

**Torres Rojas, Genara**

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*FOI #14690*

**From:** firetechs209@gmail.com  
**Sent:** Friday, February 21, 2014 10:19 AM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Joseph  
Last Name: Moretti  
Company: Meridian Mgmt Corp  
Mailing Address 1: 4 Aberdeen Street  
Mailing Address 2:  
City: Malverne  
State: NY  
Zip Code: 11565  
Email Address: [firetechs209@gmail.com](mailto:firetechs209@gmail.com)  
Phone: 5164262461  
Required copies of the records: Yes

List of specific record(s):  
contract number 4600008032 from bid number 19255

**THE PORT AUTHORITY OF NY & NJ**

*FOI Administrator*

March 18, 2014

Mr. Joseph Moretti  
Meridian Mgmt Corp.  
4 Aberdeen Street  
Malverne, NY 11565

Re: Freedom of Information Reference No. 14690

Dear Mr. Moretti:

This is in response to your February 21, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for "contract number 4600008032 from bid number 19255."

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/14690-C.pdf>. Paper copies of the available records are available upon request.

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

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

Very truly yours,



Daniel D. Duffy  
FOI Administrator

Attachment

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



**THE PORT AUTHORITY OF NY & NJ**

*Lillian D. Valenti*  
Director, Procurement

VIA MAIL and FAX 904-280-9838

December 21, 2009

Mr. T.R. Brownfield  
V.P. for Administration  
Meridian Management Corporation  
818 AIA North, Suite 300  
Ponte Vedra Beach, FL 32082

**SUBJECT: OPERATION AND MAINTENANCE SERVICES AT AIRLINE  
TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F.  
KENNEDY INTERNATIONAL AIRPORT; BID NUMBER 19225;  
CONTRACT NUMBER 4600008032; PURCHASE ORDER NUMBER  
4500061028**

Dear Mr. Brownfield:

Meridian Management Corporation's bid for the above subject contract, including Addenda numbers 1 through 4, has been accepted. A copy of the GUARANTEE AGREEMENT, Certificate of Secretary, ACKNOWLEDGMENT and opinion letter from HALCYON E. SKINNER, P.A., all dated December 9, 2009 are attached hereto and will apply to, and become a part of, this Contract.

In addition, Meridian Management Corporation's quoted direct wages in the CALCULATION OF HOURLY RATE forms (EXHIBIT I) will be the minimum direct wages applicable to this Contract. The wages included on the CALCULATION OF HOURLY RATE forms (EXHIBIT I) shall supercede the minimum direct wages included in Part V – Specifications, section 4, Wages and Supplemental Benefits, paragraph C, in their entirety as agreed to in a conversation between yourself and Mr. Richard Grehl of the Procurement Department on December 18, 2009.

The term of the contract shall be for a three (3) year period commencing January 1, 2010 and unless otherwise extended or terminated according to the contract provisions, shall expire on December 31, 2012.

Upon receipt of this letter, you shall submit to the Port Authority your insurance certificate as required for this contract, under PART III, paragraph 6, entitled "Insurance". Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12<sup>th</sup> Floor, New York, NY 10003 (Attention: Contract Certificate Review). Please reference CITS # 3418N on your certificate.

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



**THE PORT AUTHORITY OF NY & NJ**

Please note that Purchase Order number 4500061028 has been assigned for invoicing, payment and administrative purposes.

Your facility contact is Mr. Robert Yturraspe, who can be reached at 718-244-4556. If you have any questions concerning the award of this contract please contact Mr. Richard Grehl at 212-435-3941.

Very truly yours,

Lillian Valenti  
Director  
Procurement Department

Attachments

## GUARANTEE AGREEMENT

In order to induce THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY to accept the proposal submitted by Meridian Management Corporation on Contract #19225 for Operation and Maintenance Services at Airline Terminal Hangars and Other Buildings at John F. Kennedy International Airport the undersigned, Americorp, Inc., which has a material financial interest in the aforementioned corporation submitting said proposal, warrants, undertakes and guarantees that Meridian Management Corporation shall well and faithfully do and perform the things agreed by it to be done and performed according to the true terms and true intent and meaning of said Contract, including the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract.

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

This undertaking and guarantee shall be in no way impaired or affected by any extensions of time, modification, amendment, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any payment thereunder before the time required therein, any waiver of any provision or condition thereof (whether precedent or subsequent) or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any construction to be performed, or any moneys due or to become due thereunder; And Americorp, Inc. does hereby waive notice of any and all of such extensions, modifications,

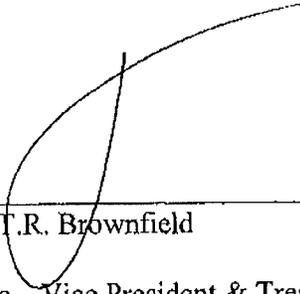
omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and does hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to Meridian Management Corporation, as though done by or in relation to Americorp, Inc.

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

IN WITNESS WHEREOF, the aforementioned guaranteeing corporation, Americorp, Inc. has caused its corporate seal to be affixed hereto and this instrument to be executed by its duly authorized officer this

9<sup>th</sup> day of December, 2009

BY

  
\_\_\_\_\_  
T.R. Brownfield

Title Vice President & Treasurer

**Certificate of Secretary**

I, T.R. Brownfield, Secretary of Americorp, Inc., a corporation organized and existing under the laws of the State of Florida do hereby certify as follows:

1. That the following is a fully, true and correct copy of the resolution adopted by unanimous vote of the stockholders representing the holders of all the outstanding shares of such corporation entitled to vote, present at a special meeting of stockholders duly called and held on the date of December 9, 2009, in accordance with law and with the charter and by-laws of the said Corporation; and that the said resolution has not been altered or repealed, and is now in full force and effect:

"RESOLVED, that in order to induce The Port Authority of New York and New Jersey to accept the Proposal submitted by Meridian Management Corporation on Contract #19225, said contract being entitled "Operation and Maintenance Services at Airline Terminal Hangars and Other Buildings at John F. Kennedy International Airport", this Corporation shall guarantee the obligation of Meridian Management Corporation under such Contract; and be it further

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

"RESOLVED, that the President or Vice-President of this Corporation be and he/she hereby is authorized and directed to make, execute and deliver on behalf and in the name of this Corporation a contract of guaranty, guaranteeing such obligations; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things as may be necessary and convenient for the purpose of effecting such contract of guaranty."

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

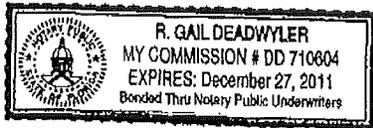
IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal this 9<sup>th</sup> day of December, 2009

\_\_\_\_\_  
Secretary T.R. Brownfield  
(Corporate Seal)

**ACKNOWLEDGMENT**

State of Florida            )  
  )ss.:  
County of St. Johns        )

On this 9<sup>th</sup> day of December, . 2009, before me personally came and appeared T.R. Brownfield, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the Secretary of Americorp, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.



(Seal)

*R. Gail Deadwyler*  
\_\_\_\_\_

**HALCYON E. SKINNER, P.A.**

**Attorney-at-Law  
50 North Laura Street, Suite 3300  
Jacksonville, FL 32202  
904-798-2626**

December 9, 2009

The Port Authority of N.Y. and N.J.  
One World Trade Center, Room 72S  
Construction Contracts Division  
New York, New York 10048

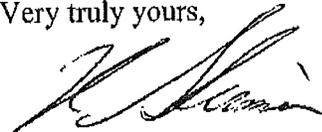
Re: PORT AUTHORITY CONTRACT # 19225 for Operation and  
Maintenance Services at Airline Terminal Hangars and Other Buildings at  
John F. Kennedy International Airport

Gentlemen:

In connection with your consideration of the proposal submitted on the above Contract by Meridian Management Corporation, our client Americorp, Inc., has requested us to give you our opinion, to be relied upon by you, as to the validity and enforceability of the contract of guarantee submitted with said proposal which would support the contractor's obligations under the contract.

The contract of guarantee is valid and enforceable under the law of the State of Florida and is in accordance with the charter, by-laws and resolutions of the guaranteeing corporation, and the execution thereof is valid and proper and meets with all the requirements of said law and said corporation's charter, by-laws and resolutions.

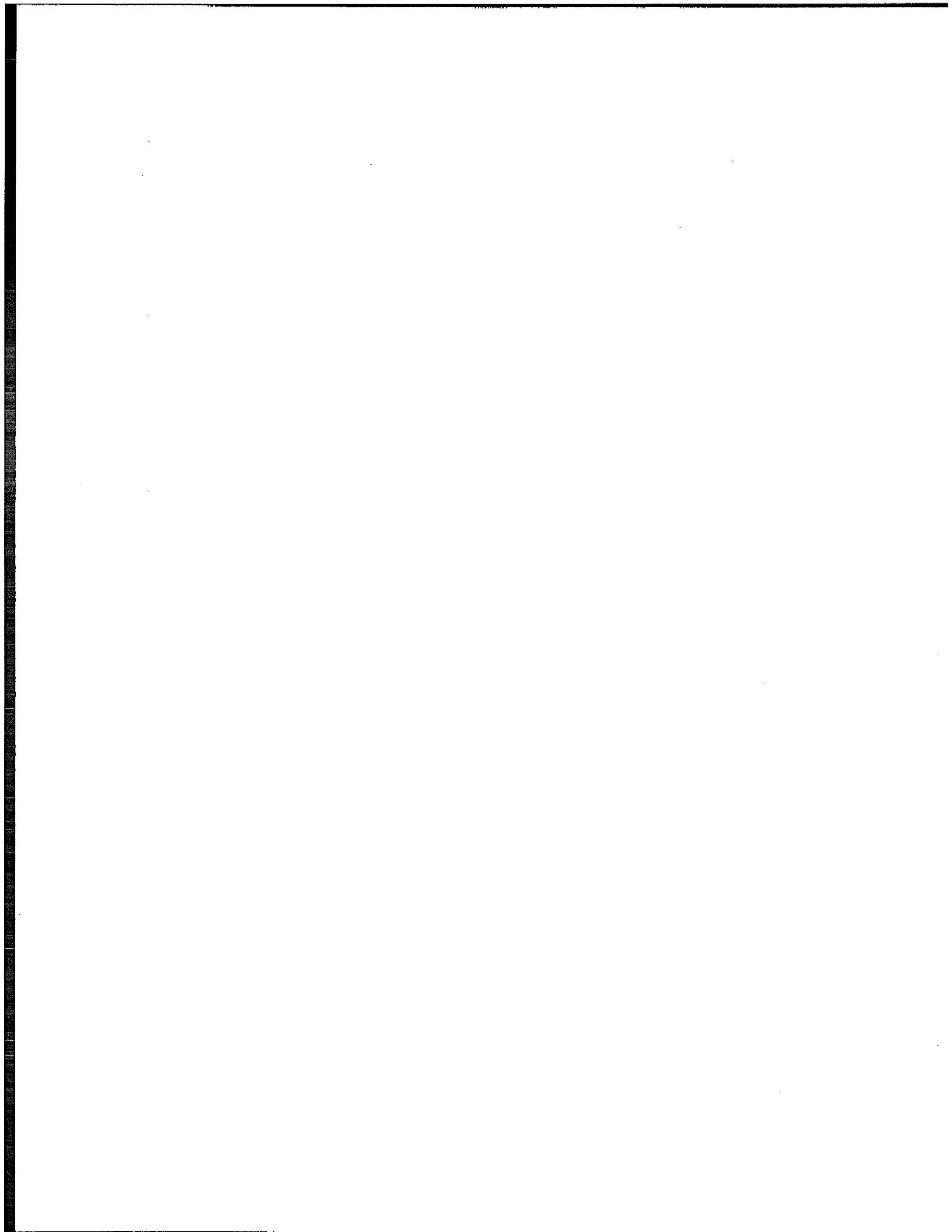
Very truly yours,



Halcyon E. Skinner  
President

HES/lbs

\10262091.1





**THE PORT AUTHORITY OF NY & NJ**

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE: OPERATION AND MAINTENANCE SERVICES AT AIRLINE  
TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F.  
KENNEDY INTERNATIONAL AIRPORT**

**BID NUMBER: 19225**

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

**FACILITY INSPECTION: SEPTEMBER 24, 2009      TIME: 10:00 AM EST**

**BID DUE DATE: OCTOBER 7, 2009                      TIME: 11:00 AM EST**

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

10-16-09A11:25 RCVD

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

**(PLEASE PRINT)**

Meridian Management Corporation

(NAME OF BIDDING ENTITY)

818 A1A North, Suite 300

(ADDRESS)

Ponte Vedra Beach, FL 32082

(CITY, STATE, ZIP CODE)

T.R. Brownfield, V.P. for Administration (904) 285-3400

(REPRESENTATIVE TO CONTACT - NAME & TITLE)

(TELEPHONE NO.)

Ex 1/4

t.brownfield@mmcor.com (904) 280-9838

(FEDERAL TAX I.D. NO.)

(E-MAIL)

(FAX NO.)

BUSINESS CORPORATION       PARTNERSHIP       INDIVIDUAL

OTHER (SPECIFY): \_\_\_\_\_



## INVITATION FOR BID

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

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## **PART I - STANDARD INFORMATION FOR BIDDERS**

### **1. Form and Submission of Bid**

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

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

### **2. Firm Offer**

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

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

### **3. Acceptance or Rejection of Bids**

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

### **4. Bidder's Questions**

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

under the name of the Manager, Purchasing Services Division of the Port Authority. Addenda shall be considered part of the Contract.

**5. Additional Information To and From Bidders**

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

**6. Union Jurisdiction**

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

**7. Assessment of Bid Requirements**

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

**8. Bidder's Prerequisites**

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

**9. Qualification Information**

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
  1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

2. A statement of work which the Bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.
  3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
  - c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
  - d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the

service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

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

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

#### **10. Facility Inspection**

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

#### **11. Available Documents - General**

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

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

**12. Pre-award Meeting**

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

**13. Price Preference**

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

**14. Good Faith Participation**

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

**15. City Payroll Tax**

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

- a) City of Newark, New Jersey for services performed in Newark, New Jersey;
- b) City of New York, New York for services performed in New York, New York; and
- c) City of Yonkers, New York for services performed in Yonkers, New York.

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

**16. Additional Bidder Information**

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at:

[http://www.panynj.gov/DoingBusinessWith/contractors/html/other\\_info.html](http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html)

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## PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

**1. Service(s) Required**

Operation and Maintenance Services at airline terminal hangars and other buildings at John F. Kennedy International Airport (JFK) as more specifically described in the specifications.

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

Airline terminal hangars and other buildings at JFK, as more fully described in the definition of "Facility" in the Specifications.

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

On or about January 1, 2010

**4. Contract Type**

Unit Price

**5. Duration of Contract**

The term of this contract will be for a three (3) year duration to expire on or about December 31, 2012.

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

None.

**7. Option Period(s)**

There shall be up to two (2), one (1) year Option Periods.

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

None.

**9. Extension Period**

120 Day Extension is Applicable

**10. Facility Inspection**

**Location; Date; Time:** JFK Building 14; September 24, 2009; 10:00 AM EST.

Please contact Robert Yturraspe at 718-244-4556 to confirm attendance and/or receive travel directions. Two (2) forms of photo ID will be required to attend the Facility Inspection.

## 11. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of airline terminal hangars and during that time actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be satisfactorily performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in each of its last two (2) consecutive fiscal years, or each of the last two complete calendar years immediately preceding the opening of its bid, a minimum of \$7.5 million annual gross income from the type of service required under this Contract.

In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such bid as follows:

With respect to subparagraph (a) and (b) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (c) the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the bid is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this bid. Documents signed by a common law joint venture, in connection with this bid, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture bidders must provide documentation of their legal status.

By furnishing this solicitation document to Bidders, the Port Authority has not made a determination that the Bidders have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Bidder has met the prerequisites is no assurance that they will be deemed qualified in connection with other bidder requirements included herein.

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

#### **12. Available Documents**

The following documents will be made available for reference and examination:

Current conformed Contract No. 460005500 entitled "AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES OF AIRLINES TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT", with Meridian Management Corporation, Ponte Verda Beach, Florida.

The attached documents are provided for informational purposes only.

#### **13. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing medical coverage for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", and such Health Benefits shall be provided within thirty (30) days of award of this Contract;
- c. The "Calculation of Hourly Rate" forms included in Exhibit I detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

#### **14. Employee Seniority List**

Listed on the immediately following pages are the initials, position and years of service with company of the full time employees providing service under the existing contract. The Port Authority considers the core of current staff to be full time employees and not full time equivalents.

The use of full time equivalents for these core positions will not be permitted.

Meridian Management Corporation

<u>Employee Name</u>		<u># of Years with Company</u>
AG	Project Manager	16
CC	Asst. Manager	8
SA	Admin Assistant	8
EM	Admin Assistant	8
JF	Supervisor	7
RG	Supervisor	7
JG	Supervisor	9
TJ	Supervisor	14
GM	Supervisor	7
LR	IT Supervisor	10 months
GT	Supervisor	6

**Meridian Management Corporation**

<u>Employee</u>	<u>Position</u>	<u># years with Company</u>
LA	Maintenance Mechanic	4
AA	Maintenance Mechanic	3
RB	Maintenance Mechanic	9
JC	Maintenance Mechanic	3
DC	Maintenance Mechanic	16
JD	Maintenance Mechanic	8
JD	Maintenance Mechanic	6
AF	Watch Engineer	6
JG	Maintenance Mechanic	6
DG	Electrician	15
GG	Maintenance Mechanic	7
PG	Cleaner	1
GG	Maintenance Mechanic	14
TG	Maintenance Mechanic	15
MG	Maintenance Mechanic	8
MH	Maintenance Mechanic	4
DH	Electrician	6
JK	Maintenance Mechanic	16
JL	Maintenance Mechanic	6
BM	Maintenance Mechanic	6 months
JM	Watch Engineer	8
JM	Maintenance Mechanic	6
RM	Fire Tech	8
JM	Fire Tech	6
PMS	Maintenance Mechanic	8
CP	Cleaner	2
RP	Maintenance Mechanic	9
VR	Maintenance Mechanic	8
SR	Fire Tech	8
AR	Maintenance Mechanic	11
RR	Maintenance Mechanic	7
GR	Maintenance Mechanic	9
GS	Maintenance Mechanic	5

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,  
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## PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

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

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

### 2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the option(s) to extend this Contract, then, not later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, as aforesaid, and the Base Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the “Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

### **3. Payment**

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager on or about the fifteenth day of each month following the month of commencement of this Contract and on or by the 15th 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**

Not Applicable.

#### **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:
  1. For each tour of duty, or any portion thereof, during which the Contractor fails to have on duty staff as required by the section of the Specifications entitled "Contractors Personnel - Labor and Required Staffing", an amount equal to \$100.00 per person per hour for the amount time the staff person is not there.
  2. For each incident in which the Contractor fails to properly respond to an emergency as directed by the Manager as per Part V, entitled "Response to Emergency Conditions", verbally, and/or in writing, the Contractor will be required to compensate the Port Authority the sum of \$ 1,000.00.
  3. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any item required for communication such as pagers, cell phones or facility radio to be provided to any Superintendent and Supervisory Staff hereunder, then the monthly installment payable hereunder shall be reduced by \$50.00 per item for each day or any part thereof during said month when any such mentioned items are not provided or operable. Failure of the Superintendent, Supervisor or Cleaner to immediately respond to a phone call, radio call or pager

message shall be considered a non-performance infraction. The Manager reserves the right to determine the liquidated damages assessed but the minimum liquidated damages will be equal to 200% of the appropriate hourly rate compensation for the particular labor class that failed to respond for each hour or part thereof that such person fails to respond.

4. Where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, specified in item (a) of this clause, until such time as it has been satisfactorily performed.
5. If the Contractor fails to meet the required vehicle specification or have the vehicle present at the facility, then a liquidated damages of \$200.00 per day per vehicle will be assessed. If it becomes necessary for the Port Authority to provide "assist transportation" then an additional \$500.00 per day will be assessed.
6. If the Contractor fails to provide the required Supervisory personnel then a liquidated damages of \$100.00 per hour per supervisor will be assessed for every hour or part thereof that any supervisory staff member is not present at the facility. This also holds true for vacancies for required positions due to lateness or absenteeism. Only individuals with prior approval as Supervisor on this contract can be used as substitutes for subject staff.
7. If the Contractor fails to provide a Superintendent as required then a liquidated damages of \$100.00 per hour will be assessed for every hour or part thereof that said requirement is not met. This also holds true for vacancies for required positions due to lateness or absenteeism. A Superintendent replacement list must be provided to the Port Authority at the commencement of the contract and only individuals with prior approval can be substituted as Superintendent. Revision to the list shall be made with the approval of the Manager.
8. If a Contractor's employee, in any labor category, fails to appear in full and approved uniforms, then the employee will be relieved of duty. In addition, both the employee and his/her immediate supervisor will be subject to liquidated damages at the rate of 200% of the hourly rate for each employee or supervisor, for every hour until the employee is replaced by an employee in proper attire.
9. If an employee is working in an unsafe manner or is operating equipment incorrectly, the employee will be relieved of duty and a two (2) hour non-performance liquidated damages will be assessed. The employee will not be permitted to return to work on the contract until the Contractor can prove that the employee has received adequate training to prevent a reoccurrence. The "on duty" supervisor will also be assessed a two (2) hour non-performance liquidated damages for assigning an employee to a task for which they cannot safely and efficiently perform. This liquidated damage will be assessed at the rate of 200% of the appropriate hourly rate.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor.

## 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, with a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

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

**Automobile Liability Insurance** - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

**In addition, the liability policy shall name The Port Authority of NY and NJ 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 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 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.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Attn: 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 #3418N*

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

The Manager shall have the right at any time and from time to time, in his/her sole discretion, to increase or decrease the frequencies of services required hereunder, to add Buildings/Hangars as not now described in the Specifications or to delete Buildings/Hangars that are so described.

In the event that a modification of Buildings /Hangars is desired, the Authority shall advise the Contractor, in writing, setting forth the effective date for the Buildings/Hangars change. Said notice shall be mailed no later than fifteen (15) days prior to the effective date so established.

