 Operation and Maintenance Services: Electrical Systems for the CCP and RWPS**

- A. The Contractor shall perform the operations, maintenance and repair functions associated with satisfactory operation and maintenance of the electrical systems.
- B. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.
- C. The Contractor shall accomplish the:

- Operations, maintenance, and repair of the electrical system with such precautions as may be necessary to protect all personnel from an unsafe condition.
  - Operation, maintenance and repair of the Facility electrical power distribution system; e.g., 480/277 and 208/120 Volt systems and systems utilizing other Voltage levels, including but not limited to all overcurrent protection devices, wiring, conduit systems, switchgear, energy control and monitoring devices.
  - Operation, maintenance and repair of the emergency generator, the emergency electrical distribution system, automatic transfer switches and related controls.
- D. The Contractor shall accomplish the operation, maintenance and repair of all electric motors and controllers of the Facility, including, but not limited to, components, subsystems and systems of the following:
- Domestic water and Dewatering pumps
  - Fire pumps
  - Heating, ventilating and air conditioning systems including fan motors, filter advance mechanisms, and controls
  - Mechanical systems
  - Miscellaneous motors
- E. The Contractor shall accomplish the operation, maintenance and repair of miscellaneous systems including, but not limited to:
- Construction site lighting
  - Security lighting
  - Various security systems, including but not limited to computer systems, CCTV systems, intrusion prevention/detection systems
  - Emergency generators
  - Illuminated signs and directories
  - Lightning protectors
  - All interior and exterior lighting
  - All miscellaneous electrical systems
  - High-tension distribution systems
- F. The Contractor shall accomplish the operation, maintenance, repair and relamping of all electrical lighting systems in accordance with the accepted maintenance and the furnishing and installation of the fluorescent lamps, including those contained in workstations, and ballasts as required to correct lighting fixture malfunctions. Relamping and cleaning of incandescent, high intensity discharge and fluorescent lighting fixtures shall be in accordance with the established schedule. All other relamping shall be performed on a spot basis; spot relamping shall be completed within one week of notification to the Contractor for interior areas or one week for exterior area unless otherwise permitted by the Authority.

- G. The Contractor shall provide lamp and fixture materials for the accomplishment of spot relamping with the exception of fluorescent lamps, which will be provided by the Port Authority at no cost to the Contractor.
- H. The Contractor shall accomplish the relamping at hours when such will not interfere with the normal operations of the Port Authority.
- I. The Contractor shall accomplish the relocation and installation of computer cabling for the Port Authority's teleprocessing equipment, terminals, and output devices.
- J. The Contractor shall accomplish the relocation and installation of electrical branch and feeder wiring circuits and termination devices, lighting fixtures and other types of electrical consumption devices.
- K. The Contractor shall determine the root cause of failure associated with any repair. If the cause of the breakdown is determined to be the result of other than a system defect, e.g., leaks, improper installation, heat, moisture, etc., then the cause shall be reported to the Port Authority before continuing the repairs.

#### **4.2.4.2 Operation, Maintenance and Repair Services: General Utility Maintenance**

- A. The Contractor, as directed by the Port Authority, shall also provide a variety of services in the mechanical, plumbing, electrical, structural, and general utility areas.
- B. The Contractor, after Contract award shall provide services for accomplishment of maintenance, repairs, and other activities. This service may include, but is not limited to, the following:
  - Disassemble, relocate, and reassemble office partitions, including telephone, power and office automation connectors and restoration of all surfaces to an acceptable condition
  - Erect barriers and rope off areas as required or directed by the Port Authority
  - Install safety matting as required during inclement weather
  - Log utility meter readings
  - Maintain a current reference and knowledge of the location of all electrical switches and circuit breakers and plumbing shutoffs and valves
  - Maintenance and repair of all miscellaneous and ornamental metal items, including chain link fence, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits and skirt panels
  - Maintenance and repair of all stairways and ramps including masonry stair treads, risers and landings and metal safety treads
  - Maintenance and repair of doors, including hollow metal doors, glass entrance doors, aluminum doors and roll up doors
  - Maintenance and repair of masonry, including brick and concrete block
  - Maintenance of miscellaneous caulking including, but not limited to, all horizontal and vertical control and construction joints

- On request, uncrate materials received by the Port Authority
- Perform plumbing repairs as directed by the Port Authority including repairs required in restrooms and toilet areas
- Refinish interior surfaces as required and repaint mechanical and electrical equipment, piping, and surfaces as require
- Remove and replace broken glass and mirrors
- Remove and replace defective ceramic and resilient flooring materials, including vinyl type, quarry, and mosaic tile. All carpet tile repair and repair of a "minor" nature shall be made by the Contractor as part of this Contract
- Repair and maintain all vinyl, painted and tile wall surfaces
- Repair and/or replace acoustical ceiling materials including ceiling tile, grid work, and hangers
- Repair and/or replace defective hardware, including but not limited to, door hinges and closers. Overhaul of door closers by authorized service vendors shall be performed by the Contractor on a net cost reimbursable basis upon approval of the Port Authority and will be paid for under the provision entitled "Extra Work".
- Repair of damaged architectural precast units, including patching to match existing finish

Ex. (4)

**Material Exempt Under  
Exemption (4)**

- 11- Updating Standard Operating Procedures
- 12- Safety Inspections

Additionally, the systems to be maintained as necessary are:

- 1- Chiller maintenance
- 2- BMS maintenance
- 3- Fire Life Safety maintenance
  - a. Fire Alarm
  - b. Sprinkler Systems
  - c. Fire Pump (Located within the HUB program)
- 4- Central Station monitoring
- 5- Electrical maintenance
  - a. Variable Frequency Drive's
  - b. Switchgear
  - c. MCC panels
  - d. Infra-red
- 6- Leak detection maintenance (Refrigerant)
- 7- Roster of Routines program
- 8- Metering check and calibration
- 9- Cathode system maintenance
- 10- Trash removal for RWPS
- 11- Security system maintenance
- 12- Water Treatment
- 13- River Water inspections
  - a. Piping
  - b. Intakes
  - c. Outfall
- 14- River Water Pipe maintenance
- 15- Vibration Analyses (Pumps and Motors)

#### Trash Removal

One (1) ten (10) cubic yard container shall be delivered and placed by the Contractor at the location (To be determined by the Port Authority), on the date and for the period of time as designated by the Manager. The Manager will notify the Contractor twenty-four (24) hours prior to the time delivery of the container is required and will specify the location where the container is to be placed. Removal/Replacement of the container is to be performed as designated by the Manager. Pickups shall be made between the hours of 5:00 a.m. and 3:00 p.m., unless otherwise directed by the Manager.

### **4.3 CLEANING**

#### **4.3.1 Equipment, Materials and Supplies**

The Contractor in performing the work required hereunder shall use only equipment, materials and supplies approved in advance by the Manager. The supplies that are currently

approved for use are set forth in the Inspection and Safety Division's "List of Approved Materials" which will be made available for viewing at the Facility Inspection.

The Contractor may propose additional equipment, materials and supplies for the Manager's and Inspection and Safety Division's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

The Contractor shall furnish all equipment, supplies and materials necessary to satisfactorily perform all requirements of the Contract. Regardless of any list or guidance provided by the Port Authority pertaining to equipment, supplies or materials, it remains the responsibility of the Contractor to furnish the items necessary to meet the standards of this Contract as appended.

It is the responsibility of the Contractor to maintain an on-site inventory of materials and supplies sufficient for satisfactory performance of this Contract. Shortage or lack of materials shall not be cause for failure to meet these requirements.

All equipment shall be in a new and unused condition on the Commencement Date of the Contract.

Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to: detergents, degreasers, soaps, soap dispensers, sanitizers, deodorizers, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, toilet paper, sanitary napkins, buckets, dust cloths, plastic bags, heavy duty trash liners, polishes, graffiti removal products, sponges and grease/oil absorbent pads and powder. Floor wax shall be premium grade, high gloss, high solid, extra durable, resistant to scuffing and scratching and able to withstand heavy traffic; and its slip coefficient must be approved in advance by the Manager. For possible medical waste cleanup, the Contractor shall have available for use red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary by the Manager for the cleaning of medical waste.

Furthermore, the Contractor shall stock and shall refill, as necessary, all dispensers or containers for liquid soap, paper towels, toilet tissue, sanitary napkins, sanitary napkin disposal bags and toilet seat covers which are located in the seven (7) non-public lavatories and rest rooms, and other areas to be cleaned hereunder. In addition, the Contractor shall maintain an inventory of at least five (5) of each such dispenser and shall repair all such dispensers and containers to keep same in full working order. Repairs or replacement of such dispensers or containers shall be made within twenty-four (24) hours of notice from the Manager.

Should the Manager determine that any such dispenser or container is so damaged as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Port Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor will be reimbursed for the purchase price of the replacement provided that it has supplied a receipt for such purchase to the Manager. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the

approval of the Manager and, until further notice, shall not exceed \$ 0.50 per item unless otherwise authorized by the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Work Site.

The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor at the Site of the Work and the Contractor shall ensure that his inventories meet the levels so established and that all equipment is in proper working order at all times.

The Contractor shall satisfy the Manager prior to the commencement of the Contract that materials, supplies, and equipment sufficient to support all Contract requirements are available as of the commencement date of the Contract.

Following is a partial list of required Contractor equipment. All items must be approved by the Manager prior to use.

**Cleaning Equipment:**

- 55 gallon wet vacuum
- 20 gallon wet vacuum with attachments
- 36" Auto-scrubber
- 24" Auto-scrubber, disc and cylindrical brushes
- Power Sweeper
- Push type vacuum
- Back pack vacuums with HEPA filter
- Upright vacuums (with attachments)
- 21" Floor Scrubbers
- Portable Floor Dryer
- High speed floor buffer
- High pressure steam cleaner
- Power washers
- Manual equipment such as ice choppers, snow shovels, brooms, dust pans, etc.
- Snow blowers

All equipment to be furnished by the Contractor hereunder shall be kept at the Site of the Work at all times during the term of this Contract. Wheeled equipment shall be of such size as to access elevators on platforms and shall be of a maximum length of forty-eight inches (48"), maximum width of thirty inches (30") and weigh less than one thousand pounds (1,000 lbs).

All equipment employed by the Contractor in furnishing services hereunder shall be of such quality as to accomplish the purposes of this Contract and the services furnished hereunder in such manner so as not to wear, tear, mar or otherwise have a harmful effect upon the premises. If at any time, in the opinion of the Port Authority, improper equipment is employed by the Contractor in furnishing services hereunder, the Contractor shall, upon written notice from the Manager, employ such equipment as may be specified in such notice or discontinue for use such equipment as may be specified in such notice, as the case may be.

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

#### Toilet Tissue

The following specification covers single ply toilet tissue in roll form to be provided by the Contractor:

Toilet tissue shall be white, unglazed, soft, strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fibers. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of eighty-two percent (82%) recycled content of which a minimum of thirty-four percent (34%) shall be post consumer.

Tissue shall be in accordance with specifications and shall be uniform in color; trimmed with clear smooth edges (no protrusion of tissue beyond the core ends will be permitted); non-perforated to allow even flow of tissue and shall conform to levels of quality established herein.

The rolls of toilet tissue shall be packaged in conformance with the manufacturer's standards for this product. Each roll shall be securely wrapped and each roll shall show manufacturer's name brand name/number. The product wrapper shall remove freely from the tissue roll. Delivery shall be in unopened cartons for easy removal from delivery vehicle.

#### Physical Requirements of Roll Toilet Tissue:

- Basic Weight (minimum) 10.5
- Tensile Strength, dry 02./inch 14
- Absorbency (maximum) 25 seconds
- Brightness (minimum) 78%

Toilet Tissue Dimensions: Each roll of tissue shall not be less than 2,200 linear feet and shall have a width of not less than 3-15/16 inches, with a diameter of 9.0 inches around the core. The core shall be approximately 3.0 inches (inside diameter).

#### Paper Towels

C-fold paper towels shall be made in accordance with industry practice with respect to holes, tears, wrinkles, cleanliness and foreign materials or dirt. Edges shall be cleanly cut and not ragged. Towels should dispense properly from the cabinet when loaded according to manufacturer's instructions. Towels shall have no disagreeable odor, either wet or dry. The towels should have a surface such as produced by creping or embossing. The C-Fold paper towels shall be furnished and delivered in cardboard packing cases. Each packing case shall show the manufacturer's name, brand name or number and production serial numbers.

Towels shall meet the following range of paper specifications:

Brightness: 78%

Color: White

Tensile Strength-Dry: 36 oz./inch (Average Both Directions)

ATTACHMENT C - SPECIFICATIONS

Tensile Strength-Wet: 9 oz./inch (Average Both Directions)  
 Recycled Content: 40% Post Consumer Waste  
 Absorbency: 20 sec.