The hourly rate for additional services quoted by the Contractor in the Pricing Sheets for the applicable year multiplied by the number of hours of services performed, shall be utilized in computing compensation for modified services hereunder.

Should any such change in Buildings/Hangars result in a reduction in payments greater than fifty percent (50%) of the Total Estimated Contract Price, minus estimated overtime hours, as set forth by the Contractor in the Pricing Sheets, the Contractor shall have the option to terminate this Agreement upon at least thirty (30) days prior written notice to the Airport General Manager. No increase in Buildings/Hangars implemented pursuant to this numbered clause shall be considered Extra Work as defined in the clause of this part entitled "Extra Work and Compensation for Extra Work."

### **8. Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

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

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

subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its

performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within 24 hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 2 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

**1. SIGNATURE SHEET**

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

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

Bidding Entity Meridian Management Corporation  
Bidder's Address 818 A1A North, Suite 300  
City, State, Zip Ponte Vedra Beach, FL 32082  
Telephone No. (904) 285-3400 FAX (904) 280-9838  
Email tbrownfield@mmcor.com EIN# Ex. 1/4

SIGNATURE

Date 10-13-09

Print Name and Title T.R. Brownfield, V.P. for Administration

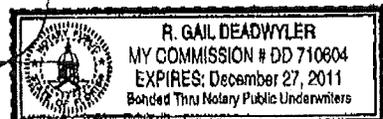
**ACKNOWLEDGEMENT:**

STATE OF: FLORIDA  
COUNTY OF: St Johns

10-15-09A11:26 RCVD

On this 13<sup>th</sup> day of OCTOBER, 2009, personally came before me, T.R. Brownfield, 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.

R. Gail Deadwyler  
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.

Date certified by the Port Authority as an SBE or MWBE: \_\_\_\_\_ (indicate which one).

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

**2. NAME AND RESIDENCE OF PRINCIPALS SHEET**

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
Elliott S. Horne	President/ Owner	Ex. 1
Donis P. Horne, Sr.	Owner	
T.R. Brownfield	Director	

10-16-09A11:25 RCVD

### 3. PRICING SHEET(S)

#### Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s).
- d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Total Estimated Three-Year Contract Price to the Total Estimated Annual Contract Price for Option Years One and Two.

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 1)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>65.71</u>	= \$ <u>130,894</u>
Superintendent Overtime (Other than Normal Hours)	100	X <u>82.14</u>	= \$ <u>8,214</u>
Assistant Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>57.39</u>	= \$ <u>114,321</u>
Assistant Superintendent Overtime (Other than Normal Hours)	100	X <u>71.73</u>	= \$ <u>7,173</u>
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>55.74</u>	= \$ <u>111,034</u>
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X <u>69.67</u>	= \$ <u>3,484</u>
Supervisor Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>65.01</u>	= \$ <u>183,588</u>
Supervisor Normal Hours (2:30 p.m.- 10:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>65.01</u>	= \$ <u>183,588</u>
Supervisor Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X <u>65.01</u>	= \$ <u>183,588</u>
Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>65.01</u>	= \$ <u>259,000</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 1)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X <u>81.27</u>	= \$ <u>4,064</u>
Supervisor Holiday Hours	264	X <u>81.27</u>	= \$ <u>21,455</u>
Watch Engineers Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	1,992	X <u>58.88</u>	= \$ <u>117,289</u>
Watch Engineers Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X <u>58.88</u>	= \$ <u>351,867</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	5,648	X <u>44.14</u>	= \$ <u>249,303</u>
Maintenance Mechanic Normal Hours (2:30 p.m.- 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X <u>44.14</u>	= \$ <u>249,303</u>
Maintenance Mechanic Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X <u>44.14</u>	= \$ <u>249,303</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X <u>44.14</u>	= \$ <u>1,055,123</u>
Maintenance Mechanic Overtime Hours	500	X <u>55.18</u>	= \$ <u>27,590</u>
Maintenance Mechanic Holiday Hours	528	X <u>55.18</u>	= \$ <u>29,135</u>
Electrician Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>65.39</u>	= \$ <u>260,514</u>
Electrician Non-Normal Hours	50	X <u>81.74</u>	= \$ <u>4,087</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 1)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours ( 7:00 a.m.- 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X <u>60.70</u> =	<u>\$ 483,658</u>
Fire System Technician Non-Normal Hours	50	X <u>75.87</u> =	<u>\$ 3,794</u>
Clerk Normal Hours ( 8:00 a.m.- 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>32.47</u> =	<u>\$ 129,360</u>
Clerk Non-Normal Hours	25	X <u>40.59</u> =	<u>\$ 1,015</u>
Cleaner Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>26.57</u> =	<u>\$ 105,855</u>
Cleaner Non-Normal Hours	25	X <u>33.21</u> =	<u>\$ 830</u>
Cleaner Monday - Friday, 7:30 am - 3:00 pm	1,000	X <u>26.57</u> =	<u>\$ 26,570</u>
Hybrid SUV (Ford Escape or Equal)	1	X <u>14,000</u> = (annual rate per vehicle)	<u>\$ 14,000</u>
Crew Cab Pick-Up Truck	2	X <u>13,977</u> = (annual rate per vehicle)	<u>\$ 27,954</u>
Full Size Passenger Van	3	X <u>12,755</u> = (annual rate per vehicle)	<u>\$ 38,266</u>
Full Size Pick-Up Truck with Power Lift Gate	2	X <u>14,588</u> = (annual rate per vehicle)	<u>\$ 29,176</u>
Full Size Cargo Van	3	X <u>12,755</u> = (annual rate per vehicle)	<u>\$ 38,266</u>
<b>TOTAL ESTIMATED CONTRACT PRICE FOR YEAR ONE</b>			<b>= \$ <u>4,702,661</u></b>
(Sum of items above) = A1			

NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 2)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>67.85</u>	= \$ <u>135,157</u>
Superintendent Overtime (Other than Normal Hours)	100	X <u>84.81</u>	= \$ <u>8,481</u>
Assistant Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>59.28</u>	= \$ <u>118,086</u>
Assistant Superintendent Overtime (Other than Normal Hours)	100	X <u>74.10</u>	= \$ <u>7,410</u>
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>58.11</u>	= \$ <u>115,755</u>
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X <u>72.64</u>	= \$ <u>3,632</u>
Supervisor Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>67.90</u>	= \$ <u>191,750</u>
Supervisor Normal Hours (2:30 p.m.- 10:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>67.90</u>	= \$ <u>191,750</u>
Supervisor Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X <u>67.90</u>	= \$ <u>191,750</u>
Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>67.90</u>	= \$ <u>270,514</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 2)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X <u>84.87</u>	= \$ <u>4,244</u>
Supervisor Holiday Hours	264	X <u>84.87</u>	= \$ <u>22,406</u>
Watch Engineers Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	1,992	X <u>60.92</u>	= \$ <u>121,353</u>
Watch Engineers Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X <u>60.92</u>	= \$ <u>364,058</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	5,648	X <u>45.69</u>	= \$ <u>258,057</u>
Maintenance Mechanic Normal Hours (2:30 p.m.- 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X <u>45.69</u>	= \$ <u>258,057</u>
Maintenance Mechanic Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X <u>45.69</u>	= \$ <u>258,057</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X <u>45.69</u>	= \$ <u>1,092,174</u>
Maintenance Mechanic Overtime Hours	500	X <u>57.12</u>	= \$ <u>28,560</u>
Maintenance Mechanic Holiday Hours	528	X <u>57.12</u>	= \$ <u>30,159</u>
Electrician Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>67.65</u>	= \$ <u>269,518</u>
Electrician Non-Normal Hours	50	X <u>84.56</u>	= \$ <u>4,228</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 2)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours ( 7:00 a.m.- 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X <u>62.80</u>	= \$ <u>500,390</u>
Fire System Technician Non-Normal Hours	50	X <u>78.50</u>	= \$ <u>3,925</u>
Clerk Normal Hours ( 8:00 a.m.- 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>33.62</u>	= \$ <u>133,942</u>
Clerk Non-Normal Hours	25	X <u>42.02</u>	= \$ <u>1,051</u>
Cleaner Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>27.56</u>	= \$ <u>109,799</u>
Cleaner Non-Normal Hours	25	X <u>34.45</u>	= \$ <u>861</u>
Cleaner Monday - Friday, 7:30 am - 3:00 pm	1,000	X <u>27.56</u>	= \$ <u>27,560</u>
Hybrid SUV (Ford Escape or Equal)	1	X <u>14,694</u> (annual rate per vehicle)	= \$ <u>14,694</u>
Crew Cab Pick-Up Truck	2	X <u>14,672</u> (annual rate per vehicle)	= \$ <u>29,344</u>
Full Size Passenger Van	3	X <u>13,450</u> (annual rate per vehicle)	= \$ <u>40,351</u>
Full Size Pick-Up Truck with Power Lift Gate	2	X <u>15,283</u> (annual rate per vehicle)	= \$ <u>30,566</u>
Full Size Cargo Van	3	X <u>13,450</u> (annual rate per vehicle)	= \$ <u>40,351</u>

**TOTAL ESTIMATED CONTRACT PRICE FOR YEAR TWO** = \$ 4,877,990

(Sum of items above) = A2

**NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.**

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>70.07</u> = \$	<u>139,579</u>
Superintendent Overtime (Other than Normal Hours)	100	X <u>87.59</u> = \$	<u>8,759</u>
Assistant Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>61.24</u> = \$	<u>121,990</u>
Assistant Superintendent Overtime (Other than Normal Hours)	100	X <u>76.55</u> = \$	<u>7,655</u>
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>60.04</u> = \$	<u>119,600</u>
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X <u>75.06</u> = \$	<u>3,753</u>
Supervisor Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>70.30</u> = \$	<u>198,527</u>
Supervisor Normal Hours (2:30 p.m.- 10:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>70.30</u> = \$	<u>198,527</u>
Supervisor Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X <u>70.30</u> = \$	<u>198,527</u>
Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>70.30</u> = \$	<u>280,075</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X <u>87.88</u>	= \$ <u>4,394</u>
Supervisor Holiday Hours	264	X <u>87.88</u>	= \$ <u>23,200</u>
Watch Engineers Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	1,992	X <u>62.87</u>	= \$ <u>125,237</u>
Watch Engineers Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X <u>62.87</u>	= \$ <u>375,711</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	5,648	X <u>47.19</u>	= \$ <u>266,529</u>
Maintenance Mechanic Normal Hours (2:30 p.m.- 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X <u>47.19</u>	= \$ <u>266,529</u>
Maintenance Mechanic Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X <u>47.19</u>	= \$ <u>266,529</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X <u>47.19</u>	= \$ <u>1,128,030</u>
Maintenance Mechanic Overtime Hours	500	X <u>58.99</u>	= \$ <u>29,495</u>
Maintenance Mechanic Holiday Hours	528	X <u>58.99</u>	= \$ <u>31,147</u>
Electrician Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>69.80</u>	= \$ <u>278,083</u>
Electrician Non-Normal Hours	50	X <u>87.26</u>	= \$ <u>4,363</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours ( 7:00 a.m.- 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X <u>64.80</u>	= \$ <u>516,326</u>
Fire System Technician Non-Normal Hours	50	X <u>81.00</u>	= \$ <u>4,050</u>
Clerk Normal Hours ( 8:00 a.m.- 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>34.81</u>	= \$ <u>138,683</u>
Clerk Non-Normal Hours	25	X <u>43.51</u>	= \$ <u>1,088</u>
Cleaner Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>28.52</u>	= \$ <u>113,624</u>
Cleaner Non-Normal Hours	25	X <u>35.65</u>	= \$ <u>891</u>
Cleaner Monday - Friday, 7:30 am - 3:00 pm	1,000	X <u>28.52</u>	= \$ <u>28,520</u>
Hybrid SUV (Ford Escape or Equal)	1	X <u>14,757</u> (annual rate per vehicle)	= \$ <u>14,757</u>
Crew Cab Pick-Up Truck	2	X <u>14,734</u> (annual rate per vehicle)	= \$ <u>29,468</u>
Full Size Passenger Van	3	X <u>13,513</u> (annual rate per vehicle)	= \$ <u>40,538</u>
Full Size Pick-Up Truck with Power Lift Gate	2	X <u>15,345</u> (annual rate per vehicle)	= \$ <u>30,690</u>
Full Size Cargo Van	3	X <u>13,513</u> (annual rate per vehicle)	= \$ <u>40,538</u>
<b>TOTAL ESTIMATED CONTRACT PRICE FOR YEAR THREE</b>			= \$ <u>5,035,412</u>
(Sum of items above) = A3			

NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>72.38</u>	= \$ <u>144,181</u>
Superintendent Overtime (Other than Normal Hours)	100	X <u>90.48</u>	= \$ <u>9,048</u>
Assistant Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>63.28</u>	= \$ <u>126,054</u>
Assistant Superintendent Overtime (Other than Normal Hours)	100	X <u>79.10</u>	= \$ <u>7,910</u>
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>62.04</u>	= \$ <u>123,584</u>
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X <u>77.55</u>	= \$ <u>3,878</u>
Supervisor Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>72.74</u>	= \$ <u>205,418</u>
Supervisor Normal Hours (2:30 p.m.- 10:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>72.74</u>	= \$ <u>205,418</u>
Supervisor Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X <u>72.74</u>	= \$ <u>205,418</u>
Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>72.74</u>	= \$ <u>289,796</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X <u>90.93</u>	= \$ <u>4,547</u>
Supervisor Holiday Hours	264	X <u>90.93</u>	= \$ <u>24,006</u>
Watch Engineers Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	1,992	X <u>64.87</u>	= \$ <u>129,221</u>
Watch Engineers Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X <u>64.87</u>	= \$ <u>387,663</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	5,648	X <u>48.73</u>	= \$ <u>275,227</u>
Maintenance Mechanic Normal Hours (2:30 p.m.- 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X <u>48.73</u>	= \$ <u>275,227</u>
Maintenance Mechanic Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X <u>48.73</u>	= \$ <u>275,227</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X <u>48.73</u>	= \$ <u>1,164,842</u>
Maintenance Mechanic Overtime Hours	500	X <u>60.91</u>	= \$ <u>30,455</u>
Maintenance Mechanic Holiday Hours	528	X <u>60.91</u>	= \$ <u>32,160</u>
Electrician Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>72.02</u>	= \$ <u>286,928</u>
Electrician Non-Normal Hours	50	X <u>90.02</u>	= \$ <u>4,501</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m.- 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X <u>66.88</u>	= \$ <u>532,900</u>
Fire System Technician Non-Normal Hours	50	X <u>83.60</u>	= \$ <u>4,180</u>
Clerk Normal Hours (8:00 a.m.- 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>36.07</u>	= \$ <u>143,703</u>
Clerk Non-Normal Hours	25	X <u>45.08</u>	= \$ <u>1,127</u>
Cleaner Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>29.48</u>	= \$ <u>117,448</u>
Cleaner Non-Normal Hours	25	X <u>36.85</u>	= \$ <u>921</u>
Cleaner Monday - Friday, 7:30 am - 3:00 pm	1,000	X <u>29.48</u>	= \$ <u>29,480</u>
Hybrid SUV (Ford Escape or Equal)	1	X <u>15,162</u> (annual rate per vehicle)	= \$ <u>15,162</u>
Crew Cab Pick-Up Truck	2	X <u>15,139</u> (annual rate per vehicle)	= \$ <u>30,279</u>
Full Size Passenger Van	3	X <u>13,918</u> (annual rate per vehicle)	= \$ <u>41,753</u>
Full Size Pick-Up Truck with Power Lift Gate	2	X <u>15,750</u> (annual rate per vehicle)	= \$ <u>31,500</u>
Full Size Cargo Van	3	X <u>13,918</u> (annual rate per vehicle)	= \$ <u>41,753</u>
<b>TOTAL ESTIMATED CONTRACT PRICE FOR 1st OPTION PERIOD, YEAR FOUR</b>			<b>= \$ <u>5,200,915</u></b>
(Sum of items above) = A4			

NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>74.77</u>	= \$ <u>148,942</u>
Superintendent Overtime (Other than Normal Hours)	100	X <u>93.46</u>	= \$ <u>9,346</u>
Assistant Superintendent Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>65.40</u>	= \$ <u>130,277</u>
Assistant Superintendent Overtime (Other than Normal Hours)	100	X <u>81.75</u>	= \$ <u>8,175</u>
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X <u>64.14</u>	= \$ <u>127,767</u>
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X <u>80.17</u>	= \$ <u>4,009</u>
Supervisor Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>75.26</u>	= \$ <u>212,534</u>
Supervisor Normal Hours (2:30 p.m.- 10:30p.m. with 1/2 hr. paid lunch)	2,824	X <u>75.26</u>	= \$ <u>212,534</u>
Supervisor Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X <u>75.26</u>	= \$ <u>212,534</u>
Supervisor Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>75.26</u>	= \$ <u>299,836</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X <u>94.07</u>	= \$ <u>4,704</u>
Supervisor Holiday Hours	264	X <u>94.07</u>	= \$ <u>24,834</u>
Watch Engineers Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	1,992	X <u>66.93</u>	= \$ <u>133,325</u>
Watch Engineers Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X <u>66.93</u>	= \$ <u>399,974</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 2:30p.m. with 1/2 hr. paid lunch)	5,648	X <u>50.30</u>	= \$ <u>284,094</u>
Maintenance Mechanic Normal Hours (2:30 p.m.- 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X <u>50.30</u>	= \$ <u>284,094</u>
Maintenance Mechanic Normal Hours (10:30 p.m.- 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X <u>50.30</u>	= \$ <u>284,094</u>
Maintenance Mechanic Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X <u>50.30</u>	= \$ <u>1,202,371</u>
Maintenance Mechanic Overtime Hours	500	X <u>62.87</u>	= \$ <u>31,435</u>
Maintenance Mechanic Holiday Hours	528	X <u>62.87</u>	= \$ <u>33,195</u>
Electrician Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>74.28</u>	= \$ <u>295,932</u>
Electrician Non-Normal Hours	50	X <u>92.85</u>	= \$ <u>4,643</u>

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours ( 7:00 a.m.- 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X <u>68.99</u>	= \$ <u>549,712</u>
Fire System Technician Non-Normal Hours	50	X <u>86.24</u>	= \$ <u>4,312</u>
Clerk Normal Hours ( 8:00 a.m.- 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>37.37</u>	= \$ <u>148,882</u>
Clerk Non-Normal Hours	25	X <u>46.71</u>	= \$ <u>1,168</u>
Cleaner Normal Hours (6:30 a.m.- 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X <u>30.49</u>	= \$ <u>121,472</u>
Cleaner Non-Normal Hours	25	X <u>38.11</u>	= \$ <u>953</u>
Cleaner Monday - Friday, 7:30 am - 3:00 pm	1,000	X <u>30.49</u>	= \$ <u>30,490</u>
Hybrid SUV (Ford Escape or Equal)	1	X <u>15,586</u> (annual rate per vehicle)	= \$ <u>15,586</u>
Crew Cab Pick-Up Truck	2	X <u>15,564</u> (annual rate per vehicle)	= \$ <u>31,127</u>
Full Size Passenger Van	3	X <u>14,342</u> (annual rate per vehicle)	= \$ <u>43,026</u>
Full Size Pick-Up Truck with Power Lift Gate	2	X <u>16,174</u> (annual rate per vehicle)	= \$ <u>32,349</u>
Full Size Cargo Van	3	X <u>14,342</u> (annual rate per vehicle)	= \$ <u>43,026</u>
<b>TOTAL ESTIMATED CONTRACT PRICE FOR 2nd OPTION PERIOD, YEAR FIVE</b>			<b>= \$ <u>5,370,752</u></b>
(Sum of items above) = A5			

NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.

PRICING SHEETS

EXHIBIT B

MATERIALS, PARTS AND COMPONENTS

<u>ESTIMATED THREE (3) YEAR NET MATERIAL COST</u>		<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>	=	<u>CONTRACTOR'S FEE</u>	+		=	<u>TOTAL ESTIMATED THREE (3) YEAR NET COST OF MATERIAL</u>
\$1,350,000.00	X ⊕ / -	6.00%	=	\$81,000.00	+	\$1,350,000.00	=	\$1,431,000.00 (B1)
<u>ESTIMATED 1ST ONE YEAR OPTION PERIOD NET MATERIAL COST</u>		<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>		<u>CONTRACTOR'S FEE</u>				<u>TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>
\$450,000.00	X ⊕ / -	6.00%	=	\$27,000.00	+	\$450,000.00	=	\$477,000.00 (B2)
<u>ESTIMATED 2ND ONE YEAR OPTION PERIOD NET MATERIAL COST</u>		<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>		<u>CONTRACTOR'S FEE</u>				<u>TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>
\$450,000.00	X ⊕ / -	6.00%	=	\$27,000.00	+	\$450,000.00	=	\$477,000.00 (B3)

Bidder shall insert a percentage to be added/subtracted (Bidder shall circle the "+" or "-") to the Net Cost of materials, parts or components (add parenthesis if a subtraction).