	<u>Minimum</u>	<u>Maximum</u>
Basis Weight	24 lbs.	34 lbs.

Roll paper towels shall be made in accordance with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness and foreign materials or dirt. Edges shall be cleanly cut and not ragged. Towels shall dispense properly from the cabinet when loaded according to manufacturer's instructions. Towels shall have no disagreeable odor, either wet or dry. The towels shall have a surface such as produced by creping or embossing and shall meet the following range of paper specifications.

Absorbency: 20 sec.

Brightness: 78%

Color: White

Tensile Strength-Dry: 36 oz./inch (Average Both Directions)

Tensile Strength-Wet: 9 oz./inch (Average Both Directions)

Recycled Content: 40% Post Consumer Waste

	<u>Minimum</u>	<u>Maximum</u>
Roll Width	7-3/4"	8.25"
Linear feet/roll	420'	475'
Basis Weight	24 lbs.	34 lbs.

The roll paper towels shall be furnished and delivered in cardboard packing cases. Each packing case shall show the manufacturer's name, brand name or number and production serial numbers..

#### **4.3.2 Breakdown, Malfunction, or Damage Notification**

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned hereunder, he shall advise the Manager and shall place such "Out of Order" or warning signs as are deemed appropriate by the Manager. Such signs will be furnished by the Port Authority and shall remain in place until necessary repairs are completed.

#### **4.3.3 Scheduling of Work**

The Contractor shall, during the term of this Contract and with respect to all periodic Work covered by the Contract, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift and such other information as the Port Authority may from time to time require, and which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten days of the commencement of this Contract

and each subsequent three month report shall be submitted by the Contractor at least twenty days prior to the commencement of each such three month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three month period, but no changes shall be put into effect without the prior approval of the Manager.

The Contractor shall, within twenty-four (24) hours, comply with any oral or written request issued by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be provided by the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of the Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

The Contractor hereby further agrees to furnish to the Port Authority from time to time such other written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable in connection with the Port Authority's responsibility as the operator of the Facility.

#### **4.3.4 Extraordinary Cleaning Services**

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform those Extraordinary Cleaning Services at the Hourly Charge inserted by the Proposer in the Pricing Sheets for "Cleaner (Extraordinary)." "Cleaner (Extraordinary)" shall not include the repetition of prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Such work shall include services in additional areas. It shall also include work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's request must specifically identify the work as "Cleaner (Extraordinary)" before such unit prices will be payable.

#### **4.3.5 Routine and Periodic Cleaning**

This Section enumerates those areas at the Facility that are to be cleaned by the Contractor on a routine basis and those cleaning services that are to be performed by the Contractor on a regularly scheduled (periodic) basis. For any work that is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions will not relieve the Contractor of his obligations to perform such work at the frequencies set forth in this Contract.

All work shall be performed in accordance with applicable specifications, the provisions of the Contract and any future changes therein. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The Contractor shall furnish all necessary labor, supervision, uniforms, equipment, materials, supplies, training and all other things necessary or proper therefor or incidental thereto to perform the various cleaning and policing activities as indicated below for the following stations in use at the WTC Site.

Ex. (4)

- Parking Lot Areas (25,000 SF)
- Vesey Street Sidewalk Area including the PATH station entrance street level (40,000 SF)
- West Street Haul Road Area (100,000 SF)
- Vesey Street Haul Road Area (55,000 SF)

Ex. (4)

- Port Authority Facilities Trailer (1 double)
- Contractor's Trailers (2 singles and 2 doubles)
- West Street emergency stair tower and walkways Area (5,000 SF)
- Site Logistics and Operations and Maintenance Trailers (14)

#### Cleaning Requirements

For the elements identified above, the following cleaning activities shall be performed on a daily (D), weekly (W), monthly (M) or other basis as indicated.

#### Exterior Areas

- a) Police areas, where policing shall include but not limited to picking up loose trash, cigarette butts, paper, litter, etc. and empty, damp wipe and refill with sand metal ashtrays, empty wastebaskets and 40-gallon garbage cans and transport waste to designated trash collection points (D)
- b) Beginning November 1 and ending April 30, remove from the WTC Site all accumulations of snow and ice using snow plow equipped pickup trucks or small tractors, walk behind powered snow plows and sweepers, snow blowers, shovels and garage brooms. Apply approved Port Authority-provided deicing compound where needed. Snow removal at the Church Street sidewalk area and PATH station entrance shall commence within one (1) hour after start of accumulation of snowfall. Snow removal at the other areas shall commence within two (2) hours after start of accumulation of snowfall. All snow shall be removed within four (4) hours of the end of snowfall. Accumulation shall be as determined and indicated by the National Weather Service for Manhattan.
- c) Five times per year, beginning April 1 and ending October 31, hot water power wash the Family/VIP outdoor viewing area, the Vesey Street sidewalk area and the PATH station entrance using a gas/diesel powered, oil fired, power washer with a minimum of 3,000 pounds per square inch pressure.
- d) Seven times per year, beginning April 1 and ending October 31, remove graffiti up to a height of ten (10) feet on vertical surfaces of the viewing fence along Church Street and Liberty Street.
- e) On the haul roads, bridge and ramp areas, and B-6 level area, perform dust suppression as directed by the Manager during non-freezing weather.
- f) On the haul roads and bridge and ramp areas, power wash as needed, as determined by the Manager.

Trailers

- a) Empty and damp wipe ashtrays and empty wastebaskets, tall wastebaskets and 40 gallon garbage cans, replace liners and transport waste to designated trash collection points (D)
- b) Dust surfaces of office furniture, equipment, ledges and sills using a chemically treated dusting cloth with appropriate cleaning materials (D)
- c) Sweep resilient tile floors, mop floors with a detergent solution and thoroughly rinse floors (D)
- d) Wipe phones using disposable isopropyl alcohol prep pads (D)
- e) Strip and refinish resilient tile floors - Quarterly
- f) Wash and sanitize surfaces of commodes, commode seats, wash basins, shelves, dispensers, receptacles, urinals (and replace urinal deodorizing blocks or screens, as needed), etc.; clean mirrors; spot wash walls, partitions and doors; wet mop and rinse floor areas; sanitize areas to eliminate odors (D)
- g) Police lavatories, where policing shall consist of picking up paper and miscellaneous trash, emptying trash receptacles and checking and filling toilet tissue, paper towel and soap dispensers (D)

Cleaning Schedule

Provide one working Supervisor and an appropriate number of porters and/or cleaners from 5:00 AM ET to 9:00 PM ET, Monday through Friday.

Provide an appropriate number of porters and/or cleaners from 9:00 AM ET to 5:30 PM ET Saturday and Sunday for PAPD and WTCC trailers and lavatories, security trailers and lavatories, Vesey Street sidewalk area and family/VIP outdoor viewing area.

Hours of Work

Job Classification	Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Cleaning Supervisor	Off	5:00AM-9:00 PM	Off				
Porters	off	5:00AM-9:00 PM	off				
Cleaners	Off	5:00AM-9:00 PM	Off				

Policing

Policing shall be performed daily in full compliance with the provisions of this Contract and with all applicable United States Dept. of Labor Occupational Safety and Health Administration (OSHA) regulations and guidelines. The Contractor shall provide continued employee coverage during meal and relief breaks for all workers performing

services at the Facility. Policing of the stations shall consist of the following as a minimum:

- removal of gum
- picking up of all trash, litter and cigarette butts from assigned areas
- damp wiping of fingerprints, smears and soil spots as necessary
- removal of graffiti and stickers as necessary
- mopping and sanitizing areas affected by sickness, spillage, leaks, etc.
- reporting all lamp outages and any other maintenance-related problem
- emptying and cleaning trash receptacles and ashtrays as necessary.
- cleaning and sanitizing drinking fountains as necessary, but at least once per day.
- emptying and relining of all trash containers as necessary
- damp wiping and sanitizing wash basins, showers, commodes, urinals, countertops, doors, ledges, vents, dispensers and adjacent chrome fixtures
- spot cleaning mirrors and spot washing walls
- refilling all dispensers as necessary
- prompt removal of wet spills
- refilling all soap, towel, tissue and sanitary napkin dispensers
- vacuuming areas
- dusting surfaces as necessary
- sweeping, washing and sealing floor surfaces
- responding to and alleviating flooding occurrences
- delivering trash to dumpsters
- removing liquid and/or grease spills
- removal of bird droppings
- doing all other things necessary or proper as directed by the Manager, to ensure a clean and sanitary condition at the Facility

#### **Snow/Ice Removal**

The Contractor shall comply with each Annual WTC Site Snow Plan developed and furnished by the Port Authority of New York and New Jersey, Manager, World Trade Center Site Operations & Maintenance.

The Contractor shall completely and expeditiously remove any snow, ice, or sleet from such areas at the Facility as the Manager designates and shall keep such areas free from further accumulations. Exterior areas shall include, but shall not be limited to, designated sidewalks, pedestrian crosswalks and building entrances, vehicle accesses, roadways, viewing areas and parking lots.

The Contractor shall provide all necessary snow shovels, snow blowers, brooms, ice choppers and other equipment required for the prompt and efficient removal of snow. The Contractor shall ensure the proper use and availability of such equipment necessary to fulfill the requirements of this Contract. As a minimum, the Contractor shall furnish and keep onsite four (4) snow blowers and two (2) 4-wheel drive pickups with plows and

power salt spreaders, four (4) sidewalk brushes, and a 4-wheel drive water tank truck with snow plow. Snow removal shall be performed in such a manner as to avoid interference with vehicular and pedestrian traffic. In addition to the above vehicle list, Contractor must supply a commercial grade street sweeping vehicle capable of cleaning the 20 acre site. All Vehicles must be approved by Port Authority prior to use under this Contract.

Removed snow shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor may also be instructed to remove such deposited snow away from the Site of the Work. Each such instance shall be considered Extra Work and shall be compensated as described in the section of this Contract titled "Extra Work".

All snow removal personnel shall have the physical capability to perform snow removal functions. All such employees are subject to the approval of the Manager. The Manager will notify the Contractor when its services for snow removal are no longer needed.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate additional personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the appropriate Price Per Inch as same is set forth in the Pricing Sheets. All snow removal personnel shall have the physical capability to perform snow removal functions. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager will notify the Contractor when its services for snow removal or flood response are no longer needed.

The Contractor shall equip its employees with all foul weather gear appropriate for the performance of services required by this numbered clause, including, but not limited to, gloves, waterproof boots and hooded, insulated parkas. The Contractor shall further provide snow shovels, brooms, ice choppers and other equipment necessary for the performance of services required by this numbered clause.

The Contractor shall not permit its employees to work more than 16 consecutive hours in a twenty-four (24) hour period, and every employee shall have at least eight (8) consecutive hours off duty in a twenty-four hour period.

Sand and/or deicing materials will be furnished by the Authority, stored, transported and applied by the Contractor to such exterior areas as the Manager may direct. The Contractor shall provide its own off-site storage location for all ice and snow removal materials required under the Contract. The Contractor shall also submit weekly usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the week covered. The Port Authority reserves the right to direct that the Contractor provide and utilize such heavy equipment as the Manager may deem necessary for the performance of services required under this clause. The determination as to whether such equipment is required shall be solely within the discretion of the Manager.

Accumulation shall be as determined and indicated by the National Weather Service for the County of New York, Borough of Manhattan, in the City of New York, as recorded in Central Park.

### **Flood Response**

The Contractor shall respond to flood areas as directed by the Manager to remove all water, debris, etc. associated with a flooded area. Squeegees, mops, wet and dry vacuums and caution signs shall be furnished as needed to perform this function.

Within one hour of the Manager's request, the Contractor shall provide such personnel as are deemed necessary by the Manager for the performance of services required under this clause.

### **Cleaning and Sanitizing of Water Coolers**

#### **PROCEDURE**

##### Internal Cleaning and Sanitizing:

1. Disconnect electric power to unit.
2. Remove empty water bottle from cooler.
3. Drain all water from cooler (both hot and cold taps, if applicable).
4. Using a clean new sponge and a solution of 1 oz. Hypochlorite to 2 gallons of water in a clean plastic pail, wipe inside of cooler wall to remove all stains, debris, algae, and other foreign substance.
5. Fill cooler well with fresh water from new bottle, replace bottle cap.
6. Add 1 oz. of Hypochlorite solution to water in cooler and agitate to disperse the chemical.
7. Draw one (1) cup of water from all taps (both hot and cold as applicable).
8. Allow remaining solution to stay in well and line for at least ten (10) minutes before draining the solution completely.
9. Repeat instruction procedures #5, 6, 7 and 8, except add two (2) tablespoons of Sodium Bicarbonate to the water in place of Hypochlorite chemical.
10. After draining the Sodium Bicarbonate solution from the unit, rinse well by flushing with plain bottled water by repeating instruction #5 and then #3 before inserting new bottle.
11. Drain off approximately 1 to 2 quarts of water through spigot (both hot and cold as applicable).
12. Drain off a cup of water - check for odor of "Clorox" - if present, repeat step #9. Repeat steps #9 through 12 until there is no odor of "Clorox."