PRICING SHEETS

EXHIBIT C

PRICING SUMMARY

<u>FROM EXHIBIT</u>	<u>DESCRIPTION</u>		<u>TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE</u>
A	Labor & Vehicles (A1+A2+A3)	\$	<u>14,616,063 (C1)</u>
B	Materials, Parts and Components (B1)	\$	<u>1,431,000 (C2)</u>
TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE (Sum C1 + C2)		\$	<u>16,047,063 (C3)</u>

			<u>TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD PRICE</u>
A	Labor & Vehicles (A4)	\$	<u>5,200,915 (C4)</u>
B	Materials, Parts and Components (B2)	\$	<u>477,000 (C5)</u>
TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD (Sum C4 + C5)		\$	<u>5,677,915 (C6)</u>

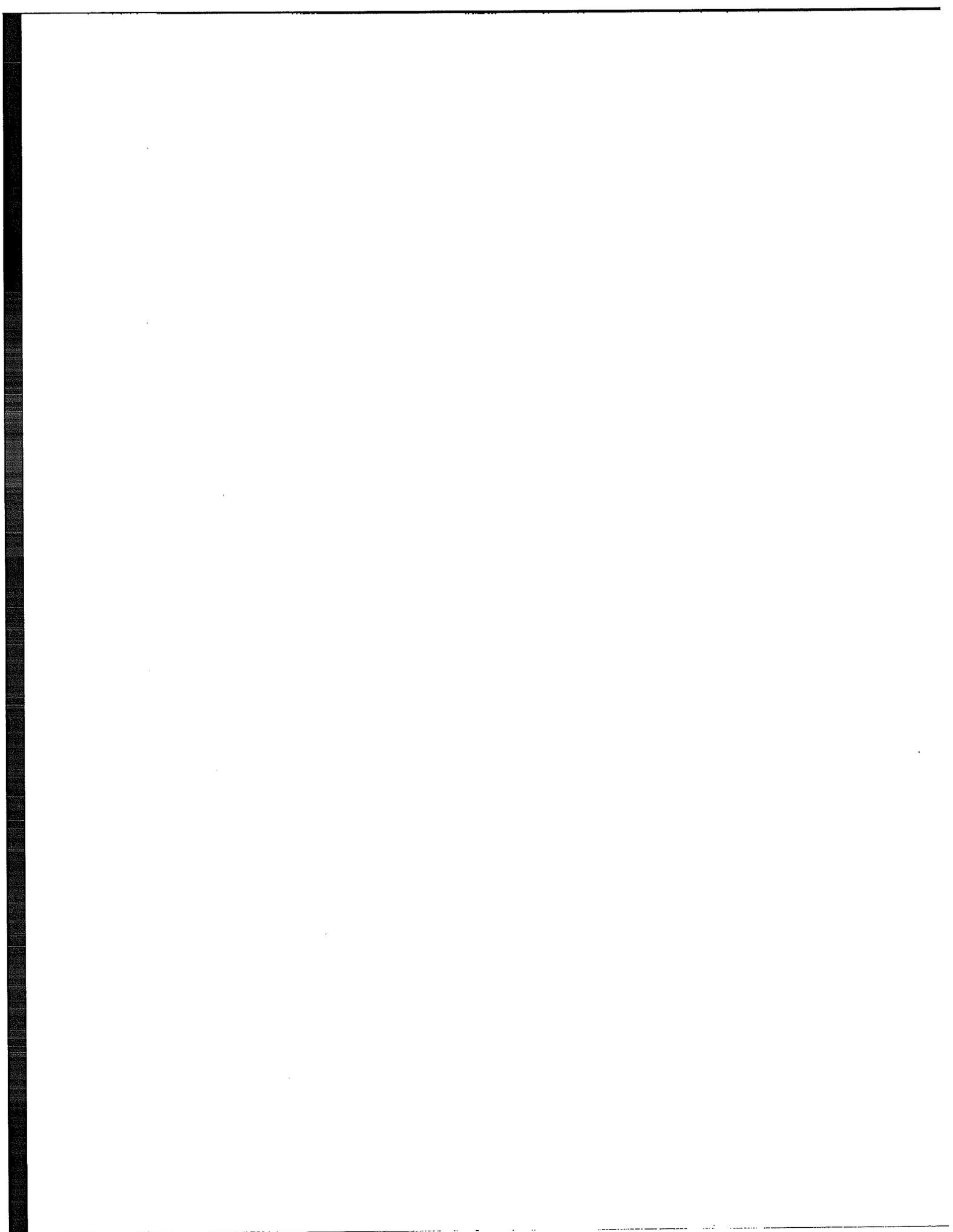
			<u>TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD PRICE</u>
A	Labor & Vehicles (A5)	\$	<u>5,370,752 (C7)</u>
B	Materials, Parts and Components (B3)	\$	<u>477,000 (C8)</u>
TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD (Sum C7 + C8)		\$	<u>5,847,752 (C9)</u>

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE PLUS 1ST & 2ND OPTION PERIODS

(SUM C3 + C6 + C9) = \$ 27,572,730

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**Exhibit 1 – CALCULATION OF HOURLY RATE FORM**

## **PART V – SPECIFICATIONS**

### **1. Specific Definitions**

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

“Facility” shall mean John F. Kennedy International Airport (JFK) located in the County of Queens, State of New York.

“Work site” shall mean such locations at the facility at which the Contractor is performing services hereunder.

As used in this Contract, the term “Manager” unless otherwise indicated, shall mean the Manager of Airport Maintenance Services Division, JFK Airport.

“Notice” shall mean a written notice.

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

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

“Director” shall mean the Director of the Aviation Department of the Port Authority.

“Superintendent” shall mean the Contractor's designated employee exclusively assigned the responsibility at the work site of assuring that all the requirements of the Contract are followed and adhered to.

“Assistant Superintendent” shall be approved by the Manager, whose presence at the work site is required between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, and at any other hours or days, as may be required or approved by the Manager. The Assistant Superintendent must be reachable at all times, 7 days per week, including holidays. The Assistant Superintendent will be responsible for daily operations, perform duties as directed by the Superintendent and assume responsibilities of Superintendent in his absence. The requirements shall be the same as for the Superintendent.

“Information Technology/ Maintenance Scheduling Supervisor” shall have the same background requirements as the Supervisor with the addition of 5 years experience working with Maintenance Management Scheduling Systems. The following shall apply:

**PART V – SPECIFICATIONS**

- Establish and maintain the maintenance management information system providing hardware and software technical support.
- Interface with software Technology vendor
- Provide technical and functional training to staff.
- Administer procedures and policies for the classification of maintenance work: to insure integrity of system, and make corrections accordingly.
- Develop Management reports as required.
- Track backlog to ensure that maintenance is performed in a timely manner.
- Schedule workload to maximize balance between workforce and workload

“Supervisor” shall mean the Contractor’s designated employee(s) assigned exclusively to the work site exercising direct charge of assigned Contractor workers in conformity with requirements of the Contractors collective bargaining agreements, or other requirements normal and customary in the specific trade or craft.

“Watch Engineer, USM /or Stationary Engineer” shall mean the Contractor’s worker(s) assigned exclusively to the work site for the purpose of operating, maintaining, testing and altering building utility systems at the work site including but not limited to heating, air conditioning, fire protection, electrical systems, plumbing, and general structural items. “Watch Engineer, Stationary Engineer and USM” as used in this contract are the same.

“Maintenance Mechanic” shall mean the Contractor’s worker(s) assigned exclusively to the work site for the purpose of assisting Watch engineers in the operation, maintenance and/or alteration of building utility systems. Additionally, he will be required to work independently in the repair and/or maintenance of general structural items involving carpentry, painting, doors and door hardware.

“Electrician” shall mean the Contractor’s worker(s) assigned exclusively to the work site for the purpose of including but not limited to maintaining, testing, troubleshooting and installations/alterations of electrical systems.

“Fire System Technician” shall mean the Contractor’s worker(s) assigned exclusively to the work site for the purpose of including but not limited to maintaining, testing and repairing of fire protection systems and general plumbing maintenance.

“Clerk” shall mean the Contractor’s worker assigned exclusively to the work site for the performance of general clerical administration requirements including Contractor attendance records, work schedules, work orders and other similar maintenance requirements.

“Cleaner” shall mean the Contractor’s worker assigned exclusively to the work site for the purpose of performing general housekeeping/ground keeping duties typically required for the maintenance of the work site office areas, restrooms, shops and surrounding grounds.

“Crew Cab” shall mean a 4x4 pick-up GMC Sierra 1500 or equal.

“Full Size Passenger Van” shall mean a GMC Savana passenger 1500 RWD LT or equal.

“Full Size Pick-Up Truck with Power Lift Gate” shall mean full size 4x4 pick-up truck with power lift gate GMC Sierra 1500 or equal.

“Full Size Cargo Van” shall mean GMC Savana Cargo Van Rear Wheel Drive 1500 135” or equal.

“Schedule of Unit Prices” or words of similar import shall mean the Schedules of Unit Prices contained in this Contract in Part IV.

“Classified Work” shall mean the items of services set forth in the Schedule of Unit Prices and shall include any service hereafter required which is of the same general character as that set forth in any of said items. In determining what is of the same general character, there shall be taken into consideration the provisions for measurement for payment appearing in Part V which provisions shall form a part of the items in said Schedules of Unit Prices.

“Unclassified Work” shall mean Work other than Classified Work.

“Estimated Total for Classified Work for three Years” shall mean the result obtained by applying the prices quoted by the Contractor in the Schedule of Unit Prices.

“Extra Work” shall mean Unclassified Work required by the Manager, which is in addition to that required by the Specifications in their present form.

“Subcontractor” shall mean anyone who performs services (other than or in addition to the furnishing of materials, plant or equipment) at or about the Work site, 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 or who performs services which consists only of the operation of equipment of which he is the lessor.

“Materialperson” shall mean anyone who furnishes materials or equipment to the Contractor or any subcontractor for use at or about the Work site in the performance of Work.

“Materialperson” or “Subcontractor”, however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent

or the subsidiary of the Contractor has a substantial interest, except approval to use such a related company in the work is required.

“Worker”, “Workingperson” or “Workperson” shall mean any employee of the Contractor or of a subcontractor who performs personal labor or personal services at the Work site.

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

“Work” shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Port Authority) and other facilities and all other things necessary or proper and incidental to the operation and maintenance of the mechanical systems located in, but not limited to, Building numbers 60, 67, 78, 111, 206, 208, 209, 214, 216, 260, Hangar numbers 3, 4, 5, 15, 16, 17 and 19 and Terminal 6 and associated structures located at JFK Airport. The Port Authority has the unilateral right to add or remove Buildings or Hangars as needed.

## **3. Health Benefits for Full-Time Employees**

### **A. Definition:**

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) 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.

B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph 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 list of 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 Calculation of Hourly Rate Form for each employee in each category required under this 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 or enrollment fees:

The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

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);

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 and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

**4. Wages 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 (Watch Engineer, Maintenance Mechanic, Electrician, Fire Systems Technician and Cleaner) performing such duties exclusively.
- 2) "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 plans are not included as wages.
- 3) "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, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. 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 as Supplemental Benefits.

- 4) "Non-overtime Hours Worked" shall mean the straight-time 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.
- 5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) 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 (12) month period.

**B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.**

For example: Assume an employee begins working for the Contractor on January 1, 2007. 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 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and 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 2007.

**C. Contractor in the performance of the services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage and fair and reasonable Supplemental Benefits for each employee in each category as set forth below:**

<u>Position</u>	<u>Year 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Superintendent	\$45.34	46.70	48.11	49.56	51.05
Assistant Superintendent	\$39.07	40.56	41.78	43.04	44.34
Supervisor	\$38.19	39.34	40.52	41.74	43.00

Information Technology/ \$38.19 39.34 40.52 41.74 43.00  
Maintenance Scheduling Supervisor

Clerk \$22.08 22.75 23.44 24.15 24.88

- D. 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 Minimum Hourly Wage for employees holding the positions of (Watch Engineer, Maintenance Mechanic, Electrician, Fire Systems Technician and Cleaner) performing such duties exclusively, shall each 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.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages higher than the Minimum Hourly Wage hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages 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.
- F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental 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 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.
- G. The Contractor 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 and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have 15 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 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, supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages and supplemental benefits provisions of this contract.

- H. 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 showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract 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 and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I, attached hereto and made a part hereof.
- I. 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 set forth herein (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 wages (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 Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject 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. The Port Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

- J. 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(s) due to the Contractor under this Contract.
- K. 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 Port Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

## **5. Introduction And General Provisions**

The Contractor will be required to do all things necessary or proper for or incidental to the performance of services related to the operation and maintenance of Building numbers 60, 67, 78, 111, 206, 208, 209, 214, 216, 260, Hangar numbers 3, 4, 5, 15, 16, 17 and 19 and Terminal 6 and associated structures located at JFK Airport, (the Port Authority has the unilateral right to add or remove Buildings/Hangars as needed) including airline terminal hangar services at John F. Kennedy Airport. In addition, all things not expressly mentioned in these Specifications, but involved in carrying out their intent and in the complete and proper execution of the Work prescribed in the Specifications are required by these Specifications; and the Contractor shall perform the same as though they were specifically delineated, described and mentioned.

The Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, a compensation determined from the services performed upon the basis of the items, units of measurement and prices specified in Part IV hereof and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to of deductions from such compensation.

This Contract is one entire indivisible contract for the performance of all the Contractors obligations thereunder and is not separable.

Some Sections of the Specifications may make cross-references to Work specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination. Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all Work

which may be related to that under each Section of the Specifications, whether or not expressly referred to.

Some Sections of the Specifications contain general descriptions of the Work and/or of the facilities, buildings, systems, sub-systems, components and equipment. Such descriptions are merely very general and are not intended to be complete and accurate descriptions and inasmuch as they are based on the original designs may not reflect subsequent changes. Accordingly, such description shall be construed as an aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the Work to be performed.

The Contractor's compensation for all Work whatsoever referred to in the Specifications in their present form, even though the need for certain items of such Work may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the Schedule of Prices for Classified Work. Unless the Specifications expressly state that compensation in addition to such compensation will be payable. The express statement, in some cases to the effect that certain work shall be without additional cost to the Port Authority, shall not impair the application of this paragraph in other cases.

#### **6. Performance Procedures**

The Manager shall have the right to determine the total number of staff to be employed by the Contractor under this Agreement. As part of this total, the Port Authority shall establish the number and type of staff to be assigned to operational and/or maintenance activities on each shift, seven (7) days each week twenty-four (24) hours a day, throughout the year. At any point in time during the period this Agreement is in effect, the Port Authority may revise the number and/or type of staff so assigned. In addition to purely operational activities, staff so assigned shall perform maintenance work as directed by the Manager. The balance of the staff shall perform maintenance activities as directed by the Manager. In the event of emergency within the Airport such as fire, flooding, power failure (the foregoing is by way of example and not limitation), all staff shall render assistance as requested even though such assistance may not be related to their specific duties. In the event of emergencies whether or not related to their specific duties, the Contractor's staff shall contact the Manager immediately.

#### **7. Contractor's General Responsibilities And Obligations**

The Contractor shall perform services related to the operation and maintenance of certain facility systems and the administration of certain facility operation and maintenance services performed by others at JFK Airport as more fully provided in these Specifications. All such services shall be effectuated by the Contractor in a safe, orderly and efficient manner. The Contractor shall apply customary and acceptable management techniques, so as to provide a safe and productive working environment at the Work site.

The Contractor shall provide all labor, materials, and equipment, subject to prior review and approval by the Manager, supervision and administration, as specified and as may be

required for the operation and maintenance of the Work site in a manner acceptable to the Port Authority.

The Contractor shall, at all times cooperate with the Manager, who shall be advised immediately by the Contractor's personnel of any abnormal, unsafe, unusual or emergency condition at the Work site.

The Contractor shall immediately inform the Manager upon discovery of any mechanical, electrical, structural or plumbing breakdown, malfunction, unsafe condition, damage, crack, break or other sign of disrepair of any of the plumbing fixtures or associated water supply or drainage connections, doors, walls, ceilings, floors, furniture, glass, fire protection, or any other part of or appurtenance at any Facility structure at which the Contractor is required to perform services under the Specifications. Immediately upon discovery of any such condition, the Contractor shall safeguard any area in which such conditions are found to exist.

The Contractor shall coordinate with and obtain the approval of the Manager for all details of his maintenance program, including but not limited to, the specific tasks or routines he intends to perform and the frequencies at which he intends to perform them, which shall be based, among other things, on the information and recommendation of the equipment manufacturers, vendors and installers of the system, sub-system, items of equipment and components at the Work site.

If at any time it shall be, from the viewpoint of the Port Authority, impracticable or undesirable in the judgment of the Manager to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Port Authority, he shall have authority to suspend performance of any portion or all of the Contract until such time as he may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Port Authority impracticable or undesirable in the judgment of the Manager to proceed with or continue the performance of the Contract or any part thereof for reasons beyond the control of the Port Authority, he shall have authority to cancel this Contract as to any or all portions not yet performed. 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.

#### **8. Existing Conditions**

Certain areas of the Work site may contain PCB's or asbestos containing materials. The Contractor may be required to perform work in such areas. Should PCB's or asbestos material be encountered, work in the area shall be suspended, and the Manager must be notified orally to be confirmed in writing. Others will abate the PCB's or asbestos. The Manager's instructions shall be followed regarding continuing performance of work.

#### **9. Contract Specific Personnel Requirements**

There shall be no personnel changes, moves or modifications to the seniority list, described in Part II, unless expressed written approval is received from the Manager.

The Contractor shall furnish competent and adequately trained personnel to perform the Work required herein.

If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, or in the determination of the Manager has taken any action which constitute a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest or to the best interest of the Port Authority, the Contractor shall remove any such personnel and replace them by personnel satisfactory to the Port Authority within twenty-four (24) hours upon notice from the Port Authority.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff.

The above personnel requirements are in addition to the Personal Standards and Requirements set forth in the Standard Contract Terms and Conditions herein attached.

#### **10. Contract Specific Uniform Requirements**

The Contractor shall provide for his staff all necessary distinctive uniforms and identification badges or woven identification insignia of a type and style which shall be subject to the prior and continuing approval of the Manager and the Contractor's employees shall wear these uniforms and identification badges or insignia at all times while performing the operations hereunder. The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times, that his employees will make a minimum of two changes of uniforms per week and that he shall supply his employees with sufficient uniforms to comply with said requirements. The Contractor shall also provide for his staff all necessary safety equipment including but not limited to the following; ANSI safety shoes, hard hats, hearing and vision protection. Safety shoes must be worn at all times and all other safety items must be used as the work being performed dictates.

#### **11. Cell Phones And Keys**

The Port Authority shall furnish the necessary keys required for admittance to equipment spaces under the Contractor's responsibility. All such issued items shall remain the property of the Port Authority; if a key is lost the Contractor will pay the Port Authority \$50.00 per key, and if a door lock is broken by the Contractor, the Contractor will pay the Port Authority \$250.00 per door lock. The Contractor shall maintain an up-to-date record

indicating to whom all keys and cards have been issued, and shall quarterly or at the Manager's request inventory all such items.

The Contractor shall provide cell phones for the Superintendent, Assistant Superintendent, Fire Systems Technician and the Shift Supervisor while on duty, plus two (2) Verizon cell phones for Port Authority staff.

## **12. Materials, Supplies And Tools**

The Contractor shall furnish subject to reimbursement by the Port Authority, all materials and supplies including, but not limited to filters and lubricants, equipment, temporary barricades, warning signs and other safety precautions, and all other things necessary or proper to incidental to the operation and maintenance hereunder. NOTE: All Utilities (natural gas, heating fuel oil, domestic water and electricity) are to be furnished by the Port Authority. Materials and lubricants shall be as approved by the Manager. Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access for performance of maintenance.

The Contractor at his expense will provide all hand tools typically required to fulfill the outlined maintenance requirements.

As between the Contractor and the Port Authority, the risk of loss or damage to any materials, tools and equipment of the contractor shall be borne by the Contractor.

At the option of the Manager, any materials that are replaced and/or removed during the performance of work hereunder shall remain the property of the Port Authority and shall be delivered to the Manager to a location on the Work site determined by the Manager. Materials not to be retained by the Port Authority shall be disposed of by the Contractor, as directed by the Manager.

## **13. Prevailing Rate Of Wage**

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

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the Comptroller of the City of New York for the locality and for the period of time in which the work is performed unless otherwise indicated.

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

#### 14. Employee Security

All employees working on site must possess an airport security ID. Staff required to get an ID must submit applications as part of the process. The application submitted will require the individual to supply a ten- (10) year background history with the last five- (5) years documented and verified. In addition, any gaps of undocumented time of twelve (12) months or more not resolved to the satisfaction of the Manager will "trigger" a requirement for a criminal history records check to ensure that the individual was not convicted of any of the qualifying crimes, as mandated by the FAA.

#### 15. Staffing Levels

The following classifications of labor and their respective hours are anticipated for the performance of work at the work site.

##### SHIFT SCHEDULE

SUN	MON	TUES	WED	THUR	FRI	SAT
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SQUAD # 1	A	A	A	A	OFF	OFF	A
SQUAD # 2	B	B	B	B	B	OFF	OFF
SQUAD # 3	OFF	OFF	C	C	C	C	C
SQUAD # 4	C	C	OFF	OFF	A	A	B
SQUAD # 5	OFF	MTC	MTC	MTC	MTC	B	OFF
SQUAD # 6	OFF	MTC	MTC	MTC	MTC	MTC	OFF

**SHIFT SCHEDULE HOURS ARE AS FOLLOWS**

“A” Shift = 10:30 p.m. through 6:30 a.m. (8 hrs. with paid lunch break)

“B” Shift = 6:30 a.m. through 2:30 p.m. (8 hrs. with paid lunch break)

“C” Shift = 2:30 p.m. through 10:30 p.m. (8 hrs. with paid lunch break)

“MTC” (Maintenance Shift) shall work 6:30 a.m. through 3:00 p.m. (8-hrs. pay and ½ hr. unpaid lunch break)

**\* STAFFING MUST BE PROVIDED AS FOLLOWS**

Squads # 1, 2, 3, 4 and 5 must consist of the following minimum personnel:

1 Supervisor and 2 Maintenance Mechanics.

In addition, the B shift will include a Watch Engineer in their personnel.

Squad # 6 must consist of the following minimum personnel:

1 Superintendent, 1 Assistant Superintendent, 1 Maintenance Scheduling supervisor, 1 Supervisor, 3 Watch engineers, 12 Maintenance Mechanics, 2 Electricians, 4 Fire Systems Technician, 2 Cleaners and 2 Clerks.

Note that the above staffing levels may be changed at any time at the Manager's request.

**16. 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 fully describe all duties to be performed by workers of each classification.

**SUPERINTENDENT**

#### a) Management and Supervision Function

The Contractor shall provide a Superintendent, to be approved by the Manager, whose presence at the work site is required between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, and at any other hours or days, as may be required or approved by the Manager. The Superintendent must be reachable at all times, 7 days per week, including holidays.

The Superintendent shall have a minimum of ten- (10) year's experience in facility and building management services including a working knowledge of aviation procedures, and familiarity with aeronautical operations areas. The Superintendent shall possess a minimum of ten- (10) year's experience in the management of maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at the JFK work site, which the Contractor is obligated to maintain under this contract.