### Bottle Replacement

1. Wash hands with warm water and soap.
2. Wipe the reservoir contact portion of the bottle to prevent contamination from being introduced into reservoir of cooler.
3. Avoid hand contact of cleaned area.

### 4.3.6 Porter Services

The Contractor shall provide additional cleaning and janitorial personnel, as required by the Manager, for the performance of porter services.

Porter services shall include but not be limited to the following:

- Loading and unloading delivery trucks
- Setting up barriers or displays for special events
- Responding to and alleviating flooding occurrences, especially in lavatories and public areas
- Moving material and equipment from one location to another
- Delivering trash to dumpsters
- Cleaning areas that may have been occupied by homeless
- Removing liquid and/or grease spills
- Doing all other things necessary or proper as directed by the Manager, to ensure a clean, sanitary condition at the Work Site, including, but not limited to cleaning areas affected by patron illness

### 4.3.7 Bird/Pigeon Droppings

From time to time the Manager may request the removal of pigeon or other bird droppings from areas at the Facility. This work is to be performed within forty-eight hours of the Manager's request.

**All reasonable required amounts of water will be made available to the Contractor from such existing specific water system outlets and supplies as the Manager may select without cost to the Contractor. All water shall be carefully conserved and protected from contamination.**

#### Procedure

1. Decontaminate dry solid bird droppings, using working germicide solution approved in advance by the Port Authority. Germicide shall be thoroughly mixed with droppings to a paste-like consistency and allowed to react for at least one (1) hour.
2. After decontamination, the droppings shall be scooped or scraped into a plastic bag that contains a small amount of Authority-approved germicide solution and

the affected area left to air dry. The bagged droppings shall be sealed and placed in a dumpster.

**Note: Care shall be taken by the Contractor to ensure that all wet areas do not become a safety or slip hazard and that all are dry to the satisfaction of the Superintendent.**

**CAUTION:**

Bird droppings may contain fungal spores and other infectious agents. Under no circumstances shall sweeping or dry removal of droppings be undertaken, as this will aid in the possible dispersal of spores. It is required, for the protection of workers removing the droppings, that they wear shoe covers, dust masks, waterproof gloves, head covers, and other protective equipment necessary to perform their duties

**4.3.8 Thorough Cleaning of Mechanical, Utility, and Miscellaneous Rooms**

Once every three (3) months, Monday to Friday, excluding holidays, between the hours of 7:00 PM ET and 7:00 AM ET allowing at least 80 calendar days between cleanings or as directed by the Manager.

**PROCEDURES**

Thorough cleaning of mechanical rooms, utility rooms and miscellaneous rooms shall consist of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor surfaces as necessary. Dust and damp wipe furniture; wash and rinse door and wall surfaces, dust wall ledges and radiators, remove graffiti from all surfaces, empty, damp wipe and reline trash baskets, spot clean light fixtures as necessary. Vacuum office and office areas, empty and damp wipe all ashtrays, dust all file cabinets, partitions, office equipment, furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture, fixtures, and glass partitions. Do not clean mechanical or electrical equipment.

**5. Trash Removal**

All trash (whether solid or liquid) arising out of or in connection with the Contractor's operations hereunder shall be placed in a dumpster to be provided by the Contractor, at a location at the site of the work to be designated by the Port Authority, for collection and removal. No such trash shall be thrown, discharged or disposed of into or upon any land area or waterway surrounding or bounding the Facility.

Large debris such as wood pallets or furniture shall be carted away. Carting of such large debris shall be the sole responsibility of the Contractor.

The Port Authority has a source separation-recycling program in effect. The Contractor will be required to pick-up, transport, and prepare certain designated recyclable materials to various dumpsters throughout the Facility to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters.

## 6. The World Trade Center Site Safety, Health and Environmental Program

During execution and performance of the Contractor's services, the Contractor shall review and comply with the current "Downtown Restoration Program, The World Trade Center Site Safety, Health and Environmental Program", Revision Number 2.0 dated 5/3/2010, or later, which can be obtained at the Authority's website through the following link:  
<http://www.panynj.gov/wtcprogress/pdf/pa-wtc-shep.pdf>.

### Safety, Health and Environmental Provisions

- 1) Requirements included in this section are the minimum acceptable site requirements as referenced in the current version of the Port Authority World Trade Center Site Safety, Health and Environmental Program (herein referred to as SHEP), revisions to the SHEP, as well as all local, state and federal requirements. Where conflicts or discrepancies exist between requirements, the most stringent requirement shall govern. All required plans identified in the above Program shall be submitted to the World Trade Center Construction Management Team (herein referred to as WTCC) and others as identified in the Program for approval prior to the performance of work.
- 2) The Contractor shall comply with all current and revised provisions, regulations, guidelines and recommendations issued pursuant with federal, state, and city laws, rules, ordinances, and regulations of regulatory authorities and agencies having jurisdiction, with regard to all matters relating to the safety and health of workers, the general public, and environmental protection. Compliance with government requirements is mandated by law and considered only a minimum level of safety performance. All work shall therefore be performed in accordance with best safe work practices recognized by the construction industry.
- 3) The Contractor shall be fully responsible for maintaining a safe, secure, and hygienic work place and for assuring that all work is performed in a manner that will not be injurious to safety or health, endangering to the public, or deleterious to the environment.
- 4) In the performance of the Contract, the Contractor shall exercise every precaution to prevent safety, health, and environmental hazards and incidents to site workers, the public, adjoining properties and utilities, and to secure against environmental releases.
- 5) The Contractor shall designate, and will have present on-site for the duration of each work shift, at least one competent person as defined in OSHA 29 CFR Part 1926.32, and as elsewhere referenced in other 29 CFR Part 1926 standards, and will at a minimum perform the duties as described in 29 CFR 1926.20(b) (2). The designated competent person shall be responsible, and have the authority from his/her employer to take prompt corrective action to eliminate the hazard(s). At a minimum, each designated competent person shall possess a current and valid OSHA 30-Hour Construction Industry Training card and First-Aid/CPR certification. The Contractor shall assign, when required by a specific 29 CFR Part 1926 subpart, a qualified person as defined in OSHA 29 CFR Part 1926.32. At no cost, the Contractor shall identify a Corporate safety and health

professional who shall be available to assist as/where necessary in the review/preparation of plans, documents, etc. Through inspection and oversight of operations, if the Authority finds the designated competent persons are not fulfilling their roles as identified above, the Authority shall require the corporate safety and health professional or his/her designee to be available on-site weekly at no additional cost..

- 6) The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Contractor has removed all workers, remaining materials and equipment from the Site, or upon the issuance of the Port Authority Certificate of Final Completion, whichever shall occur last.
- 7) The Contractor shall promote a Drug, Alcohol & Smoke Free Workplace with their employees and will communicate what constitutes prohibited activities while performing work or providing services on the World Trade Center Site during their safety orientation. Workers who are found to be under the influence of or in possession of alcohol and/or illegal drugs, in possession of weapons, or smoking anywhere on Site shall be immediately removed and/or dismissed from the WTC Site with their WTC Site access credentials revoked, and/or subject to criminal prosecution as warranted by their action(s). As per the NYC Fire Code, section 1404.1 and NYC Building Code, sections 3301.1.2 and 3303.7 smoking on any construction site, inclusive of the WTC Site, is strictly prohibited and violations may be issued to the contractor and/or other relevant parties.
- 8) The Contractor shall have a progressive disciplinary action program for all personnel who fail to enforce, follow or comply with established policies and procedures. Disciplinary action shall be handled through a 3-Strike Policy (i.e., 1-verbal, 2-written and/or limited removal from the WTC site, 3- permanent removal from the WTC from the site); however, depending on the seriousness of the violation, immediate revocation of the employee's WTC Identification Badge can occur, as referenced in item 7 above. Records shall be available for review by the Port Authority.
- 9) For work performed under OSHA 29 CFR 1926 Subpart M: Fall Protection, each contractor shall submit to the WTCC prior to the start of work a comprehensive and enforceable 100% Fall Protection and Prevention Program consistent with Subpart M as well as the requirements outlined in the WTC Site Safety, Health, and Environmental Program. This program shall be followed by all employees, vendors, and consultants when working or walking on all unprotected vertical or horizontal side and edge, scaffold, and locations as identified in Subpart M, at a height equal to or greater than six feet above a lower level, or at any height above a dangerous process, operation, or piece of equipment. Fall protection systems shall be designed by qualified person, and installed and maintained by a competent person.
- 10) For work performed under OSHA 29 CFR 1926 Subpart R: Steel Erection, each Contractor shall submit to the WTCC prior to the start of work a comprehensive and enforceable fall protection plan.
- 11) The Contractor shall submit to the WTCC prior to the start of work a comprehensive and enforceable plan outlining the securing and anchorage of all materials and equipment to resist uplift attributable to high wind hazards.

- 12) The WTCC shall ensure that all Contractors provide a site safety orientation training session to their workers upon initial assignment. All site workers shall attend weekly "tool-box" training sessions held by the contractor who shall distribute meeting information to all project workers.
- 13) The Contractor shall ensure that workers, and all subcontractor workers are properly trained, and, as required, have in their possession while on-site valid and appropriate license(s), and/or certificate(s) consistent with regulations, laws, and best industry practices specific to their work activities and the tools/equipment being used as per manufacturer specifications. At a minimum, employees working at the WTC Site shall have a valid OSHA 10-Hour, 30-Hour Construction Safety and Health Certification card or be an authorized OSHA trainer for the construction industry. This certification must be renewed every five (5) years. A training matrix shall be readily available for review and audit on-site.
- 14) Depending upon the severity of a site condition or circumstances surrounding an accident or incident, the Port Authority may require the Contractor to order a "Safety Stand-down." Examples of conditions and circumstances that may prompt a Stand-down include, but are not limited to:
- a) Failure to maintain a safe and healthy work environment that could potentially result in danger to workers or the general public
  - b) Recurring deficiencies
  - c) Willful disregard of safety requirements
  - d) Fatality, fire, explosion, significant injury, accident, or incident
  - e) Chemical Release or Spill
  - f) Failure to comply with Environmental Performance Commitments

The length of the Safety Stand-down shall be determined by the extent and severity of the incident, and condition of the work area to safely allow work to resume. During the Stand-down, the contractor shall:

- a) Inform the work crew as to the circumstances and reasons requiring the Stand-down;
- b) Identify the type of training / re-training required;
- c) Determine the type and extent of equipment / tool / machine inspection, perform the inspection, report findings, and correct

A Safety Stand-down is not a reimbursable event and the Contractor responsible shall bear full financial responsibility for the event.

- 15) The Contractor shall obtain and submit to the WTCC, Material Safety Data Sheets (MSDS) for all materials to be stored, and used in the work. The MSDS shall be readily available whenever required, in a convenient location, in close proximity to where the materials are used on the project. All workers shall have ready access to the MSDS. The Contractor is responsible for full compliance with OSHA Hazard Communication Standard, 29 CFR 1910.1200 .
- 16) The Contractor shall establish a housekeeping program to ensure that debris, trash, slippery items, standing water, spills, and combustible materials are removed off floors

and other surfaces daily. At no time will access and egress ways be obstructed, indistinguishable, or maintained in disrepair.

17) The Contractor shall establish the required programs, practices, means and methods to address and control the hazards associated with their work. Examples of such plans include, but are not limited to, fall protection, fire protection and prevention, scaffold use, material handling and sling use, and hand/power tool safety.

18) Each Contractor shall prepare an Emergency Action Plan as described in OSHA 29 CFR 1926.35, shall establish and maintain at all times at least two (2) access and egress ways on their project, shall participate in WTC Site wide incident planning meeting, response and evacuation drills, and shall identify key support personnel.

In the event of an emergency impacting the Site, the public, adjoining property and utilities, or the environment, the WTCC may order continuous work with an increased work force for such time necessary to eliminate the emergency.

19) As required by the WTC SHEP, or when directed by the Manager, a Job Hazard/Safety Analysis (JHA) shall be prepared. For example, a JHA shall be required, at a minimum, for Confined Space Entry Operations, Excavations requiring shoring or bracing, Critical Lifts or any non-routine hazardous operation. Prior to an activity for which a JHA Analysis was prepared, a pre-work job briefing will be held with the work crew, foremen, competent person, safety supervisor, and site safety manager and a record of this document shall be on-site for review.