The Superintendent must be able to communicate effectively in writing and orally as well as have solutions to problems and make clear and succinct recommendations. He shall also command a work force to insure productive results. He shall meet the following standards:

- ◆ To be familiar with all contract requirements and to assure that they are properly performed
- ◆ To be responsible for the performance of a qualified and reliable staff for all scopes of services.
- ◆ To evaluate all equipment and systems operationally and to provide the Manager with a list of deficient items and recommendations for improvements/repairs.
- ◆ To maintain an effective energy conservation program
- ◆ To carry out policies and procedures concerned with safety and work methods
- ◆ To assure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
- ◆ To establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment
- ◆ To be responsible for maintaining a high quality of service at minimum cost when subcontracting work which cannot be performed by on-site personnel.
- ◆ To 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.

- ◆ To assure that work responsibilities are allocated properly among staff by developing and implementing manpower schedules, and work methods and procedures designed to obtain low cost and efficient operations.
- ◆ To be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
- ◆ To regularly and systematically analyze the performance effectiveness of the scope of services and to initiate corrective action when necessary.
- ◆ To perform periodic preventive maintenance and safety inspections.
- ◆ The Superintendent shall 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 Superintendent 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.
- ◆ If the Superintendent does not perform in a proper manner and to the satisfaction of the Manager, then, upon written notice from the Manager the Contractor shall remove the Superintendent and replace him with a Superintendent satisfactory to the Manager.
- ◆ The Contractor shall not remove the Superintendent without the prior written approval of the Port Authority. The Superintendent shall devote his time exclusively to his responsibilities in connection with the Work to be performed under this Contract.

#### b) Duties and Responsibilities

- ◆ To 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.
- ◆ To 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.
- ◆ To coordinate with the Manager the monitoring of the performance of said service Contractor personnel and procures, record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components at the work site.

- ◆ To administer and coordinate all matters relating to the scopes of services performed under this Contract.
- ◆ To handle any and all problems that might arise in the performance of the scopes of services.

## SUPERVISOR

Supervisors are required to have a minimum of ten- (10) year's experience performing maintenance of architectural, mechanical, plumbing and electrical systems comparable to that at the work site.

Additionally, it is highly desirable that the Supervisor possesses the same qualifications as of the Watch Engineer position requirements including licenses.

The Supervisor is also required to have experience and a working knowledge of aviation procedures as they relate to the aeronautical operations areas including the ability to coordinate and log aircraft movements in and out of the work site hangars.

Supervisory personnel shall mean only the Superintendent and the 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 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 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 directly supervise workers. 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 workers become unavailable to the facility due to a strike or other reason, the Contractor is responsible to operate the mechanical systems and shall provide, to the limits of available man-hours, that mechanical system maintenance necessary to allow continued operation of the system.

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 Port Authority, the Contractor shall remove any such personnel and replace them with satisfactory personnel. 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 Port Authority.

#### WATCH ENGINEER (WE)

The required Watch Engineers shall be licensed high-pressure boiler and refrigeration machine operators. Each of the WEs shall hold and maintain a High Pressure Boiler Operators license issued by The City of New York Department of Buildings, a Refrigeration Machine Operators license (unlimited capacity) as issued by The City of New York Fire Department and a CFC Universal Certification as issued by the U.S. EPA. A Pesticide license as issued by the EPA for cooling towers (7g) is also desirable.

Under the general supervision of The Superintendent, 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, high and low pressure boilers, fire protection systems and various other utility systems, including the auxiliary equipment, pneumatic and electrical 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 off tours. The Watch Engineer leads and monitors the work of lower journey-level and semi-skilled workers in the proper testing, operating and maintenance of plant/facility systems and equipment.

The Watch Engineer must have a minimum of five years experience at operating and maintaining high-pressure boilers of at least 3000 Hp/100,000 lb./hr. capacity including associated equipment. The candidate shall also have at least five years experience at operating and maintaining refrigeration machines rated at or above 1500 tons, electrical as well as steam driven.

#### Other Requirements:

- ◆ High school graduate or possess a recognized high school equivalency certificate.
- ◆ Must have a Valid New York or New Jersey driver's license.
- ◆ Extensive knowledge of plumbing; hot/cold water distribution; fire protection systems including wet/dry sprinkler and stand pipe systems; aircraft hangar deluge system experience is essential; pumps; air compressors, water treatment; soldering, brazing and welding.
- ◆ Electrical experience including inspection, service and repair of 208/220 and 277/480 volt 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 lead-man ability to supervise 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.

#### MAINTENANCE MECHANIC (MM)

Under the general supervision of the Superintendent and/or the working supervision of the Utilities System Maintainer, perform a variety of duties in the operation, maintenance, repair and alteration of utility 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 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 - he must be a high school graduate or possess a recognized high school equivalency certificate, and a Valid New York or New Jersey drivers license.

Additionally, the maintenance mechanic 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

#### ELECTRICIAN

Under the general supervision of the Superintendent, 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 must have a minimum of five- (5) year's experience in maintaining, troubleshooting, repairing and installations/alterations of electrical systems. The candidate must be completely familiar with the basic principles and theory of electricity, trade practices, applicable electrical codes and safety precautions of the electrical trade.

**Additional Requirements and duties:**

- ◆ Must be a high school graduate or possess a recognized high school equivalency certificate.
- ◆ Must not be colorblind.
- ◆ Must have a Valid New York or New Jersey driver's license.
- ◆ 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 control systems.
- ◆ 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 extensions of overhead and underground distribution systems, splices cable, installs motors, relays, protective devices, light fixtures and similar components of electrical systems.
- ◆ Estimate 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.

**FIRE SYSTEM TECHNICIAN**

Under the general supervision of the Superintendent, Supervisor and/or the working supervision of the Utilities System Maintainer, will perform a variety of duties in maintaining, repairing and testing steam, sprinkler, fire protection and plumbing systems.

The Fire System Technician must have a minimum of three (3) years experience in maintaining, repairing and testing of all types of fire protection systems. The candidate must be completely familiar with the principles, trade practices, safety precautions, municipal plumbing and heating codes affecting fire prevention .

**Additional Requirements and duties:**

- ◆ Must be a high school graduate or possess a recognized high school equivalency certificate.
- ◆ Must have a Valid New York or New Jersey driver's license.
- ◆ Installs, inspects, repairs and maintains high and low pressure steam lines, valves meters, traps, fittings and equipment.
- ◆ Installs and maintains radiators, heating units, oil/gas burners, boilers and steam consuming equipment.
- ◆ Overhaul pumps or air compressors and repairs and installs pressure reducing valves.
- ◆ Inspects, tests and maintains all types of wet and dry sprinkler, standpipe or other type of fire protection systems.
- ◆ Tests and adjust control valves or gauges and associated equipment.
- ◆ Handles routine trouble notices, inspects and makes necessary repairs.
- ◆ Estimates and lists materials and tools necessary for job.
- ◆ Performs comparable plumbing repairs and maintenance work.
- ◆ May be required to use cutting and welding equipment.
- ◆ Performs other comparable related Steam and Sprinkler Fitting work as required.
- ◆ Fill out all testing forms as required .

#### CLEANER

The Cleaner shall perform a variety of duties in the housekeeping/groundskeeping areas. Assigned tasks will be accomplished either independently or in the company of other higher-level personnel as directed by supervision. Typical duties include, but are not limited to the following:

- ◆ Sweeping, mopping, cleaning of office areas and restroom facilities or other areas as assigned.
- ◆ Emptying trash receptacles, window washing, grass cutting and snow removal as required.
- ◆ May be required to use and operate a variety of housekeeping, cleaning machines such as  
Powered scrubbing/buffing/vacuum machines

- ◆ May be required to move light office furnishings and supplies
- ◆ Perform other related unskilled housekeeping and/or groundskeeping duties.

The individual selected should:

- ◆ Have a valid New York or New Jersey drivers license
- ◆ Be able to understand and follow oral instructions
- ◆ Have knowledge of and be able to operate a variety of housekeeping groundskeeping machines such as scrubbers and buffers and other powered gardening equipment.
- ◆ Be physically able to perform lifting and pushing tasks as required.

#### CLERK

Under the general supervision of the Superintendent, the Clerk shall perform work for the Contractor's staff at the work site, which is necessary to assure that proper maintenance is provided, that personnel assignments are properly reported, and that attendance of personnel is assured. No work shall be performed by this Clerk relating to general administration of this Contract such as recruitment, hiring of new personnel or the preparation of payroll and related records whether required for the Contractors use or the Port Authority's use. The cost of Clerical personnel employed by the Contractor off the work site, regardless of whether such personnel perform work related to this Agreement part time or full time, is not a reimbursable Contractor's expense.

The Clerk shall perform responsible and varied clerical and typing duties including:

- ◆ Preparation and maintenance of locally kept records including the preparation of work schedules and accompanying work orders.
- ◆ The set-up and maintenance of records relating to the maintenance and repair of machinery, equipment, systems and components covered by this Contract.
- ◆ The preparation of any/all Port Authority required reports related to the consumption of utilities including oil, gas, water and electricity.
- ◆ The participation in the implementation of an Port Authority required maintenance program including the establishment of a comprehensive directory of maintenance procedures.
- ◆ The maintenance of all reference materials including operation and maintenance manuals, catalogs, etc.
- ◆ The preparation and maintenance of material, equipment and parts replacement purchase orders.

- ◆ Answering telephone and both taking and relaying messages.

### **17. Approval Of Staffing**

The Contractor shall submit to the Manager within five (5) days after acceptance of his Proposal, 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 which 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 a) the terms and conditions of any and all 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.

### **18. Limitation On Contractor's Employee's Hours**

No employee of the Contractor or any subcontractor performing services hereunder shall be permitted to work more than eight (8) hours per day unless an employee or employees are unavailable to perform required services and the Contractor has obtained the Manager's prior approval to assign additional work time to a particular employee. If both such conditions are met and additional work time is assigned by the Contractor, the Contractor shall schedule the work so as to ensure that no employee works more than sixteen (16) hours per day and no employee resumes Work less than eight (8) hours following extended hours or shifts.

Despite the foregoing limitation on work hours, in the event that the Manager determines that an emergency exists at the Work site so as to require the utilization of all available employees of the Contractor and any subcontractor beyond the hours permitted herein, the Manager may require the Contractor to keep such employees at the site to assist him for such time as the emergency is in effect. Work performed by such employees at the Work site during such an emergency shall be "Extra Work" as defined in the clause of the Form of Contract entitled "Extra Work and Compensation for Extra Work" and shall be subject to all provisions of such clause, including those relating to compensation.

## **19. Safety, Efficiency, Courtesy, And Cleanliness**

The Contractor shall conduct his operation in a safe, efficient, clean and courteous manner. In the performance of all Work required hereunder, the Contractor shall exercise every precaution to prevent injury to persons and damage to property.

In furtherance of this obligation, he/she shall, erect such barricades and railings; give such warnings; display such lights, signals and signs; exercise such precautions against fire; adopt and enforce such rules and regulations for his personnel's performance of the work and take such other precautions as may be necessary, desirable or proper or as may be directed by the Manager.

The Contractor shall not perform or permit to be performed any act which will, in the opinion of the Manager, create a hazardous condition or nuisance at the Work site.

The Contractor shall rope off any unsafe area and place appropriate warning signs to prevent accidents from occurring.

The Contractor shall, at all times, maintain in a clean and orderly condition and appearance all facilities and spaces provided by the Port Authority for the Contractor's operations hereunder as well as any fixtures, equipment, sink closets, and property of the Port Authority which are located within said facilities and spaces.

The Contractor shall promptly report in writing to the Manager, Claims Administration, all accidents whatsoever arising out of or in connection with the performance of this Contract which result in death, injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury or serious damage is caused, the accident shall be reported immediately by telephone to both of said representatives of the Port Authority.

If any claim is made by any third person against the Contractor or any subcontractor on account of an accident, the Contractor shall promptly report that fact in writing to the aforementioned representatives of the Port Authority giving full details of the claim.

The Contractor shall provide at the Work site such equipment and medical facilities as are necessary to supply first aid service, in case of an accident, to employees of the Contractor or his subcontractors injured during their performance of the Work. He shall also have standing arrangements for the removal and hospital treatment of such injured employees.

No approval by the Port Authority and no failure by the Port Authority to bring to the Contractor's attention improper methods or procedures used by the Contractor or to require a change in them or to direct the Contractor to take any particular precautionary measures shall relieve the Contractor of his liability for injuries to persons or damage to property arising out of his operations, all as more fully provided in the clause of the Form of Contract entitled "Approvals by or on Behalf of the Manager".

## **20. Areas Available For Contractor's Use**

The Port Authority will make office, locker room and storage areas available to the Contractor for his use during the term of the Contract solely in connection with his performance of services under the Contract. All such areas will be pointed out to bidders during the facility inspection provided for in the Information for Bidders. It is expected but not guaranteed that all such areas will be made available to the Contractor upon commencement of his services at the Facility.

Areas made available to the Contractor may be changed by the Manager at his discretion but with reasonable notice to the Contractor. The Port Authority shall, arrange for such relocation, if required, at no cost to the Contractor, and provide utilities for all such areas made available to the Contractor.

Upon expiration or termination of this Contract or upon the relocation and/or change in size of any areas provided to the Contractor by the Port Authority pursuant to this Contract, the Contractor shall promptly vacate the area leaving such area in the condition that existed as of the commencement of this Contract, reasonable wear and tear accepted.

The Port Authority shall have the right at all times to enter upon the area and facilities provided to the Contractor under this clause to inspect their condition as well as to observe the performance by the Contractor of its obligations under this Contract. The Port Authority may enter upon any area or facilities made available to the Contractor hereunder at all reasonable times to make any repairs, replacements, additions or alterations as may, in the opinion of the Manager, be deemed necessary or advisable. Any right to inspect or enter on the part of the Port Authority, provided for in this paragraph, shall not impose upon the Port Authority any obligation to inspect, construct or maintain or to make repairs, replacements, alterations or additions to any portion of the areas made available to the Contractor, nor shall such right to inspect or enter result in any liability on the part of the Port Authority for any failure so to do, or relieve the Contractor of any of its obligations under this Contract. The Contractor shall at all times clean, maintain and repair the areas and facilities provided hereunder and all fixtures, equipment and other appurtenances located therein.

The Port Authority will provide to the Contractor sufficient keys and/or provide access to any secured area of the Work site to which the Contractor's access is necessary for performance of work under the Contract. All such keys shall nevertheless remain the property of the Port Authority. The Contractor shall maintain an up to date record indicating to whom all such keys and/or cards have been issued, and shall periodically inventory all such items and immediately notify the Manager orally and in writing of any lost or missing keys or cards.

## **21. Space And Supporting Facilities**

During the effective period of this Contract and solely for its operations under this Contract, the Contractor shall be provided, without charge, with the spaces necessary, in

the opinion of the Port Authority, for the Company's supervisory, and craft personnel. These spaces shall be utilized as offices, locker areas, shops and storage areas, as required. In addition, the Contractor shall supply all necessary tools and equipment to perform the necessary work. The Port Authority shall have the right from time to time and at any time to change the location or locations of the spaces or any part thereof. Upon expiration or earlier termination of this Contract or upon the change of locations of the spaces or any part thereof, the Contractor shall promptly vacate the space and leave the same in the condition existing as of the commencement of this Contract, reasonable wear and tear accepted.

The Contractor shall at all times maintain the spaces in a clean and orderly condition and appearance including all fixtures, equipment and personal property of the Port Authority which are located in or on such spaces. The Port Authority shall have the right at all times to enter upon the spaces for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

#### **22. Maintenance Vehicles Furnished By The Contractor And Parking For Contractors' Personnel.**

The Contractor shall furnish and maintain, for exclusive use by the Contractor's employees at the Facility, 24 hours per day, a minimum of two (2) crew cab pick-up trucks, three (3) cargo vans, three (3) full size passenger vans, two (2) full size pick-up trucks, and one (1) hybrid SUV. All vehicles at the start of the contract must be no more than a maximum of two (2) years old with all documentation showing that vehicles were maintained according to manufacturer's specifications and all vehicles must be continually maintained to manufacturer's specifications during the term of this contract. The exterior appearance of all vehicles must be in like new condition and if any damage was to occur it must be repaired in a timely fashion. The color, style, and identification of such vehicle shall be subject to the prior and continuing approval of the Port Authority. All costs related to the vehicles, including, but not limited to fuel, oil, maintenance, and any liability insurance not provided under the clause of the Form of Contract entitled "Insurance provided by the Port Authority" shall be borne by the Contractor.

Parking for such vehicles and for the Contractors and subcontractor's personnel assigned to perform Work under the Contract will be available at the Facility.

#### **23. Development Of Facility Maintenance And Operation Program**

The Contractor shall assist the Port Authority in developing a comprehensive program for the required maintenance and operation of the Work site. Such assistance may include, but not be limited to, oral and written recommendations concerning maintenance (including preventative maintenance) operations methods, procedures, scheduling and frequencies; planning relative to maintenance and operating options; advice on and the planning, administration and implementation of such program.

#### **24. Preventive Maintenance Procedures**

The Contractor shall assist the Manager in compiling, a comprehensive directory of maintenance procedures, to be entitled "Preventive Maintenance Procedures" ("PMPs") to supplement the requirements for routine maintenance. The Manager may request the Contractor to revise or supplement such directory.

#### **25. Equipment Maintenance Records**

The Contractor shall set up and maintain maintenance records to record all data relating to the maintenance and repair of the machinery, equipment, systems and components covered by this Contract. Such record keeping shall include, but not be limited to the recording of the employees who perform particular services as well as the entity employing them, e.g., the Contractor or a particular subcontractor, and the updating of all existing data elements or creation of additional data elements forming part of the maintenance records.

#### **26. Condition Reports**

The Contractor shall prepare and submit reports as directed by the Manager stating the condition of all machinery, systems, sub-systems, items of equipment and components with any recommendations for corrective actions to improve the reliability, decrease maintenance and operating cost, or improve energy conservation. At all times the Contractor shall make available through his Superintendent any and all information which the Port Authority may request regarding the maintenance, condition, operation or recommendations for repair of all such machinery, equipment, systems and components or equipment included within the specifications of this Contract. Such information shall include, but not be limited to, reports of all previous maintenance labor and cost expenditures.

#### **27. Manuals, Reference Materials And Manufacturer's Maintenance Instructions**

The Contractor shall maintain on site all reference materials, information on equipment warranties and guarantees, information furnished to the Contractor by the Port Authority or others, which is pertinent or useful to future maintenance. Such information shall include, but not be limited to, operations and maintenance manuals, catalog cuts, manufacturers maintenance instructions, shop drawings, sketches, and the sources for replacement parts or qualified service and technical assistance.

All such information shall be used by the Contractor in his operations and shall be the property of the Port Authority, whether or not obtained directly by the Contractor. The Contractor shall maintain all such information in an orderly fashion. If so requested by

the Manager, the Contractor shall, reproduce or otherwise duplicate such records, reports, operations and maintenance manuals, catalog cuts, manufacturers maintenance instructions, shop drawings, sketches, and the sources for replacement parts or qualified service and technical assistance as may be requested by the Manager.

## **28. Materials, Supplies, Tools And Equipment**

All permanent and temporary materials, supplies, and equipment (except small tools) required by the Contractor in performing the Work at the Work site under this Contract shall be purchased by the Contractor or provided by the Port Authority and issued to the Contractor's personnel as required by the Contractor. The Contractor shall be compensated for all such purchases made by him other than hand tools. Title shall remain in the Port Authority.

Materials, supplies, and equipment required in the operation and maintenance of the Work site under this Contract, as well as various spare parts, supplies, materials and equipment, which may be provided by the Port Authority to the Contractor, shall be stored at secure locations. The Contractor shall maintain a complete, up to date inventory of all such spare parts, supplies, materials, equipment, and tools and, upon the Manager's request shall provide a copy of the inventory status and shortages if any, indicating the reason for such shortage.

The Manager shall have the right at all times to monitor the quality and quantity of all supplies, materials, and equipment used by the Contractor. The Manager may from time to time establish minimum inventories of supplies, materials, and equipment to be maintained by the Contractor. If at any time the Contractor is using or stocking an insufficient quantity of supplies, materials, and equipment, the Manager may direct the Contractor to correct such deficiency.

All materials, supplies, and equipment used by the Contractor in the performance of services hereunder shall be of such quality as not to cause wear, tear, damage or other deleterious effect to the Facility. If at any time in the opinion of the Manager, improper supplies, materials, tools, and equipment are being used by the Contractor in furnishing service hereunder, the Contractor shall, upon notice from the Superintendent, discontinue their use and replace them with approved items.

All equipment used by the Contractor hereunder will be monitored by the Manager, who shall, from time to time, determine its effectiveness. At his discretion, the Manager shall have the right to require the Contractor to discontinue the use of any equipment determined by him to be ineffective and to replace it with properly functioning equipment.

Various spare parts, materials, supplies, and equipment provided by the Port Authority to the Contractor upon commencement of his services hereunder shall be returned to the Port Authority in good condition (normal wear and tear excepted) promptly upon the request of the Manager or, in any case, upon termination of this Contract. Except for normal wear and tear, the Contractor assumes the risk of loss of or damage to any such

spare parts, materials, supplies, tools and equipment from any cause whatsoever between the time they were provided to him by the Port Authority and the time of return thereof to the Port Authority and the Contractor shall reimburse the Port Authority for all costs arising from any such loss or damage.

From time to time, the Manager will consult with the Contractor to determine the types and quantities of all materials, supplies, and equipment to be stored at the Facility. The final decisions as to the types and the minimum and maximum quantities of such materials, supplies, tools and equipment to be so stored shall be the Manager's.

### **29. Response To Emergency Conditions**

The Contractor's employees shall respond immediately to all emergency conditions at the Work site in such a manner as to reduce or eliminate any and all injury, loss of life and damage or loss of property. To that end, the Contractor's employees shall exercise prudent judgment with regard to the operation and maintenance of the Work site during emergency conditions and shall make timely notifications to the Port Authority's management and operating personnel to expedite the resolution of such emergency conditions. The Contractor shall immediately comply with any directive issued by the Manager to resolve the emergency.