20) If applicable, the Contractor shall, in accordance with the Port Authority Owner Controlled Insurance Program (PA OCIP) Guide to Contractors and all terms and conditions of applicable insurance policies, promptly report in writing to the WTCC and to the Port Authority Manager, Claims Administration all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries, property damage, and/or exposure of people to chemicals or hazardous materials, giving full details and statements of witnesses. In addition, if death, serious injuries or serious damage is caused, the accident shall be reported immediately by telephone of the said representatives of the Port Authority.

21) The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to anyone who may be injured in the progress of the Contract. The Contractor shall have standing arrangements for the removal from the site and hospital treatment of any person who may be injured while engaged in the performance of the Contract. The Contractor shall provide two (2) First Aid/CPR trained individuals at the construction site to administer first aid, if required.

22) If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the aforementioned representatives of the Authority, giving full details of the claim and cooperate throughout the disposition of the claim in accordance with the instructions and requests of all claim investigators.

23) Each Contractor shall utilize the Port Authority Safety Management System Tracking Tool to document and track safety, health and environmental performance.

- 24) As required, each Contractor shall complete and submit for approval Personnel Platform Lift Plans, Hot Work Program, Lifting Plans and similar documentation prior to the performance of such operations to the WTCC as identified in the Program or as required by the WTCC.
- 25) Each Contractor shall on a daily basis inspect their motor vehicles and mechanized equipment used at the WTC Site. At a minimum, the requirements of 29 CFR 1926, Subpart O shall be followed. Any vehicle or mechanized piece of equipment not in acceptable working condition shall be immediately removed from service. A log shall be maintained on-site for review and audit.
- 26) Each Contractor shall submit to the WTCC prior to the start of work a comprehensive and enforceable plan addressing the performance of any abrasive blasting, surface scarification, steam or water blasting, or high pressure water cutting.
- 27) Each Contractor shall submit to the WTCC prior to the start of work a comprehensive and enforceable plan identifying all proposed access routes, staging areas, crane locations, temporary traffic signal controls, worker and pedestrian crossings, vehicular and pedestrian gates for exit and entry, barriers, barricades, lighting, and fencing. The construction of temporary structures, other than those noted on Contract Drawings, shall require approval from the WTCC.
- 28) Prior to an activity that will impede, alter, impair, block, or in any way deactivate an active standpipe, sprinkler system, smoke detection system, hydrant, or existing fire protection or prevention system the Contractor shall notify the WTCC. Prior to performing an activity described above, the Contractor shall submit to the WTCC for approval the following:
  - a) Date and duration of the impairment
  - b) Location and Scope of work
  - c) Area(s) impacted
  - d) Name of contractor performing work
  - e) Type of interim fire protection system that will in-place during impairment
  - f) Method of communicating emergencies
  - g) Name of person performing final inspection to verify work is complete and normal fire protection/prevention is active
  - h) Method of notifying WTCC of completion
- 29) The Contractor shall comply with the Rules of the City of New York (3RCNY§11-01) whereby all buildings under construction are subject to regular inspections conducted by the New York City Fire Department, Administrative Fire Company and the Bureau of Fire Prevention Construction, Demolition and Alteration (CDA) Civilian group.
- 30) A minimum of two (2) business days prior to any excavating, the Contractor shall notify the WTCC. The Contractor shall notify the New York City One Call Center to allow member agencies to mark locations of underground utilities prior to any excavating and confirm such notifications with the WTCC.

## 7. Wages, Health and Supplemental Benefits

### A. Definitions:

- 1) "Employee" shall mean any person employed by the Contractor or its subcontractors to perform any of the Services required under this Contract, excluding those holding the positions of Cleaning Supervisors, Porters and Cleaners, and other administrative personnel performing such duties exclusively.
- 2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.
- 3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
- 4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
- 7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
- 8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
- 9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational

disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

- 11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
- 12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 13) "Contract Year," as used herein, shall mean the twelve month period commencing on the Commencement Date of the Contract and each successive twelve month period thereafter or such portion of a twelve month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve month period.

- B. Supplemental Benefits, including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

- C. Contractor, in the performance of the Services described herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages:

**BASE TERM**

Cleaning Supervisor- \$24.97 (per hour)

Cleaner- \$22.97 (per hour)

Porter- \$22.97 (per hour)

**OPTION PERIOD**

Cleaning Supervisor- \$25.29 (per hour)

Cleaner- \$23.27 (per hour)

Porter- \$23.27 (per hour)

**D. Contractor, in the performance of the Services described herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.**

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program addressing the following recommended acceptable components:
  - i. up to and including family coverage, as applicable
  - ii. inpatient hospital services
  - iii. outpatient surgical facility
  - iv. emergency room services
  - v. prenatal services
  - vi. well visits/immunizations/routine visits for illness
  - vii. prescription drug benefit
- 3) The Cost of Health Benefits shall be as set forth in the Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
  - i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
  - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
  - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
- 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality as or better than those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

**E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.**

- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
  - 2) Any reimbursements to employees for expenses, payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
  - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and as accepted by the Port Authority.
- F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- H. Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees, may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

- I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor shall provide (and shall ensure that its subcontractors also provide) such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

- J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract.

- K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the Contractor or subcontractor employed during such Contract year, calculated per Paragraph C

position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

- L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor (or, through the Contractor) a subcontractor to return the underpayment to the affected Employees in cash and the Contractor (or, through the Contractor) the subcontractor shall be responsible for any additional payroll taxes resulting from this payment.

#### **8. Prevailing Wages**

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to its craftspeople (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation at the time and locality in which the Services are being performed and notwithstanding that such rate may be higher on the date the Work is being performed than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at <http://www.comptroller.nyc.gov/bureaus/bll/schedules.shtml>, for the locality and for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such craftspeople as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such craftspeople less than the rates of wages and supplements above described, such craftspeople shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such craftspeople are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such craftspeople shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by craftspeople to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain craftspeople for the minimum hereinbefore described.

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

**9. Port Authority Right to Inspect**

The Port Authority shall have the right at any time, and as often as it may consider it necessary or desirable, to inspect vehicles, machines and other equipment used in the operations of the Contractor, and any services being rendered by the Contractor, and any other activities or operations of the Contractor hereunder. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any vehicle or other machine or piece of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Manager until the deficiency is corrected. In the event of such permanent removal, the Contractor shall replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein as required herein.