If directed by the Manager to perform Extra Work in the case of an emergency, as determined by the Manager, the Contractor shall respond as soon as possible, but, in any event, not more than four (4) hours following his receipt of the Manager's oral order to perform Extra Work.

### **30. Work Order System And Controls**

The Work Order System (WOS) is a method of task assignment, reporting, and control for the performance of certain Work, directly or indirectly, by the Contractor at the Work site. The WOS system includes the recording and reporting of manpower and materials requirements, anticipated and/or used, and all equipment or instruments, special as well as standard, that may be required for the proper performance of any task or assignment. Specific requirements for the reporting of said manpower and materials usage will be as specified by the Manager.

Beginning with the effective date of this Contract, the Contractor shall establish procedures consistent with the WOS for the acquisition and inventory of materials, the maintenance of equipment used for operation and maintenance at the Work site and for all other things necessary or desirable for or incidental to fulfillment of his services hereunder. The Work order system shall be used by the Contractor to document and support all work hours involved.

### **31. Custodial Services**

The Contractor shall be responsible for the operation of all heating and air conditioning equipment, including the facility Heating Plant, as well the operation of the air conditioning and heating equipment.

The Contractor shall monitor and control access to the Work site and shall make a record of all authorized and unauthorized persons and conditions and ensure appropriate notifications to the Port Authority's management staff in situations requiring a coordinated response.

The Contractor shall perform but not be limited to the following functions, procedures, tests, inspections and duties and operations at least three (3) times during each eight (8) hour tour of shift, except as noted by the Manager. During each shift, the following action, at a minimum must be taken by Maintenance Staff:

- a) Inspection of all operations in mechanical machine and electrical rooms, and other areas as may be directed by the Manager.
- b) Recording of operating parameters and conditions for the following equipment items as a minimum: boilers, compressed air system, domestic hot water system, heating hot water system, fire protection systems and plumbing systems.
- c) Spot relamp all machine rooms as necessary.
- d) Check all circulating pumps, heating and domestic hot water, and systems for proper operation and leaks.
- e) Inspect all water valves including domestic, heating and fire protection valves, for leakage and adjust as necessary.
- f) Check and record pressure drop across all air filters and change filters as required.
- g) Inspect and record operating parameters for the Facility compressed air system, perform operating maintenance as directed and request non-routine maintenance for unusual conditions.
- h) Perform general housekeeping of boiler room, mechanical equipment rooms, electrical rooms and other equipment and storage areas as may be directed by the Manager.
- i) Sample boiler water, analyze and record chemical properties, adjust chemical properties of boiler water as -may be determined to be necessary by the service contractor which the Authority anticipates it may retain to perform boiler water treatment.
- j) Inspect the operation of all air handlers, ventilation and exhaust fans, units and cabinet heaters, air curtains, unitary air conditioners; observe and record bearing noise, vibration, water or lubricant leaks or other unusual conditions and request necessary repair maintenance as necessary.

- k) Inspect the condition of all plumbing fixtures and devices and record any deficiencies, including leaks, drainage obstructions or other unusual conditions and request corrective maintenance measures.
- l) Inspect the condition of oil storage tanks for unusual conditions and leaks and takes soundings as directed by the Manager.
- m) Respond to Facility emergencies, including fire, flood, fire systems activations, alarms and water flow, high or low temperature alarms, elevator malfunctions, and alarms or other potentially hazardous occurrences.
- n) Observe pressures and temperatures of all operating systems and equipment.
- o) Check all boiler auxiliary equipment and associated piping for leaks, vibration, operating levels, pressure and temperatures and the proper operation of safety devices. Blow down air receivers and air coolers.
- p) Observe Facility compressed air system oil pressures and oil levels and system piping for leaks and other defects.
- q) Operate the Facility lighting systems to provide required illumination and conserve electricity during non business hours.

### **32. Operation And Maintenance Services Of HVAC, Boilers And Ancillaries**

The Contractor shall furnish and supply all labor, supervision, administration, tools materials, and equipment (except as may be provided otherwise herein), necessary, proper, or desirable for the efficient operation and maintenance of the heating, ventilating and air conditioning systems, boilers and their ancillaries

- A. The Contractor shall perform but not limited to the following functions and such other related procedures, tests, inspection and duties as may be required for the proper operation of the heating, ventilating and air conditioning systems:
  - a) Operate, maintain, and repair both high and low pressure hot water and steam heating plants, ancillary equipment, and Facility heating and cooling plant chemical water treatment systems.
  - b) Operate and maintain all heating, ventilating and air conditioning systems, sub-systems, components, associated pumps and all ancillary equipment, including but not limited to: heating and ventilating fan units, cabinet and unit heaters, expansion joints, piping supports, temperature, pressure and flow indicating devices, all air vent, gate, globe, check and solenoid valves, all rigid and flexible ductwork, intake and exhaust air grilles and louvers and birdscreens, motorized, manual, fire and gravity dampers, all axial, centrifugal and propeller fans and

inertial and vibration isolation equipment and structural support connections for all HVAC systems and equipment.

- c) Adhere to operating requirements specified under the Section of the Specifications entitled "Custodial Services" and such additional operating requirements as may be directed by the Port Authority during the term of this Contract to meet current N. Y. State requirements or as may be desired by the Manager to assure the continued availability of the heating plant, extend its useful life or comply with the recommendations of the Manufacturer.
- d) Check and record as directed by the Manager all refrigeration and packaged air conditioning machinery meter and gauge readings and make necessary adjustments. Maintain a refrigerant log and have licensed CFC staff handle refrigerants.
- e) Be available to respond and correct HVAC complaints generated by tenants and/or the Port Authority.
- f) Spot relamp, mechanical and electrical rooms and offices as necessary.
- g) Check all pumps for proper operation, adjust packing glands, and rebuild pumps as required.
- h) Note and correct any unusual items; notify the Manager, as required.
- i) In the absence of a full service contract for the complete service of the facility heating plant, establish and implement a comprehensive water treatment program for the mechanical systems and furnish the labor, materials, supplies and equipment, supervision and administration necessary and proper for the satisfactory performance of said program to include, but not be limited to, the functions specified below
- j) The Contractor shall have available the technical services of a qualified water treatment subcontractor approved by the Manager, such water treatment subcontractor being retained for the purpose of reviewing the Contractors water treatment program and providing periodic reports not less than every three months on said program along with any recommendations for revisions to the Contractors procedures.
- k) The Contractor shall take water samples on a periodic basis, at least weekly, for the inlet water to the boilers and for the closed water systems at not more than every two days and shall furnish the Manager on a periodic basis not less than once each month, a written report of his findings and recommendations, highlighting any unusual determinations.
- l) The Port Authority will provide the contractor with a copy of ASME CSD-1 code for recommended checking of boiler safeties which must be followed.

**33. Operation And Maintenance Services: Automatic Temperature Control System**

The Contractor shall furnish and supply all labor, supervision, administration, tools, materials, and equipment, except as may be provided otherwise herein, necessary, proper or desirable for the efficient operation and maintenance of the Automatic Temperature Control System.

**34. Operation And Maintenance Services: Fire Protection Systems**

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the testing, operation and maintenance of the fire protection and sprinkler systems.

A. The Contractor shall perform but not limited to the following functions as may be required for the proper operation of the mechanical fire protection systems:

- a) Test, operate and maintain the complete fire standpipe, foam and sprinkler systems for all buildings and hangars.
- b) Checking and maintaining of fire extinguishers for all buildings and hangars.

**35. Operation And Maintenance Services: Plumbing Systems**

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the plumbing systems.

The Contractor shall perform the following functions procedures, tests, inspections and duties as may be required for the proper operation of the plumbing systems:

Operate and maintain all plumbing systems and ancillary equipment, including:

- a) Sanitary drainage and venting systems, including all sewage ejectors and sump pump assembles and pits.
- b) Storm drainage systems, which convey storm water from roof drains, area and trench drains, terrace drains, various sumps, plenum drains, oil interceptors for the drainage system and all related pumping equipment.
- c) Domestic cold water distribution system with connections to all fixtures and equipment requiring cold water and including water service connections, house pumps and water heaters, and plumbing fixtures.

- d) Domestic hot water distribution systems with connections to all fixtures and equipment requiring hot water, including water heaters, exhaust ducting and breaching, etc, various domestic hot water recirculation systems, complete with hot water circulating pumps, balancing rigs, etc.
- e) Waste oil and lubricant storage tanks, related pumping equipment, collection pits, grating, strainers, valves, gauges, piping and hose connections and miscellaneous equipment.
- f) Complete gas distribution system from the facility gas meter, including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment and boiler accessories.

### **36. Operation And Maintenance Services: Electrical Systems**

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment and materials except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the electrical systems. \* Except as noted below.

The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required for the proper operation of the electrical systems:

Operate and maintain the Facility electrical power distribution system, including: main electrical service components, items of equipment and sub-systems.

- a) Spot relamp, reballast or perform emergency lighting repairs as directed by the Manager.
  - b) Maintain, repair or replace all electric motors and controllers for the following: heating, ventilating and air conditioning systems, fire pumps, domestic water pumps, mechanical systems, miscellaneous motors.
  - c) Maintain, repair or replace all duct reheat and controls.
  - d) Maintain, repair or replace miscellaneous systems, including but not limited to illuminated signs and directories, column mounted interior and exterior signs, lightning protectors and all miscellaneous electrical systems.
- **NOTE:** The Contractor shall not be required to maintain the Facility's high-tension systems located in the facility Substation, which will be maintained by the Port Authority. Such equipment includes all high voltage switchgear, transformers, and buss.

### **37. Operation And Maintenance Services: General Utility Maintenance**

The Contractor shall furnish and supply all labor, supervision, materials, tools and equipment, except as may be provided otherwise herein, necessary or proper for general utility maintenance and repair at the Facility.

The Contractor shall perform the following functions, procedures, tests and duties as may be required for the proper functioning of the Facility:

- a) Repair and/or replace defective door hardware, including but not limited to door hinges and closets.
- b) Remove and replace defective (as determined by the Manager) ceramic and resilient flooring materials, including vinyl quarry and mosaic tile. All carpet tile repairs and broadloom repairs of a "minor" nature, determined by the Manager, shall be made by the Contractor.
- c) Repair and maintain all miscellaneous metals, including handrails, stairways, protective guards, shower benches and wood trim.
- d) Refinish interior surfaces, and repaint mechanical and electrical equipment, piping, and surfaces, all as required.
- e) Repair and maintain all covered, painted and tiled wall surfaces.
- f) Repair and/or replace acoustical ceiling materials, including ceiling tiles, gridwork and hangers.
- g) Repair and/or refinish all aluminum surfaces, soffits, covers and trim.
- h) Erection of barriers or otherwise securing of areas of the site or within any of the buildings or structures on the site as required to ensure the safety of the Contractor's employees, the Port Authority's employees, agents, consultants or others at the site.
- i) Assist Port Authority employees, agents, consultants or others engaged in maintenance or engineering activities at the site.
- j) Set up holiday and special event displays, signs and posters furnished by the Authority, as directed by the Manager.
- k) Repair damaged roadways, roadway barricades, and parking pavement and markings as directed. Repair of Work site roadways, traffic control devices, roadway signs and stripping shall be as directed by the Manager.
- l) Perform plumbing repairs as directed by the Superintendent, including repairs required in all restrooms and toilet areas.
- m) Maintain current chart showing the location of all electrical switches and circuit breakers and plumbing shutoff valves.

- n) Remove snow and/or ice from Work site Accesses so that utilities can be checked.
- o) Maintain and repair the dispensers for toilet tissue and sanitary napkins as well as the disposals for sanitary napkins.
- p) Log utilities meter readings once a month.
- q) Repair miscellaneous concrete items such as sidewalks, concrete decks, columns, etc., due to deterioration, as required.
- r) Maintain and repair masonry, including brick, concrete block and granite block.
- s) Maintain and repair all miscellaneous and ornamental metal items, including architectural expansion joint covers, chain link fences, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits, and skirt panels.
- t) Maintain and repair doors including hollow metal doors, glass entrance doors, aluminum doors, rolling wire mesh and aluminum roll-up and hangar doors.
- u) Maintain and repair all stairways, including masonry stair treads, risers and landings
- v) Maintain and repair all roof drains, expansion joints, gutters, down spouts and skylights.
- w) Maintain and repair all roofing, waterproofing and weatherproofing items, including weather-stripping.
- x) Such other general maintenance duties as may be directed by the Manager.

### **38. Airline Terminal Hangar Services**

The Contractor shall furnish all labor and supervision to coordinate the use of hangars which are operated and maintained by the Contractor. Services will include but not limited to the following

- a) Coordinate with Port Authority staff or airline personnel with their use of hangars which are operated and maintained by this contract
- b) Coordinate with Port Authority staff or airline personnel with opening or closing of hangar doors.
- c) Maintaining a log of aircraft use of hangars or ramp.

- d) Check area when aircraft leaves site to insure that area was left in the same condition as when the aircraft first entered.

**39. Contractor's Responsibilities With Respect To Anticipated Service Contracts To Be Entered Into By The Port Authority For Maintenance Operation And Repairs Of Building Systems (not covered by this Contract).**

In order to assure the effective and efficient operation, maintenance, inspection and repair of the Facility's building equipment, systems, subsystems, and components, the Port Authority may enter into various contracts for the performance of inspections, maintenance and repairs with service contractors. The Port Authority may direct the Contractor to assist it in procuring the services of such service contractors. The Contractor shall document the service contractor's performance and the maintenance of all information, e.g.; correspondence, logs, fuel/energy consumption reports, etc., relating to such contract.

In the event of a breakdown and/or necessary repair having to be made at one of the Work sites which is not included in the scope of "Work", the Contractor may be required to contact a designated Supervisor to render such work. Should this take place, the contractor will be responsible for overseeing/administration the work being performed by the service contractor. In addition to ascertaining that services are being rendered by other contractors, the Contractor will keep a log of all such services having been rendered, e.g., boiler control calibration, water treatment and conditioning, snow removal, fire extinguisher equipment, hybrid fire alarm and fire fighting systems and other such related mechanical and structural systems.

**EXHIBIT I**

**CALCULATION OF HOURLY RATE FORM**

**INSTRUCTIONS FOR CALCULATION OF HOURLY RATE FORM**

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term and the 1<sup>st</sup> & 2<sup>nd</sup> Option Periods. The Bidder shall use these forms in support of the Wages and Supplemental Benefits Clause required under this Contract.

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**SUPERINTENDENT**

ITEM #1 \$ 46.00 Item 1  
DIRECT WAGES  
 NUMBER OF EMPLOYEES 1

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
 (ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>4.68</u>	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 50.68 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
 (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>3.52</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>0.08</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.00</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>
SPECIFY _____	

ITEM#4  
ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>-</u>
EQUIPMENT	\$ <u>-</u>
MATERIALS	\$ <u>-</u>
SUPPLIES	\$ <u>-</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
 AND PROFIT \$ 11.22

TOTAL (ITEMS #1,2,3, AND 4) \$ 65.71

BIDDER NAME: MERIDIAN MANAGEMENT CORP. BID NUMBER: 19225

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**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**SUPERINTENDENT**

ITEM #1 \$ 47.38 Item 1  
DIRECT WAGES  
NUMBER OF EMPLOYEES 1

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
(ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>4.96</u>	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 52.34 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>3.62</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>0.09</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.00</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>
SPECIFY _____	

ITEM#4  
ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>-</u>
EQUIPMENT	\$ <u>-</u>
MATERIALS	\$ <u>-</u>
SUPPLIES	\$ <u>-</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT \$ 11.59

TOTAL (ITEMS #1,2,3, AND 4) \$ 67.85

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**  
**SUPERINTENDENT**

ITEM #1	\$ 48.80	Item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	<u>1</u>	
ITEM #2		NUMBER OF
<u>SUPPLEMENTAL BENEFITS</u>		DAYS PROVIDED
(ITEMS NOT REQUIRED BY LAW)		
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	<u>Varies</u>
SICK TIME ALLOWANCE	\$ -	<u>Varies</u>
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 5.25	
SPECIFY <u>All Inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 54.05	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 3.73	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.09	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 11.99	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 70.07	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**SUPERINTENDENT**

ITEM #1	\$ 50.27	Item 1
<b><u>DIRECT WAGES</u></b>		
NUMBER OF EMPLOYEES	1	
ITEM #2		
<b><u>SUPPLEMENTAL BENEFITS</u></b>		<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>		<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$ -	12
VACATION ALLOWANCE	\$ -	Varies
SICK TIME ALLOWANCE	\$ -	Varies
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 5.58	
SPECIFY <u>All Inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 55.85	sub total 1&2
ITEM #3		
<b><u>TAXES AND INSURANCE</u></b>		
<b>(ITEM REQUIRED BY LAW)</b>		
F.I.C.A.	\$ 3.85	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.09	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<b><u>ADDITIONAL COMPONENTS</u></b>		
<b>(IF APPLICABLE)</b>		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 12.38	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 72.38	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**SUPERINTENDENT**

<b>ITEM #1</b>	\$	<u>51.77</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
<b>NUMBER OF EMPLOYEES</b>		<u>1</u>	
<b>ITEM #2</b>			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
<b>HOLIDAY ALLOWANCE</b>	\$	<u>-</u>	<u>12</u>
<b>VACATION ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>SICK TIME ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>HEALTH</b>	\$	<u>-</u>	
<b>PENSION</b>	\$	<u>-</u>	
<b>WELFARE</b>	\$	<u>-</u>	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$	<u>5.92</u>	
<b>SPECIFY <u>All Inclusive</u></b>			
<b>SUB TOTAL (ITEMS #1 &amp; 2)</b>	\$	<u>57.69</u>	sub total 1&2
<b>ITEM #3</b>			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
<b>F.I.C.A.</b>	\$	<u>3.96</u>	
<b>N.Y.S.U.I.</b>	\$	<u>0.15</u>	
<b>F.U.I.</b>	\$	<u>0.03</u>	
<b>WORKER'S COMPENSATION</b>	\$	<u>0.10</u>	
<b>GENERAL LIABILITY INSURANCE</b>	\$	<u>0.00</u>	
<b>DISABILITY INSURANCE</b>	\$	<u>0.03</u>	
<b>OTHER TAXES AND INSURANCE</b>	\$	<u>0.00</u>	
<b>SPECIFY _____</b>			
<b>ITEM#4</b>			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
<b>VEHICLE/MTCE/FUEL</b>	\$	<u>-</u>	
<b>UNIFORMS</b>	\$	<u>-</u>	
<b>EQUIPMENT</b>	\$	<u>-</u>	
<b>MATERIALS</b>	\$	<u>-</u>	
<b>SUPPLIES</b>	\$	<u>-</u>	
<b>RELIEF</b>	\$	<u>-</u>	
<b>ROLL CALL</b>	\$	<u>-</u>	
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$	<u>-</u>	
<b>SPECIFY <u>In Overhead</u></b>			
<b>GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT</b>	\$	<u>12.81</u>	
<b>TOTAL (ITEMS #1,2,3, AND 4)</b>	\$	<u>74.77</u>	

**BIDDER NAME: MERIDIAN MANAGEMENT CORP.**

**BID NUMBER: 19225**

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**ASSISTANT SUPERINTENDENT**

ITEM #1	\$ 39.94	Item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	<u>1</u>	
ITEM #2		NUMBER OF
<u>SUPPLEMENTAL BENEFITS</u>		DAYS PROVIDED
(ITEMS NOT REQUIRED BY LAW)		
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	<u>Varies</u>
SICK TIME ALLOWANCE	\$ -	<u>Varies</u>
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 4.32	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 44.26	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 3.06	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.07	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 9.79	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 57.39	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**ASSISTANT SUPERINTENDENT**

ITEM #1	\$ 41.14	Item 1
<b><u>DIRECT WAGES</u></b>		
NUMBER OF EMPLOYEES	<u>1</u>	
ITEM #2		<b>NUMBER OF</b>
<b><u>SUPPLEMENTAL BENEFITS</u></b>		<b>DAYS PROVIDED</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>		
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	<u>Varies</u>
SICK TIME ALLOWANCE	\$ -	<u>Varies</u>
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 4.58	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 45.72	sub total 1&2
ITEM #3		
<b><u>TAXES AND INSURANCE</u></b>		
<b>(ITEM REQUIRED BY LAW)</b>		
F.I.C.A.	\$ 3.15	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.08	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<b><u>ADDITIONAL COMPONENTS</u></b>		
<b>(IF APPLICABLE)</b>		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 10.12	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 59.28	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**  
**ASSISTANT SUPERINTENDENT**

ITEM #1	\$ 42.37	Item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	<u>1</u>	
ITEM #2		
<u>SUPPLEMENTAL BENEFITS</u>		NUMBER OF
(ITEMS NOT REQUIRED BY LAW)		DAYS PROVIDED
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	<u>Varies</u>
SICK TIME ALLOWANCE	\$ -	<u>Varies</u>
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 4.87	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 47.24	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 3.24	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.08	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 10.47	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 61.24	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
1st OPTION PERIOD  
ASSISTANT SUPERINTENDENT

ITEM #1	\$	43.64	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		1	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.18	
SPECIFY <u>All inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	48.82	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.34	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.08	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	10.83	
TOTAL (ITEMS #1,2,3, AND 4)	\$	63.28	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**ASSISTANT SUPERINTENDENT**

ITEM #1	\$ 44.95	Item 1
<b><u>DIRECT WAGES</u></b>		
NUMBER OF EMPLOYEES	1	
ITEM #2		<b>NUMBER OF</b>
<b><u>SUPPLEMENTAL BENEFITS</u></b>		<b>DAYS PROVIDED</b>
(ITEMS NOT REQUIRED BY LAW)		
HOLIDAY ALLOWANCE	\$ -	12
VACATION ALLOWANCE	\$ -	Varies
SICK TIME ALLOWANCE	\$ -	Varies
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 5.51	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 50.46	sub total 1&2
ITEM #3		
<b><u>TAXES AND INSURANCE</u></b>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 3.44	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.08	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM #4		
<b><u>ADDITIONAL COMPONENTS</u></b>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 11.21	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 65.40	
BIDDER NAME: <u>MERIDIAN MANAGEMENT CORP.</u>	BID NUMBER: <u>19225</u>	

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**

**INFORMATION TECHNOLOGY/MAINTENANCE SCHEDULING SUPERVISOR**

ITEM #1	\$	<u>38.74</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>1</u>	
 ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>4.25</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>42.99</u>	sub total 1&2

ITEM #3  
**TAXES AND INSURANCE**  
**(ITEM REQUIRED BY LAW)**

F.I.C.A.	\$	<u>2.96</u>
N.Y.S.U.I.	\$	<u>0.15</u>
F.U.I.	\$	<u>0.03</u>
WORKER'S COMPENSATION	\$	<u>0.06</u>
GENERAL LIABILITY INSURANCE	\$	<u>0.00</u>
DISABILITY INSURANCE	\$	<u>0.03</u>
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>
SPECIFY _____		

ITEM#4  
**ADDITIONAL COMPONENTS**  
**(IF APPLICABLE)**

VEHICLE/MTCE/FUEL	\$	<u>-</u>
UNIFORMS	\$	<u>-</u>
EQUIPMENT	\$	<u>-</u>
MATERIALS	\$	<u>-</u>
SUPPLIES	\$	<u>-</u>
RELIEF	\$	<u>-</u>
ROLL CALL	\$	<u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>
SPECIFY <u>In Overhead</u>		

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>9.52</u>
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>55.74</u>

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**

**INFORMATION TECHNOLOGY/MAINTENANCE SCHEDULING SUPERVISOR**

ITEM #1	\$	40.29	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		1	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	4.53	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	44.82	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
F.I.C.A.	\$	3.08	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.06	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	9.94	
TOTAL (ITEMS #1,2,3, AND 4)	\$	58.11	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**

**INFORMATION TECHNOLOGY/MAINTENANCE SCHEDULING SUPERVISOR**

<b>ITEM #1</b>	\$	<u>41.50</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
<b>NUMBER OF EMPLOYEES</b>		<u>1</u>	
<b>ITEM #2</b>			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
<b>HOLIDAY ALLOWANCE</b>	\$	<u>-</u>	<u>12</u>
<b>VACATION ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>SICK TIME ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>HEALTH</b>	\$	<u>-</u>	
<b>PENSION</b>	\$	<u>-</u>	
<b>WELFARE</b>	\$	<u>-</u>	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$	<u>4.82</u>	
<b>SPECIFY <u>All Inclusive</u></b>			
<b>SUB TOTAL (ITEMS #1 &amp; 2)</b>	\$	<u>46.32</u>	sub total 1&2
<b>ITEM #3</b>			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
<b>F.I.C.A.</b>	\$	<u>3.17</u>	
<b>N.Y.S.U.I.</b>	\$	<u>0.15</u>	
<b>F.U.I.</b>	\$	<u>0.03</u>	
<b>WORKER'S COMPENSATION</b>	\$	<u>0.07</u>	
<b>GENERAL LIABILITY INSURANCE</b>	\$	<u>0.00</u>	
<b>DISABILITY INSURANCE</b>	\$	<u>0.03</u>	
<b>OTHER TAXES AND INSURANCE</b>	\$	<u>0.00</u>	
<b>SPECIFY _____</b>			
<b>ITEM#4</b>			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
<b>VEHICLE/MTCE/FUEL</b>	\$	<u>-</u>	
<b>UNIFORMS</b>	\$	<u>-</u>	
<b>EQUIPMENT</b>	\$	<u>-</u>	
<b>MATERIALS</b>	\$	<u>-</u>	
<b>SUPPLIES</b>	\$	<u>-</u>	
<b>RELIEF</b>	\$	<u>-</u>	
<b>ROLL CALL</b>	\$	<u>-</u>	
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$	<u>-</u>	
<b>SPECIFY <u>In Overhead</u></b>			
<b>GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT</b>	\$	<u>10.27</u>	
<b>TOTAL (ITEMS #1,2,3, AND 4)</b>	\$	<u>60.04</u>	

**BIDDER NAME: MERIDIAN MANAGEMENT CORP.**

**BID NUMBER: 19225**

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**

**INFORMATION TECHNOLOGY/MAINTENANCE SCHEDULING SUPERVISOR**

ITEM #1	\$	42.74	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		<u>1</u>	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	<u>12</u>
VACATION ALLOWANCE	\$	-	<u>Varies</u>
SICK TIME ALLOWANCE	\$	-	<u>Varies</u>
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.12</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>47.86</u>	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>3.27</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>0.07</u>	
GENERAL LIABILITY INSURANCE	\$	<u>0.00</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>10.63</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>62.04</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
2nd OPTION PERIOD

INFORMATION TECHNOLOGY/MAINTENANCE SCHEDULING SUPERVISOR

ITEM #1	\$	44.03	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		1	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.46	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	49.49	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.37	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.07	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	11.00	
TOTAL (ITEMS #1,2,3, AND 4)	\$	64.14	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR ONE  
SUPERVISOR

ITEM #1	\$	38.74	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		6	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	7.25	
SPECIFY <u>All inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	45.99	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	2.96	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.07	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>in Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	15.78	
TOTAL (ITEMS #1,2,3, AND 4)	\$	65.01	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
YEAR TWO  
SUPERVISOR

ITEM #1	\$ 40.29	Item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	<u>6</u>	
ITEM #2		
<u>SUPPLEMENTAL BENEFITS</u>		NUMBER OF
(ITEMS NOT REQUIRED BY LAW)		DAYS PROVIDED
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	Varies
SICK TIME ALLOWANCE	\$ -	Varies
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>7.75</u>	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ <u>48.04</u>	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ <u>3.08</u>	
N.Y.S.U.I.	\$ <u>0.15</u>	
F.U.I.	\$ <u>0.03</u>	
WORKER'S COMPENSATION	\$ <u>0.07</u>	
GENERAL LIABILITY INSURANCE	\$ <u>0.00</u>	
DISABILITY INSURANCE	\$ <u>0.03</u>	
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>	
SPECIFY _____		
ITEM#4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>in Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ <u>16.49</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$ <u>67.90</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**  
**SUPERVISOR**

ITEM #1	\$ <u>41.50</u>	Item 1
<b><u>DIRECT WAGES</u></b>		
NUMBER OF EMPLOYEES	<u>6</u>	
ITEM #2		
<b><u>SUPPLEMENTAL BENEFITS</u></b>		<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)		<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>8.25</u>	
SPECIFY <u>All inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ <u>49.75</u>	sub total 1&2
ITEM #3		
<b><u>TAXES AND INSURANCE</u></b>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ <u>3.17</u>	
N.Y.S.U.I.	\$ <u>0.15</u>	
F.U.I.	\$ <u>0.03</u>	
WORKER'S COMPENSATION	\$ <u>0.08</u>	
GENERAL LIABILITY INSURANCE	\$ <u>0.00</u>	
DISABILITY INSURANCE	\$ <u>0.03</u>	
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>	
SPECIFY _____		
ITEM#4		
<b><u>ADDITIONAL COMPONENTS</u></b>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ <u>-</u>	
UNIFORMS	\$ <u>-</u>	
EQUIPMENT	\$ <u>-</u>	
MATERIALS	\$ <u>-</u>	
SUPPLIES	\$ <u>-</u>	
RELIEF	\$ <u>-</u>	
ROLL CALL	\$ <u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>	
SPECIFY <u>in Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ <u>17.09</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$ <u>70.30</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**SUPERVISOR**

ITEM #1	\$	42.74	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		6	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	8.75	
SPECIFY <u>All inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	51.49	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.27	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.08	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>in Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	17.69	
TOTAL (ITEMS #1,2,3, AND 4)	\$	72.74	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**SUPERVISOR**

ITEM #1	\$	<u>44.03</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>6</u>	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>9.25</u>	
SPECIFY <u>All inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>53.28</u>	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
F.I.C.A.	\$	<u>3.37</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>0.08</u>	
GENERAL LIABILITY INSURANCE	\$	<u>0.00</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>in Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>18.32</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>75.26</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**WATCH ENGINEER**

ITEM #1	\$	38.53	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		4	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	4.75	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)		\$	43.28      sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	2.95	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.19	
GENERAL LIABILITY INSURANCE	\$	1.56	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT		\$	9.69
TOTAL (ITEMS #1,2,3, AND 4)	\$	58.88	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.                      BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**WATCH ENGINEER**

ITEM #1	\$	<u>39.78</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>4</u>	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.00</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>44.78</u>	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>3.04</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>1.22</u>	
GENERAL LIABILITY INSURANCE	\$	<u>1.61</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>10.06</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>60.92</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.                      BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR THREE  
WATCH ENGINEER

ITEM #1	\$	40.97	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		4	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.25	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	46.22	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.13	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.26	
GENERAL LIABILITY INSURANCE	\$	1.66	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	10.39	
TOTAL (ITEMS #1,2,3, AND 4)	\$	62.87	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**

1st OPTION PERIOD  
WATCH ENGINEER

ITEM #1 \$ 42.20 Item 1  
DIRECT WAGES  
 NUMBER OF EMPLOYEES 4

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
 (ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>5.50</u>	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 47.70 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
 (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>3.23</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>1.30</u>
GENERAL LIABILITY INSURANCE	\$ <u>1.71</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>
SPECIFY _____	

ITEM #4  
ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>-</u>
EQUIPMENT	\$ <u>-</u>
MATERIALS	\$ <u>-</u>
SUPPLIES	\$ <u>-</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
 AND PROFIT \$ 10.72

TOTAL (ITEMS #1,2,3, AND 4) \$ 64.87

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**WATCH ENGINEER**

ITEM #1	\$	43.47		Item 1
<b><u>DIRECT WAGES</u></b>				
NUMBER OF EMPLOYEES		4		
ITEM #2				
<b><u>SUPPLEMENTAL BENEFITS</u></b>				<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)				<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	-		12
VACATION ALLOWANCE	\$	-		Varies
SICK TIME ALLOWANCE	\$	-		Varies
HEALTH	\$	-		
PENSION	\$	-		
WELFARE	\$	-		
OTHER SUPPLEMENTAL BENEFITS	\$	5.75		
SPECIFY <u>All Inclusive</u>				
SUB TOTAL (ITEMS #1 & 2)	\$	49.22		sub total 1&2
ITEM #3				
<b><u>TAXES AND INSURANCE</u></b>				
(ITEM REQUIRED BY LAW)				
F.I.C.A.	\$	3.33		
N.Y.S.U.I.	\$	0.15		
F.U.I.	\$	0.03		
WORKER'S COMPENSATION	\$	1.34		
GENERAL LIABILITY INSURANCE	\$	1.76		
DISABILITY INSURANCE	\$	0.03		
OTHER TAXES AND INSURANCE	\$	0.00		
SPECIFY _____				
ITEM#4				
<b><u>ADDITIONAL COMPONENTS</u></b>				
(IF APPLICABLE)				
VEHICLE/MTCE/FUEL	\$	-		
UNIFORMS	\$	-		
EQUIPMENT	\$	-		
MATERIALS	\$	-		
SUPPLIES	\$	-		
RELIEF	\$	-		
ROLL CALL	\$	-		
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-		
SPECIFY <u>In Overhead</u>				
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	11.07		
TOTAL (ITEMS #1,2,3, AND 4)	\$	66.93		

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**MAINTENANCE MECHANIC**

ITEM #1	\$	27.80	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		21	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	4.75	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	32.55	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	2.13	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.86	
GENERAL LIABILITY INSURANCE	\$	1.13	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	7.26	
TOTAL (ITEMS #1,2,3, AND 4)	\$	44.14	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**MAINTENANCE MECHANIC**

ITEM #1 \$ 28.70 Item 1  
DIRECT WAGES  
NUMBER OF EMPLOYEES 21

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
(ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>5.00</u>	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 33.70 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>2.20</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>0.88</u>
GENERAL LIABILITY INSURANCE	\$ <u>1.16</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>
SPECIFY _____	

ITEM#4  
ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>-</u>
EQUIPMENT	\$ <u>-</u>
MATERIALS	\$ <u>-</u>
SUPPLIES	\$ <u>-</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT \$ 7.54

TOTAL (ITEMS #1,2,3, AND 4) \$ 45.69

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
YEAR THREE  
**MAINTENANCE MECHANIC**

ITEM #1	\$	29.56	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		21	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.25	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	34.81	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	2.26	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.91	
GENERAL LIABILITY INSURANCE	\$	1.20	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	7.80	
TOTAL (ITEMS #1,2,3, AND 4)	\$	47.19	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**MAINTENANCE MECHANIC**

ITEM #1	\$	30.45	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		21	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.50	
SPECIFY <u>All Inclusive</u>			
 SUB TOTAL (ITEMS #1 & 2)		\$	35.95 sub total 1&2

ITEM #3  
**TAXES AND INSURANCE**  
**(ITEM REQUIRED BY LAW)**

F.I.C.A.	\$	2.33
N.Y.S.U.I.	\$	0.15
F.U.I.	\$	0.03
WORKER'S COMPENSATION	\$	0.94
GENERAL LIABILITY INSURANCE	\$	1.23
DISABILITY INSURANCE	\$	0.03
OTHER TAXES AND INSURANCE	\$	0.00
SPECIFY _____		

ITEM#4  
**ADDITIONAL COMPONENTS**  
**(IF APPLICABLE)**

VEHICLE/MTCE/FUEL	\$	-
UNIFORMS	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	-
SUPPLIES	\$	-
RELIEF	\$	-
ROLL CALL	\$	-
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-
SPECIFY <u>In Overhead</u>		

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 8.07

TOTAL (ITEMS #1,2,3, AND 4) \$ 48.73

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
 2nd OPTION PERIOD  
MAINTENANCE MECHANIC

ITEM #1	\$	<u>31.36</u>	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		<u>21</u>	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.75</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>37.11</u>	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>2.40</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>0.97</u>	
GENERAL LIABILITY INSURANCE	\$	<u>1.27</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>8.35</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>50.30</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**ELECTRICIAN**

<b>ITEM #1</b>	\$	<u>43.27</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
<b>NUMBER OF EMPLOYEES</b>		<u>2</u>	
<b>ITEM #2</b>			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
<b>HOLIDAY ALLOWANCE</b>	\$	<u>-</u>	<u>12</u>
<b>VACATION ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>SICK TIME ALLOWANCE</b>	\$	<u>-</u>	<u>Varies</u>
<b>HEALTH</b>	\$	<u>-</u>	
<b>PENSION</b>	\$	<u>-</u>	
<b>WELFARE</b>	\$	<u>-</u>	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$	<u>4.75</u>	
<b>SPECIFY <u>All Inclusive</u></b>			
<b>SUB TOTAL (ITEMS #1 &amp; 2)</b>	\$	<u>48.02</u>	sub total 1&2
<b>ITEM #3</b>			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
<b>F.I.C.A.</b>	\$	<u>3.31</u>	
<b>N.Y.S.U.I.</b>	\$	<u>0.15</u>	
<b>F.U.I.</b>	\$	<u>0.03</u>	
<b>WORKER'S COMPENSATION</b>	\$	<u>1.33</u>	
<b>GENERAL LIABILITY INSURANCE</b>	\$	<u>1.75</u>	
<b>DISABILITY INSURANCE</b>	\$	<u>0.03</u>	
<b>OTHER TAXES AND INSURANCE</b>	\$	<u>0.00</u>	
<b>SPECIFY _____</b>			
<b>ITEM#4</b>			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
<b>VEHICLE/MTCE/FUEL</b>	\$	<u>-</u>	
<b>UNIFORMS</b>	\$	<u>-</u>	
<b>EQUIPMENT</b>	\$	<u>-</u>	
<b>MATERIALS</b>	\$	<u>-</u>	
<b>SUPPLIES</b>	\$	<u>-</u>	
<b>RELIEF</b>	\$	<u>-</u>	
<b>ROLL CALL</b>	\$	<u>-</u>	
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$	<u>-</u>	
<b>SPECIFY <u>In Overhead</u></b>			
<b>GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT</b>	\$	<u>10.77</u>	
<b>TOTAL (ITEMS #1,2,3, AND 4)</b>	\$	<u>65.39</u>	

**BIDDER NAME: MERIDIAN MANAGEMENT CORP.**                      **BID NUMBER: 19225**

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**ELECTRICIAN**

ITEM #1	\$	<u>44.68</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>2</u>	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.00</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>49.68</u>	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
F.I.C.A.	\$	<u>3.42</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>1.38</u>	
GENERAL LIABILITY INSURANCE	\$	<u>1.81</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>11.15</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>67.65</u>	
BIDDER NAME: <u>MERIDIAN MANAGEMENT CORP.</u>		BID NUMBER: <u>19225</u>	

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**  
**ELECTRICIAN**

ITEM #1	\$	46.02	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		2	
ITEM #2			NUMBER OF
<u>SUPPLEMENTAL BENEFITS</u>			DAYS PROVIDED
(ITEMS NOT REQUIRED BY LAW)			
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.25	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	51.27	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.52	
N.Y.S.U.L	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.42	
GENERAL LIABILITY INSURANCE	\$	1.86	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	11.52	
TOTAL (ITEMS #1,2,3, AND 4)	\$	69.80	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**ELECTRICIAN**

ITEM #1	\$	<u>47.40</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>2</u>	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.50</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>52.90</u>	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>3.63</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>1.46</u>	
GENERAL LIABILITY INSURANCE	\$	<u>1.92</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>11.90</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>72.02</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**ELECTRICIAN**

<b>ITEM #1</b>	\$	<u>48.82</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
<b>NUMBER OF EMPLOYEES</b>		<u>2</u>	
<b>ITEM #2</b>			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
<b>(ITEMS NOT REQUIRED BY LAW)</b>			<b>DAYS PROVIDED</b>
<b>HOLIDAY ALLOWANCE</b>	\$	-	<u>12</u>
<b>VACATION ALLOWANCE</b>	\$	-	<u>Varies</u>
<b>SICK TIME ALLOWANCE</b>	\$	-	<u>Varies</u>
<b>HEALTH</b>	\$	-	
<b>PENSION</b>	\$	-	
<b>WELFARE</b>	\$	-	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$	<u>5.75</u>	
<b>SPECIFY <u>All Inclusive</u></b>			
<b>SUB TOTAL (ITEMS #1 &amp; 2)</b>	\$	<u>54.57</u>	sub total 1&2
<b>ITEM #3</b>			
<b><u>TAXES AND INSURANCE</u></b>			
<b>(ITEM REQUIRED BY LAW)</b>			
<b>F.I.C.A.</b>	\$	<u>3.73</u>	
<b>N.Y.S.U.I.</b>	\$	<u>0.15</u>	
<b>F.U.I.</b>	\$	<u>0.03</u>	
<b>WORKER'S COMPENSATION</b>	\$	<u>1.50</u>	
<b>GENERAL LIABILITY INSURANCE</b>	\$	<u>1.98</u>	
<b>DISABILITY INSURANCE</b>	\$	<u>0.03</u>	
<b>OTHER TAXES AND INSURANCE</b>	\$	<u>0.00</u>	
<b>SPECIFY _____</b>			
<b>ITEM#4</b>			
<b><u>ADDITIONAL COMPONENTS</u></b>			
<b>(IF APPLICABLE)</b>			
<b>VEHICLE/MTCE/FUEL</b>	\$	-	
<b>UNIFORMS</b>	\$	-	
<b>EQUIPMENT</b>	\$	-	
<b>MATERIALS</b>	\$	-	
<b>SUPPLIES</b>	\$	-	
<b>RELIEF</b>	\$	-	
<b>ROLL CALL</b>	\$	-	
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$	-	
<b>SPECIFY <u>In Overhead</u></b>			
<b>GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT</b>	\$	<u>12.29</u>	
<b>TOTAL (ITEMS #1,2,3, AND 4)</b>	\$	<u>74.28</u>	

**BIDDER NAME: MERIDIAN MANAGEMENT CORP.**

**BID NUMBER: 19225**

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**FIRE SYSTEM TECHNICIAN**

ITEM #1	\$	39.85	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		4	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	4.75	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	44.60	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.05	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.23	
GENERAL LIABILITY INSURANCE	\$	1.61	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	10.00	
TOTAL (ITEMS #1,2,3, AND 4)	\$	60.70	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR TWO  
FIRE SYSTEM TECHNICIAN

ITEM #1 \$ 41.15 Item 1  
DIRECT WAGES  
NUMBER OF EMPLOYEES 4

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
(ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>5.00</u>	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 46.15 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>3.15</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>1.27</u>
GENERAL LIABILITY INSURANCE	\$ <u>1.67</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>
SPECIFY _____	

ITEM#4  
ADDITIONAL COMPONENTS  
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>-</u>
UNIFORMS	\$ <u>-</u>
EQUIPMENT	\$ <u>-</u>
MATERIALS	\$ <u>-</u>
SUPPLIES	\$ <u>-</u>
RELIEF	\$ <u>-</u>
ROLL CALL	\$ <u>-</u>
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ <u>-</u>
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT \$ 10.35

TOTAL (ITEMS #1,2,3, AND 4) \$ 62.80

BIDDER NAME: MERIDIAN MANAGEMENT CORP. BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR THREE  
FIRE SYSTEM TECHNICIAN

ITEM #1	\$	42.38	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		4	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.25	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	47.63	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.24	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.30	
GENERAL LIABILITY INSURANCE	\$	1.72	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	10.70	
TOTAL (ITEMS #1,2,3, AND 4)	\$	64.80	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**FIRE SYSTEM TECHNICIAN**

ITEM #1 \$ 43.66 Item 1  
DIRECT WAGES  
 NUMBER OF EMPLOYEES 4

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
 (ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ -	12
VACATION ALLOWANCE	\$ -	Varies
SICK TIME ALLOWANCE	\$ -	Varies
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 5.50	
SPECIFY <u>All Inclusive</u>		