**10. Port Authority Approval**

Wherever under this Contract written direction or prior written approval or consent of the Port Authority is required, such direction, approval or consent may be at any time and from time to time be withdrawn or modified by written notice, at the sole discretion of the Port Authority.

**11. Damage to Port Authority Property**

The Contractor shall promptly repair or replace any property of the Port Authority caused to be lost, destroyed or damaged by the operations of the Contractor hereunder. The Contractor shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

**12. Performance of Services**

All assigned Contractor personnel shall perform duties as shall be established from time to time by the Manager. The Contractor shall conduct all operations hereunder in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing business with it, whereupon the Contractor will take steps necessary to remove the cause of the objection.

**13. Complaints and Suggestions**

The Contractor, within forty-eight (48) hours of its receipt of a complaint, suggestion or observation as to the services provided hereunder (hereinafter collectively called "the Complaint") by any user of the Facility, or the Port Authority, shall mail its response thereto, simultaneously delivering a copy thereof, together with a copy of the complaint to which the

Contractor is replying, to the Manager. If such response indicates that a further response may be forthcoming, or reasonably raises the expectation of a further response, the Contractor shall make such additional response(s) whenever the situation and good public relations require such action (with simultaneous copy to the Port Authority as aforesaid). In addition, the Contractor agrees to make such response(s), including written and/or oral communications as the Manager may direct with respect to the nature (both form and substance) of such response(s). No response by the Contractor shall be in the name of or imply that the same has the approval of or has been authorized by the Port Authority.

**14. No Partnership Created**

Neither any partnership relationship between the Port Authority and the Contractor nor any joint venture is created or intended to be created by this Contract.

**15. Notices**

All notices, requests, consents and approvals required to be given to or by either the Port Authority or the Contractor shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by registered mail. The Contractor shall designate an office within the Port District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director and the Contractor designates the individuals named as its officers or representatives in its proposal as its officers or representatives upon whom notices and requests may be served and requests may be served. The Port Authority designates its office at 225 Park Avenue, New York, New York 10003, and the Contractor designates its offices listed in its proposal as the respective offices where notices or requests may be served. If mailed, the giving of notices shall be complete upon receipt thereof. The officers or representatives of the Contractor shall have full authority to act for the Contractor in connection with this Contract, to do any act or thing to be done hereunder, to execute on behalf of the Contractor any amendments or supplements to this Contract or any extension thereof, and to give and receive notices hereunder.

**16. Property of the Port Authority**

Upon the expiration or termination of the effective period under this Contract, the Contractor shall deliver to the Port Authority all equipment, materials, supplies and other personal property supplied to it by the Port Authority or purchased or supplied by it for use in its operation hereunder and all such shall be returned in same condition as upon the acquisition, thereof by the Contractor, reasonable wear excepted. If any such equipment, materials, supplies and other personal property becomes defective or is lost, stolen damaged or destroyed by reason of the acts of omissions of the Contractor or its officers, agents, employees or representatives, the Contractor shall repair or replace the same, and the cost of such repair or replacement shall be borne by the Contractor without compensation or reimbursement from the Port Authority.

**17. Time Reporting**

All staff must sign in and out of each shift worked using Bio-metric hand scanning technology. Bio-metric scanning technology to be provided by the Contractor and approved by the Port Authority.

**Material Exempt Under  
Exemption (4)**

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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.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

## **PART II GENERAL PROVISIONS**

### **1. Facility Rules and Regulations of The Port Authority**

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

### **2. Contractor Not An Agent**

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

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

### 3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

**4. Personal Non-Liability**

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

**5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination**

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

**6. Rights and Remedies of the Port Authority**

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

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

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

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

**7. Rights and Remedies of the Contractor**

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

**8. Submission To Jurisdiction**

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

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

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

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

## 9. Harmony

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

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

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

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

## 10. Claims of Third Persons

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

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

#### **11. No Third Party Rights**

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

#### **12. Provisions of Law Deemed Inserted**

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

#### **13. Costs Assumed By The Contractor**

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

#### **14. Default, Revocation or Suspension of Contract**

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

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

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

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

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

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

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

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

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

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

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

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

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

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

#### **15. Sales or Compensating Use Taxes**

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

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

#### **16. No Estoppel or Waiver**

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

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

#### **17. Records and Reports**

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

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

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

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

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

## **18. General Obligations**

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

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

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

#### **19. Assignments and Subcontracting**

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

#### **20. Indemnification and Risks Assumed By The Contractor**

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

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

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

- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

#### **21. Approval of Methods**

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

#### **22. Safety and Cleanliness**

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

#### **23. Accident Reports**

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

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

**24. Trash Removal**

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

**25. Lost and Found Property**

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

**26. Property of the Contractor**

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

**27. Modification of Contract**

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

**28. Invalid Clauses**

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

**29. Approval of Materials, Supplies and Equipment**

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

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

### **30. Intellectual Property**

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

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

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

### **31. Contract Records and Documents – Passwords and Codes**

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

### **32. Designated Secure Areas**

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

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

### **33. Notification of Security Requirements**

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

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

- **Contractor/ Subcontractor identity checks and background screening**

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

#### **34. Construction In Progress**

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

#### **35. Permit-Required Confined Space Work**

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

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

#### **36. Signs**

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

**37. Vending Machines, Food Preparation**

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

**38. Confidential Information/Non-Publication**

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

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

**39. Time is of the Essence**

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

**40. Holidays**

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

**42. General Uniform Requirements for Contractor's Personnel**

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

required number of employees at a specific location at the Site as specified.

#### **43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

#### **44. Contractor's Vehicles - Parking - Licenses**

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

#### **45. Manager's Authority**

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

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

#### **46. Price Preference**

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

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

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

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

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

#### **47. M/WBE Good Faith Participation**

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to [www.panynj.gov/supplierdiversty](http://www.panynj.gov/supplierdiversty)
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

### **PART III CONTRACTOR'S INTEGRITY PROVISIONS**

#### **1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

#### **2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled

- "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
  - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- \* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- \* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or 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 the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority

will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 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 employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

## 5. Conflict of Interest

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

## 6. Definitions

As used in this section, the following terms shall mean:

**Affiliate** - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

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

**Investigation** - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

**Officer** - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;  
Bidder - shall mean Proposer;  
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;  
Bidder - shall mean Bidder;  
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;  
Bidder - shall mean Proposer;  
Bidding - shall mean executing this Contract.