SUB TOTAL (ITEMS #1 & 2) \$ 49.16 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
 (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ 3.34
N.Y.S.U.I.	\$ 0.15
F.U.I.	\$ 0.03
WORKER'S COMPENSATION	\$ 1.34
GENERAL LIABILITY INSURANCE	\$ 1.77
DISABILITY INSURANCE	\$ 0.03
OTHER TAXES AND INSURANCE	\$ 0.00
SPECIFY _____	

ITEM#4  
ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ -
UNIFORMS	\$ -
EQUIPMENT	\$ -
MATERIALS	\$ -
SUPPLIES	\$ -
RELIEF	\$ -
ROLL CALL	\$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -
SPECIFY <u>In Overhead</u>	

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
 AND PROFIT \$ 11.06

TOTAL (ITEMS #1,2,3, AND 4) \$ 66.88

BIDDER NAME: MERIDIAN MANAGEMENT CORP. BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**FIRE SYSTEM TECHNICIAN**

ITEM #1	\$	44.97	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		4	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.75	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	50.72	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	3.44	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	1.39	
GENERAL LIABILITY INSURANCE	\$	1.82	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	11.41	
TOTAL (ITEMS #1,2,3, AND 4)	\$	68.99	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**CLERK**

ITEM #1	\$ 22.39	Item 1
<b><u>DIRECT WAGES</u></b>		
NUMBER OF EMPLOYEES	2	
ITEM #2		
<b><u>SUPPLEMENTAL BENEFITS</u></b>		<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)		<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$ -	12
VACATION ALLOWANCE	\$ -	Varies
SICK TIME ALLOWANCE	\$ -	Varies
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 2.59	
SPECIFY <u>All Inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ 24.98	sub total 1&2
ITEM #3		
<b><u>TAXES AND INSURANCE</u></b>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 1.71	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.04	
GENERAL LIABILITY INSURANCE	\$ 0.00	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<b><u>ADDITIONAL COMPONENTS</u></b>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ 5.53	
TOTAL (ITEMS #1,2,3, AND 4)	\$ 32.47	
BIDDER NAME: <u>MERIDIAN MANAGEMENT CORP.</u>		BID NUMBER: <u>19225</u>

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR TWO**  
**CLERK**

ITEM #1	\$	23.06	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		2	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	2.81	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	25.87	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	1.76	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.04	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	5.74	
TOTAL (ITEMS #1,2,3, AND 4)	\$	33.62	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR THREE**  
**CLERK**

ITEM #1	\$	23.75	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		2	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	3.04	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	26.79	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	1.82	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.04	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	5.95	
TOTAL (ITEMS #1,2,3, AND 4)	\$	34.81	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**CLERK**

ITEM #1	\$	24.47	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		2	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	3.29	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	27.76	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	1.87	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.04	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	6.19	
TOTAL (ITEMS #1,2,3, AND 4)	\$	36.07	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**CLERK**

ITEM #1	\$	25.20	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		2	
ITEM #2			NUMBER OF
<u>SUPPLEMENTAL BENEFITS</u>			DAYS PROVIDED
(ITEMS NOT REQUIRED BY LAW)			
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	3.57	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	28.77	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	1.93	
N.Y.S.U.L	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.05	
GENERAL LIABILITY INSURANCE	\$	0.00	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	6.41	
TOTAL (ITEMS #1,2,3, AND 4)	\$	37.37	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**YEAR ONE**  
**CLEANER**

ITEM #1	\$	<u>15.01</u>	Item 1
<b><u>DIRECT WAGES</u></b>			
NUMBER OF EMPLOYEES		<u>3</u>	
ITEM #2			
<b><u>SUPPLEMENTAL BENEFITS</u></b>			<b>NUMBER OF</b>
(ITEMS NOT REQUIRED BY LAW)			<b>DAYS PROVIDED</b>
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>4.75</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>19.76</u>	sub total 1&2
ITEM #3			
<b><u>TAXES AND INSURANCE</u></b>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>1.15</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>0.46</u>	
GENERAL LIABILITY INSURANCE	\$	<u>0.61</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<b><u>ADDITIONAL COMPONENTS</u></b>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>4.38</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>26.57</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR TWO  
CLEANER

ITEM #1	\$	<u>15.50</u>	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		<u>3</u>	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	<u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$	<u>-</u>	<u>Varies</u>
HEALTH	\$	<u>-</u>	
PENSION	\$	<u>-</u>	
WELFARE	\$	<u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$	<u>5.00</u>	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	<u>20.50</u>	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	<u>1.19</u>	
N.Y.S.U.I.	\$	<u>0.15</u>	
F.U.I.	\$	<u>0.03</u>	
WORKER'S COMPENSATION	\$	<u>0.48</u>	
GENERAL LIABILITY INSURANCE	\$	<u>0.63</u>	
DISABILITY INSURANCE	\$	<u>0.03</u>	
OTHER TAXES AND INSURANCE	\$	<u>0.00</u>	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	<u>-</u>	
UNIFORMS	\$	<u>-</u>	
EQUIPMENT	\$	<u>-</u>	
MATERIALS	\$	<u>-</u>	
SUPPLIES	\$	<u>-</u>	
RELIEF	\$	<u>-</u>	
ROLL CALL	\$	<u>-</u>	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	<u>-</u>	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	<u>4.55</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$	<u>27.56</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

CALCULATION OF HOURLY RATE  
JFK BUILDING OPERATIONS & MAINTENANCE  
YEAR THREE  
CLEANER

ITEM #1	\$ 15.97	Item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	<u>3</u>	
ITEM #2		
<u>SUPPLEMENTAL BENEFITS</u>		NUMBER OF
(ITEMS NOT REQUIRED BY LAW)		DAYS PROVIDED
HOLIDAY ALLOWANCE	\$ -	<u>12</u>
VACATION ALLOWANCE	\$ -	<u>Varies</u>
SICK TIME ALLOWANCE	\$ -	<u>Varies</u>
HEALTH	\$ -	
PENSION	\$ -	
WELFARE	\$ -	
OTHER SUPPLEMENTAL BENEFITS	\$ 5.25	
SPECIFY <u>All Inclusive</u>		
SUB TOTAL (ITEMS #1 & 2)	\$ <u>21.22</u>	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ 1.22	
N.Y.S.U.I.	\$ 0.15	
F.U.I.	\$ 0.03	
WORKER'S COMPENSATION	\$ 0.49	
GENERAL LIABILITY INSURANCE	\$ 0.65	
DISABILITY INSURANCE	\$ 0.03	
OTHER TAXES AND INSURANCE	\$ 0.00	
SPECIFY _____		
ITEM#4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ -	
UNIFORMS	\$ -	
EQUIPMENT	\$ -	
MATERIALS	\$ -	
SUPPLIES	\$ -	
RELIEF	\$ -	
ROLL CALL	\$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ -	
SPECIFY <u>In Overhead</u>		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ <u>4.73</u>	
TOTAL (ITEMS #1,2,3, AND 4)	\$ <u>28.52</u>	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**1st OPTION PERIOD**  
**CLEANER**

ITEM #1 \$ 16.44 Item 1  
DIRECT WAGES  
 NUMBER OF EMPLOYEES 3

ITEM #2  
SUPPLEMENTAL BENEFITS NUMBER OF  
 (ITEMS NOT REQUIRED BY LAW) DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>-</u>	<u>12</u>
VACATION ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
SICK TIME ALLOWANCE	\$ <u>-</u>	<u>Varies</u>
HEALTH	\$ <u>-</u>	
PENSION	\$ <u>-</u>	
WELFARE	\$ <u>-</u>	
OTHER SUPPLEMENTAL BENEFITS	\$ <u>5.50</u>	

SPECIFY All Inclusive

SUB TOTAL (ITEMS #1 & 2) \$ 21.94 sub total 1&2

ITEM #3  
TAXES AND INSURANCE  
 (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.26</u>
N.Y.S.U.I.	\$ <u>0.15</u>
F.U.I.	\$ <u>0.03</u>
WORKER'S COMPENSATION	\$ <u>0.51</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.67</u>
DISABILITY INSURANCE	\$ <u>0.03</u>
OTHER TAXES AND INSURANCE	\$ <u>0.00</u>

SPECIFY \_\_\_\_\_

ITEM#4  
ADDITIONAL COMPONENTS  
 (IF APPLICABLE)

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

SPECIFY In Overhead

GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
 AND PROFIT \$ 4.89

TOTAL (ITEMS #1,2,3, AND 4) \$ 29.48

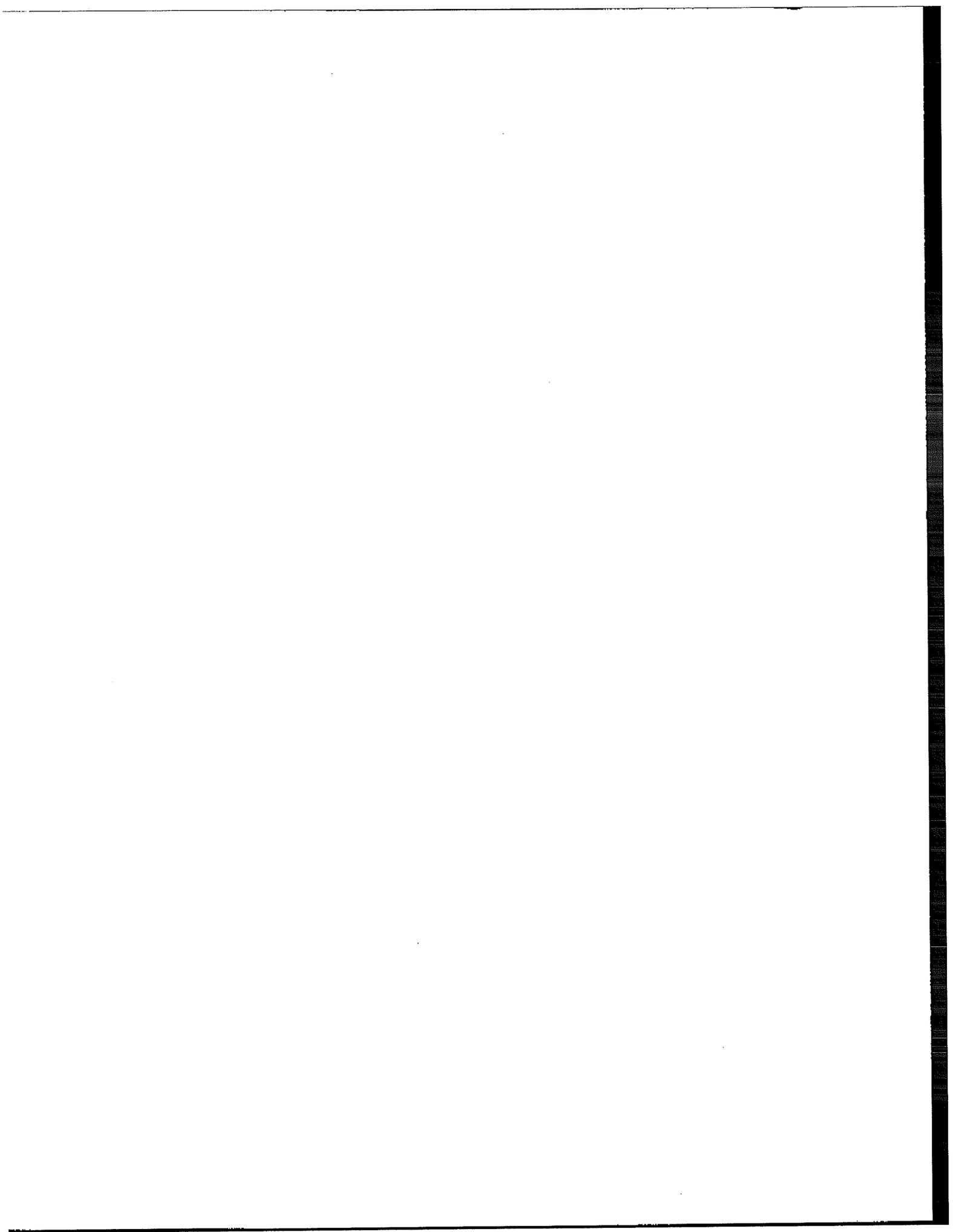
BIDDER NAME: MERIDIAN MANAGEMENT CORP. BID NUMBER: 19225

**CALCULATION OF HOURLY RATE**  
**JFK BUILDING OPERATIONS & MAINTENANCE**  
**2nd OPTION PERIOD**  
**CLEANER**

ITEM #1	\$	16.94	Item 1
<u>DIRECT WAGES</u>			
NUMBER OF EMPLOYEES		3	
ITEM #2			
<u>SUPPLEMENTAL BENEFITS</u>			NUMBER OF
(ITEMS NOT REQUIRED BY LAW)			DAYS PROVIDED
HOLIDAY ALLOWANCE	\$	-	12
VACATION ALLOWANCE	\$	-	Varies
SICK TIME ALLOWANCE	\$	-	Varies
HEALTH	\$	-	
PENSION	\$	-	
WELFARE	\$	-	
OTHER SUPPLEMENTAL BENEFITS	\$	5.75	
SPECIFY <u>All Inclusive</u>			
SUB TOTAL (ITEMS #1 & 2)	\$	22.69	sub total 1&2
ITEM #3			
<u>TAXES AND INSURANCE</u>			
(ITEM REQUIRED BY LAW)			
F.I.C.A.	\$	1.30	
N.Y.S.U.I.	\$	0.15	
F.U.I.	\$	0.03	
WORKER'S COMPENSATION	\$	0.52	
GENERAL LIABILITY INSURANCE	\$	0.69	
DISABILITY INSURANCE	\$	0.03	
OTHER TAXES AND INSURANCE	\$	0.00	
SPECIFY _____			
ITEM#4			
<u>ADDITIONAL COMPONENTS</u>			
(IF APPLICABLE)			
VEHICLE/MTCE/FUEL	\$	-	
UNIFORMS	\$	-	
EQUIPMENT	\$	-	
MATERIALS	\$	-	
SUPPLIES	\$	-	
RELIEF	\$	-	
ROLL CALL	\$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$	-	
SPECIFY <u>In Overhead</u>			
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$	5.08	
TOTAL (ITEMS #1,2,3, AND 4)	\$	30.49	

BIDDER NAME: MERIDIAN MANAGEMENT CORP.

BID NUMBER: 19225



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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 stop it from exercising such other rights or remedies.

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

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by 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.

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 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, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons 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. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.
- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the 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 high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

### 33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

#### i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

#### ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

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

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

### **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. Non-Publication**

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

### **39. Time is of the Essence**

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

### **40. Holidays**

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

**42. General Uniform Requirements for Contractor's Personnel**

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

**43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

#### **44. Contractor's Vehicles – Parking - Licenses**

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

#### **45. Manager's Authority**

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

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

#### **46. Price Preference**

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

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

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

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

#### **47. Good Faith Participation**

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

### **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.



**THE PORT AUTHORITY OF NY & NJ**

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

**Date September 17, 2009**

**ADDENDUM #1**

To prospective bidders/proposers on bid/RFP # 19225 for OPERATION AND MAINTENANCE SERVICES AT AIRLINE TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

Due back on \_\_\_\_\_, no later than 11:00AM

Originally due on 10/07/09, no later than 11:00AM

**The following changes are hereby made in the documents:**

**1. PROPOSER QUESTION AND ANSWER**

The following information is made available in response to questions submitted by Proposers to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Proposal, which will be construed without reference to such questions.

**Q1. Is there any Union clearly representing the labor force? If so, who are they and is there a collective bargaining agreement to be made available?**

**A1. For information purposes only, bidders are advised that the following labor organizations may claim jurisdiction over the work described in this document: Transport Workers Union of America, AFL/CIO, Local 504 and International Union of Operating Engineers Local Unions 30, 30A, 30B AFL-CIO located at 115-06 Myrtle Avenue, Richmond Hill, NY 11418. Please find attached hereto the Collective Bargaining Agreements Between: Meridian Management Corporation And Transport Workers Union of America, AFL/CIO, Local 504 At John F. Kennedy International Airport dated February 19, 2009; International**

**PS11A11**

Union of Operating Engineers Local 30 and Meridian Management Corp., Re:  
JFK Airport Building 209, Term of Agreement January 1, 2006 – December 31,  
2008, dated October 17, 2006.

Note well, the attached site agreement with the International Union of Operating Engineers Local 30 has expired. It is incumbent for bidders to take this into account when preparing its bid to the Port Authority. The bidder that is the recipient of this contract award is responsible to negotiate with any or all labor organizations that may claim jurisdiction under this contract regarding the following subjects but not limited to: maintaining wages, benefits, labor harmony and union jurisdiction.

All other terms and conditions remain unchanged.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER  
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Meridian Management Corporation

INITIALED: T.R. Brownfield, V.P. for Admin

DATE: 10-13-09

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO  
RICHARD GREHL, WHO CAN BE REACHED AT (212) 435-3941.

10-15-09 11:29 OUT

10-16-09 11:37 RCVD

PS11A11

FEBRUARY 19, 2009

AGREEMENT

Between

MERIDIAN MANAGEMENT CORPORATION

And

TRANSPORT WORKERS UNION OF AMERICA,  
AFL/CIO, LOCAL 504

At

JOHN F. KENNEDY INTERNATIONAL AIRPORT

Received Time Mar. 10. 10:16AM

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PREAMBLE

This Agreement is entered into this 19th day of February 2009 by Meridian Management Corporation (hereinafter sometimes referred to as the "Company") and the Transport Workers Union of America, AFL/CIO, Local 504 (hereinafter sometimes referred to as the "Union" as representatives of the employees) in the classifications listed herein.

ARTICLE I  
PURPOSE OF AGREEMENT

This Agreement is entered into by Meridian Management Corporation (Company) and Local 504 of the Transport Worker's Union of America, AFL/CIO (Union) in the mutual interest of the present and future employees of the Company to promote the safety and continuity of air transportation, to further the efficiency of operations and to realize employment under reasonable hours, rates of pay and working conditions. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for advancement of same purposes.

ARTICLE II  
RECOGNITION AND SCOPE

A) The Union is recognized by the Company as the sole collective bargaining representative for the Company's employees (classified below) employed at the John F. Kennedy International Airport facilities outlined in the Company's contract # 4600005500 with the Port Authority of New York and New Jersey. Representation of other classifications of employees covered by this Agreement may hereafter be mutually agreed upon.

B) The Company recognizes that it is in the mutual interest of the employees and of the Company to maintain stable labor relations through collective bargaining between the parties and through Union security for the employees, individually and collectively.

ARTICLE III  
CLASSIFICATION OF EMPLOYEES

A) Classifications covered herein shall be as follows:

1. Watch Engineers
2. Maintenance Mechanics
3. Electricians
4. Fire Systems Technicians
5. Cleaners

All employees must possess, for each activity they will be engaged in, valid certificates of training, licenses, and permits as required by the Port Authority and/or New York City codes.

B) Any promotion from one classification to another classification listed herein shall be made upon the basis of seniority and qualifications.

To be considered for promotion, an employee must have the necessary licenses (authorized and valid) required by Port Authority regulations and/or New York City codes and demonstrate his ability to

qualify for the position by passing a Company provided trade test.

If qualifications are equal, seniority shall govern. The decision on qualifications in the first instance is to be made by the Company. Those employees promoted to the higher classification shall be on a trial basis for the first six (6) months of employment in that classification. At the end of the trial period, if the Company is not satisfied with the performance, it may demote such employee. The decision to demote shall be made by the Company in the first instance, subject to grievance.

C) Employees shall be limited in bidding for other assignments for a period of six months after their last bid, except for employees who are bidding on promotion.

This in no way affects bidding on shift assignment and is limited to bidding on vacancies.

#### ARTICLE IV HOURS OF WORK AND OVERTIME COMPENSATION

A) The work day shall consist of a twenty-four (24) hour period beginning at 12:00 o'clock midnight, and a regular days work shall consist of eight (8) hours work exclusive of one-half (1/2) hour unpaid meal period. However, the work day of the Watch Engineers and Maintenance Mechanics on shifts A, B, and C as described in the Company's contract with the Port Authority, shall consist of eight (8) hours inclusive of a one-half (1/2) hour paid meal period to be observed at the work station without additional compensation.

B) The payroll workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday, and the regular weekly work schedule shall consist of five (5) workdays of eight (8) hours each within a work week. Employees will be paid on a weekly basis.

C) Each employee shall be scheduled two (2) consecutive days off during a seven (7) day period, provided however, that the two (2) days may overlap two (2) calendar weeks so long as the days are consecutive.

D) All time worked in any continuous tour of duty including overtime, shall be considered as work performed on the workday within which the tour of duty started.

E) Whenever and wherever shifts are to be established by the Company, the Company will provide copies of the shift schedules for employees at JFK International Airport to examine and offer recommendations prior to the shift schedules being posted. The Company shall make the final decision. Bidding for vacancies on new shifts shall be by seniority and qualifications provided, however, that if it is necessary to transfer employee(s) to fill a shift, the least senior qualified employee (s) must accept the transfer.

F) When an employee hereunder works more than eight (8) hours in any twenty-four (24) hour period as a result of change of shifts, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.

G) An employee hereunder who is required to report for a regular tour of duty without being given at least seven and one-half (7 1/2) hours off after the completion of the previous regularly scheduled tour of duty, including overtime, shall have starting time deferred at the Company's request to guarantee a seven and one-half (7 1/2) hour rest period for which he will be reimbursed at his regular straight time rate from his scheduled starting time.

H) An employee shall be given at least seven (7) days notice of all shift changes except in extreme emergencies when two (2) days notice shall be required.

I) An employee's time worked shall be computed from time required to report at the regular starting point in uniform or time actually reported, whichever is later, and to the time of return to same.

An employee hereunder for more than (1) hour, but for less than four (4) hours is assigned by the Company to perform the duties and accept the responsibility of a higher classification of work, shall be paid not less than the established rate for said classification for the time so worked. An employee hereunder for four (4) hours or longer is assigned by the Company to perform the duties and accepted the responsibilities of a higher classification of work shall be paid the rate for said classification for the work performed with a minimum of eight (8) hours. An employee, who is assigned by the Company to perform the duties and accept the responsibility of a lower classification of work, shall not suffer a reduction in pay from his regular classification.

#### OVERTIME COMPENSATION

A) No overtime shall be compensated for unless such work is performed at the direction of a supervisor. When employees are on scheduled vacations, the Company may backfill these positions by using call-ins or part-time employees.

B) Time worked in excess of eight (8) hours in any day exclusive of meal period, or time worked on the sixth (6<sup>th</sup>) day worked, in any work week, shall be considered overtime and shall be paid for at the rate of time and one-half.

C) Double the regular hourly rate shall be paid to an employee for all work performed on the seventh (7<sup>th</sup>) day actually worked in the workweek. Double the regular hourly rate shall be paid to an employee for all work performed on the sixth (6<sup>th</sup>) day of the work week if it is the seventh (7<sup>th</sup>) consecutive day actually worked (shift change excepted).

D) Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.

E) Premium pay for hours worked as described above shall not be paid where such hours result from a change in an employee's regular shift assignment or due to rotation of days off.

F) Overtime rates shall be paid for not less than four (4) hours to any employee called back to work after being relieved from duty.

G) When an employee hereunder is assigned by the Company to work on his day/days off, he shall be paid at overtime rates for all work performed on such day or days off, which in no event shall be more than double his regular rate.

H) An employee whose overtime working period continues into the following day shall continue to receive overtime rates for all overtime so worked. If such overtime work period shall continue so that its termination shall fall within seven and one-half (7 1/2) hours prior to the resumption of work in the succeeding day) the Company shall be allowed to defer his starting time to guarantee him a seven and one-half (7 1/2) hour rest period, for which he will be reimbursed at his regular straight time rate from his scheduled starting time.

I) Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one-tenth (1/10<sup>th</sup>) hour.

OVERTIME DISTRIBUTION

A) Overtime opportunities shall be provided to qualified employees in the same job classification, which regularly performs the work in the following order:

FIRST STEP: Assignments beginning at the termination of an off-going shift may be proffered to those off-going personnel who were on duty, in the order of low overtime hours first. At this Step, the Company shall endeavor to provide the employee(s) with two (2) hours advance notice, when possible.

SECOND STEP: Assignments not continuous with an off-going shift, but anticipated to run in conjunction with an oncoming shift, may be proffered to the oncoming shift in the order of low overtime hours first.

THIRD STEP: If sixth or seventh day work assignments are scheduled, employees may be selected from the shift overtime roster consistent with the shift to be worked, followed by the next preceding shift and thereafter by the next preceding shift, all in the order of low overtime hours first.

B) If insufficient qualified employee(s) volunteer for the required overtime in accordance with the steps outlined in paragraph (A) above) the Company may force, in reverse seniority order, the required number of employee(s) to work in the classification beginning with the First Step, then the Second Step, and finally the Third Step as set forth in paragraph (A) above. The Company will attempt to keep such assignments to a minimum.

C) Regardless of the steps outlined above the Company shall have the right to first utilize employees at the time and one-half rate before employees are permitted to work overtime at the double time rate, and also to avoid placing an employee in a position where he would be working at the double time rate.

D) Overtime records shall be maintained by classification by shift. Employees shall be charged for all overtime worked, all overtime refused, and for all overtime unavailable to work for any reason, except Union business.

E) When an overtime assignment is to be offered to employees who have equal standing in the overtime records, the senior employee shall be given the first opportunity to work the overtime.

F) An employee is not eligible for overtime during his vacation period.

G) An employee on limited duty is not eligible for overtime.

H) A new employee or an employee transferred onto a shift and/or into a new classification is charged in the overtime records with the average hours accrued on the shift and classification to which he is assigned.

I) An employee in his probationary period will not be considered to have satisfactorily completed his probationary period by virtue to having worked an overtime assignment(s).

J) If an oversight in assignment of personnel is brought to management's attention, the eligible employee will be offered the next available overtime assignment(s) on the employee's shift. If the employee refuses the assignment, the regular overtime distribution procedure shall then be followed as set forth above.

K) Overtime hours shall be recorded in accordance with hours paid rounded to the nearest hour.

L) Overtime records shall be secured by management to avoid tampering, but shall be readily accessible to employees upon request.

M) To simplify records, the same amount of hours may be subtracted from each employee in the overtime records every six (6) months.

ARTICLE V  
COMPENSATION

Hourly rates of pay and the effective dates are shown on Schedule "A".

ARTICLE VI  
HOLIDAYS

A) Effective on the date of this contract, all full time employees shall be granted the following holidays with pay:

- |                     |                            |
|---------------------|----------------------------|
| 1) NEW YEAR'S DAY   | 2) MARTIN LUTHER KING      |
| 3) PRESIDENT'S DAY  | 4) MEMORIAL DAY            |
| 5) INDEPENDENCE DAY | 6) LABOR DAY               |
| 7) COLUMBUS DAY     | 8) VETERAN'S DAY           |
| 9) THANKSGIVING DAY | 10) DAY AFTER THANKSGIVING |
| 11) CHRISTMAS DAY   | 12) FLOATING HOLIDAY       |

If any other union employee working for Meridian Management at JFK Airport is granted a holiday that is not included in this Agreement, it will be considered a holiday under this Agreement.

B) A full time employee required to work on any of the above holidays shall be paid 8 hours for the holiday plus 1 1/2 times his regular salary for any hours worked on the holiday.

C) An employee scheduled to work on any of the above holidays who fails to report for work, shall not receive holiday pay for that day unless his failure is occasioned by circumstances beyond his control, which he must substantiate.

D) The employee must work the scheduled day before and the day after the holiday in order to be eligible for holiday pay.

E) If any of the above holidays fall on an employee's regular day off, his next regularly scheduled workday shall be observed as the holiday.

F) If holiday work is required, employees whose regular work schedule falls on the holiday shall be required to work.

G) Those regular part-time employees shall be entitled to holiday pay on a pro-rata basis.

ARTICLE VII  
VACATIONS

All vacation entitlements shall be calculated based upon the employee's years of service at the facilities set forth in Article II herein.

A) Employees with one (1) year and up to four (4) completed years of service will receive two (2) weeks (ten days) of paid vacation.

B) After the completion of four (4) years of service, employees will receive three (3) weeks (15 days) of paid vacation. After the completion of ten (10) years of service, employees will receive four (4) weeks (20 days) of paid vacation. After the completion of twenty (20) years of service, employees will receive five (5) weeks (25 days) of paid vacation.

C) An employee who has completed his probationary period (six months) will be paid for his accrued vacation upon termination of employment with the Company except that he shall not be paid for such vacation if he resigns without giving two (2) weeks' advance written notice of resignation in accordance with this Agreement or he has been discharged for cause involving monetary or material loss to the Company.

D) On request, an employee may be granted his vacation period split in two (2) sections, subject to the approval by the Company.

E) An employee may draw pay for his vacations at the beginning of such vacation, provided he submits his vacation request form at least two (2) weeks prior to the beginning of said vacation.

F) In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, the Company shall have the choice of giving an extra day's vacation with pay or of giving an additional day's pay for such holiday.

G) The Company will post the vacation schedule no later than November 1st of each year for the following year and senior employees shall have preference. If employees do not pick vacation by the times available, they will be placed on the schedule based upon the time they have selected in the past years.

H) The vacation time to which an employee is entitled as provided in Article VII assumes that the employee has worked the full previous calendar year. An employee who has worked only part of the previous calendar year will receive a proportional vacation. The vacation time to which he is entitled will be the normal vacation time minus one-twelfth of his vacation time for each full month, or major fraction of a month of time lost. No deduction will be made for part days.

I) Regular part-time employees shall receive vacation with pay in accordance with the provisions contained herein. Such vacation shall be calculated and paid on a pro-rata basis.

ARTICLE VIII  
SENIORITY

A) For the purpose of this Article VIII, all employees who fall within the classification of employees specified in Article III hereunder, and who are employed at JFK International Airport in the facilities set forth in Article II hereunder, shall have their seniority commence as of their date of employment at the facilities.

B) Re-employment after layoff shall be on the basis of seniority and qualifications. Prior to hiring new employees, the most senior employee on layoff shall be offered re-employment, provided he is qualified

to fill the available opening. The Company shall send a notice of rehiring by registered mail to the last address on file, and if the employee fails to report to work within the two (2) weeks thereafter, he shall lose all seniority rights. The Union shall receive a copy of each notice of rehiring. Upon receipt of this notice, an employee must notify the Company within three (3) days as to whether he will elect to return within two (2) weeks or less, or if he decides to remain on layoff status. Failure to make such notification in three (3) days will result in his loss of all seniority rights.

C) New employees shall be considered on probation for a period of six (6) months from the date of hiring. During the probationary period the Company may lay off such employees as it finds necessary, and said employees will have no recourse to the Grievance procedures outlined in this Agreement.

D) Seniority rights of the employees who have been laid off shall terminate if they are not rehired within twenty-four (24) months after layoff.

E) Promotional vacancies shall be filled upon the basis of seniority and qualifications. If qualifications are equal, seniority shall govern. The decision of qualifications in the first instance is to be made by the Company subject to grievance. Those employees promoted to a higher classification shall be made on a trial basis for the first six (6) months of employment in that classification. At the end of the trial period, if the company is not satisfied with the performance, it may demote such employees. The decision to demote shall be made by the Company in the first instance subject to grievance.

F) For the purpose of Union seniority under this contract, the present relative order of Union seniority shall be maintained and recognized as the established relative Union seniority of employees covered hereunder for the purpose of choice of shifts, days off, work areas, vacation selection and layoff only. If a dispute arises between employees having the same employment date, Union seniority shall be determined by the last four (4) digits of the social security number. The employee with the highest last four (4) digits in his social security number shall be the senior.

G) Where management determines that a reduction in the work force is necessary, it shall layoff by classification in reverse order of seniority. All employees so notified of layoff may elect to displace the junior employee in another classification subject to seniority and qualifications. An employee who receives a notice of layoff and who is unable to displace an employee in another classification due to the limitations of seniority and/or qualifications, or who elects not to displace the junior employee in another classification, shall be laid off. In order to be considered eligible to displace into another classification, an employee must have the necessary licenses (authorized and valid) required by Port Authority regulations and/or New York City codes and, where appropriate, demonstrate his ability to qualify for the position by passing a Company provided trade test either prior to or at the time of layoff.

H) Union seniority shall govern choice of shifts, days off, work areas, and vacation within each classification of employees within each work unit.

#### ARTICLE IX LEAVE OF ABSENCE

A) Upon approval of the Company, a leave of absence of up to thirty (30) days may be granted an employee. During such leave the employee's Union seniority shall accumulate, but the employee's Company service time shall not accumulate.

B) If such leave is extended by the Company, the employee will retain but will not accrue Union seniority, except that Union seniority shall continue to accrue on leave for Union business. An employee accepting gainful employment while on a leave of absence, except as specifically approved in writing by the

Company, automatically terminates employment with the Company.

C) Employees who, by reason of bona fide illness or pregnancy requires time off will be granted appropriate leaves of absence. Union seniority will continue to accrue during such leaves, but in no event will Union seniority accrue for more than one (1) year. Further, if applicable, the Company will comply with the Federal Family and Medical Leave Act of 1993.

D) An employee on layoff for one year shall lose all seniority rights with the exception of an employee on leave for Union business.

E) Unless otherwise required by law, time spent on leave of absence shall not count for vacation, side leave, pay review, or for pension purposes, nor will the employee be eligible to receive medical benefits. However, at the employee's sole expense, the employee may elect to continue to be eligible to receive medical benefits while on an approved leave of absence by making the necessary contributions for such coverage.

F) Employees may take three (3) personal days off per year without pay with prior notification and management approval.

G) Employees given leave of absence and assigned to affiliate or subsidiary companies shall retain Union seniority accrued in classification under this Agreement for the duration of such assignments if within thirty (30) days of the termination of such assignments, they apply for reassignment with the Company.

H) Notwithstanding other provisions of this Agreement, time spent on a leave of absence, occasioned by an industrial illness or industrial injury, shall not affect the employee's wage review period to the extent that such wage review is automatic. This understanding shall not constitute a waiver of other established requirements for purposes of reclassification.

**ARTICLE X**  
**MILITARY LEAVE**  
**RETENTION OF SENIORITY**

A) The re-employment and seniority status of any employee hereunder who, while in the active service of the Company, enters the Armed Services or the Merchant Marine of the United States shall be governed by the provisions of the Selective Service and Training Act of 1948, as amended, or other applicable law.

B) When military training leave not to exceed two (2) weeks is granted, time spent on such leave shall not affect the employee's wage review period, vacation accrual, Union seniority or Company service time.

**ARTICLE XI**  
**TERMINATION OF EMPLOYMENT**

A) Employees shall give the Company two (2) weeks' notice of resignation in writing.

B) Employees laid off through no fault of their own, shall be granted two (2) weeks notice in writing.

C) In the event of a change in the provisions of a contractual requirement or the loss of all or part of a contract for the work set forth in Article II hereunder, no notice of layoff is required. However, the Company will make an effort to provide an employee with two (2) weeks' advance notice of layoff when possible.

**ARTICLE XII**  
**RETIREMENT SAVINGS PLAN**

Active full-time employees are eligible for participation in the Company's Retirement Savings Plan consistent with the Plan provisions. A description of the Plan may be obtained from the Company's Human Resource Manager.

**ARTICLE XIII**  
**BULLETIN BOARDS**

The Company shall provide bulletin boards for the use of the Union. All notices placed on such bulletin boards shall relate solely to official Union business and shall have the official signature of the Union.

**ARTICLE XIV**  
**EQUAL TREATMENT**

The provisions of the Agreement will apply equally to all employees regardless of sex, color, race, Creed, national or ethnic origin, Vietnam era veteran's status, marital status, disability, if a qualified person, or sexual orientation.

**ARTICLE XV**  
**PAYDAYS**

All compensation payable to employees hereunder shall be paid weekly. Checks shall be available on Friday of the workweek.

**ARTICLE XVI**  
**NO STRIKE - NO LOCKOUT**

As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to lock out any employee or group of employees while this Agreement is in effect, and the Union and employees agree that they will not cause or call any strike, sit-down, stay in or slow-down.

**ARTICLE XVII**  
**MANAGEMENT CLAUSE**

The management of the Company and the direction of its employees, including the establishment of working conditions, the assignment of employees to jobs and working schedules, the determination of the qualifications of employees to perform work or jobs, the hiring, promoting, demoting, and rehiring of employees in connection with any reduction or increase in working force, the suspending, the discharging or otherwise disciplining of employees, are the exclusive functions of management to the extent that any of such matters are not otherwise covered or provided for in this Agreement, and provided that in the exercise of such functions, the management shall not violate any provisions of this Agreement, or discriminate against any employee because of his membership in or lawful activity on behalf of the Union. The Union recognizes a need for a drug free work place and that the employees comply with the policies and procedures to insure this as a condition of employment.

**ARTICLE XVIII**  
**ABSENCE FROM DUTY**

The Union agrees that the Company has the right to establish and implement at the Company's sole discretion

an attendance policy addressing absence from work, which shall include disciplinary measures for such absence. The Company will provide the International Union with a copy of such policy and shall also provide copies to employees covered by this Agreement.

ARTICLE XIX  
GENERAL

A) Where employees are required by the Company to wear a Company Uniform or specialized work clothing, such apparel shall be furnished and laundered by the Company and at the Company's expense. At its option, the Company may provide employees with a reasonable cleaning allowance and require cleaning of such apparel to be the responsibility of the employee. Further, all employees shall be required to wear steel-toed safety shoes that meet ANSI Specification Z41 Class 75. The Company shall reimburse each employee up to \$100.00 toward the purchase of such safety shoes each contract year. Employees are required to present the Company with satisfactory proof of the purchase of such shoes prior to reimbursement. If an employee reports to work without the required uniform and/or specialized work clothing, and/or safety shoes, the Company reserves the right to refuse the employee to work that day, without pay.

B) The contract will be printed by the Company and distributed by the Union.

C) In the case of death of one of the parents, children, brothers or sisters, stepchild, or current mother-in-law or father-in-law, spouse of an employee or grandparents, an employee who has completed his probationary period will be entitled to receive a maximum of three (3) days off with pay. An employee may be required to substantiate that the death has occurred.

D) No employee will be, required to participate in a bomb scare investigation against his wishes.

E) All employees covered hereunder, who are required to serve as a juror, shall receive the difference between his jury pay and his regular straight time wages while so serving up to thirty (30) days. An employee shall be required to present to the Company evidence that he did in fact serve, and was paid for such service.

F) The Company retains the right as its sole discretion to subcontract work.

G) Regular part-time employees are only entitled to benefits as expressly provided by this Agreement or mandated by Federal and State law.

H) Employees shall be required to furnish their own hand tools regularly used in the performance of their trade. The Company shall provide each employee with a list of the required tools at the time of hire. Employees shall be required to furnish the Company with an inventory of such tools. The Company shall replace all broken tools, at the Company's expense. If an employee reports to work without the required tools, the Company reserves the right to refuse the employee to work that day without pay.

ARTICLE XX  
HOSPITALIZATION AND LIFE INSURANCE- FULL TIMERS

Group Health and Life Insurance Benefits coverage for active full-time employees shall be provided in accordance with the Company's employee benefit plans as adjusted from time to time.

Employees waiving health insurance coverage shall receive a monthly payment of: \$445.00 as of March 1, 2009; \$490.00 as of March 1, 2010; and \$539.00 as of March 1, 2011.

Employees electing single health insurance coverage will not be required to make any contributions towards

such coverage.

- Employees electing family health insurance coverage will have the option to choose between health plans offered by the Company at two (2) different benefit levels. For the benefit Level I plan, employees will be required to make monthly contributions at the rate of: \$176.00 as of March 1, 2009; \$194.00 as of March 1, 2010; and \$213.00 as of March 1, 2011. For the benefit Level II plan, employees will be required to make monthly contributions at the rate of: \$383.00 as of March 1, 2009; \$333.00 as of March 1, 2010; and \$366.00 as of March 1, 2011. Payroll deductions will be made equally from weekly payrolls rather than once per month.

ARTICLE XXI  
GRIEVANCE AND ARBITRATION

- A) Any decision or agreements relating to the interpretation of applicability of this Agreement mutually agreed to by the Company and the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.
- B) The Company may discharge or discipline any employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism or any just and proper cause.
- C) The Union may select and designate representative in the respective fields, stations, and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement.
- D) During the probationary period, an employee may be discharged or disciplined at the Company's sole discretion without recourse to the Grievance Procedure.
- E) A grievance is defined as any question involving the interpretation, application or performance of the terms of this Agreement. Any employee who has a grievance may, submit such grievance to this department head within five (5) working days of the occurrence causing such grievance.
- F) Any employee who has a grievance, complaint, or feels that he has been unjustly dealt with, may, in five (5) days, submit his grievance to the department head, who shall thereupon either hear the same or designate a representative to hear the same, and within four (4) days after receipt by the Company of such submission in writing, a hearing shall be heard, notice of which shall be given to the employee involved, and to the Union by letter mailed, at least twenty-four (24) hours prior thereto, and addressing such letter to the Union and to the employee at his last known address shall be sufficient. Immediately after each hearing, the Company shall render its decision.
- G) There shall be established under this Agreement a "Field Board" which shall have scheduled meetings at those times the board determines appropriate for the purpose of considering grievances or other complaints or problems that arise from time to time. Grievances, which are not satisfactorily settled under the above paragraphs, must be submitted to the "Field Board" within fifteen (15) days after the Company's answer. The limits may be waived by mutual agreement. Decision of the "Field Board" shall be final.
- H) If the Union and the Company cannot come to an agreement with the disposition of such grievance or complaint made as provided in the above paragraphs, such grievance must be appealed to Arbitration within fifteen (15) days after the decision of the "Field Board", using the services of the FMCS. Time limits may be waived by mutual agreement. In case there is any dispute between the parties hereto arising out of the interpretation of this Agreement or Contract, then in any such case, at the written request of the party hereto desiring arbitration as herein provided, given to the other party hereto within fifteen (15) days, the matter shall be submitted for decision to an arbitrator selected from a panel provided by the Federal

Mediation and Conciliatory Service.

D) After both the Union and the Company have been given an opportunity to be heard and to submit such proof as may be desired, the decision in writing of such arbitrator shall be binding and conclusive upon the employees to whom this Agreement applies, and upon all the parties hereto. The arbitrator shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

J) In the event that the parties cannot agree upon the time and place to be fixed for such hearing, said arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing. The mailing of a letter containing such notice shall be deemed to be giving of such notice. Upon the receipt of any party hereto, such arbitrator shall proceed in accordance with, and comply with the provisions of Article 84 of the Civil Practice Act of the State of New York and party thereto may proceed with respect to such arbitration under and pursuant to the provisions of said Article 84 of the Civil Practice Act.

K) In amplification of any and all rights which said arbitrator, and any party hereto, may have pursuant to this Agreement, or by the operation of law, it is agreed that in the event of any breach of this Contract, or of any of the terms hereof by and of the parties hereto, or in the event of any threatened breach hereof, or of any of the terms hereof by the parties hereto, said arbitrator may, as part of his decision award, finding or direction, issue any and all mandatory directions, prohibitions and order as he may deem necessary or advisable, directed to or against any party breaching this Contract, or threatening the breach of same, or any part hereto, and in such event any party in whose favor such award, direction, prohibition or order shall have been made by said arbitrator may thereupon apply to the Supreme Court of the State of New York for the County of New York (that being the Court hereto specified to have jurisdiction) for the confirmation of said award, direction, prohibition or order, and for the enforcement thereof, which the same force and effect and in the same manner, and pursuant to the same proceeding and construction thereof as if such award, direction, prohibition or order were made pursuant to said Article 84 of the Civil Practice of the State of New York.

L) One-half (1/2) of the fees due such arbitrator shall be paid by the Company and one-half (1/2) shall be paid by the Union.

ARTICLE XXII  
UNION SHOP AND CHECKOFF

A) All new employees shall become members of the Union within thirty (30) days after initial employment by payment of initiation fees and dues and shall remain a member of the Union in good standing thereafter. The Company will allow the Union ten (10) minutes to address new hires during their initial training period on Company schedule.

B) Should any employee cease to be a member in good standing of the Union for the non-payment of dues, he shall after two (2) weeks' notice in writing by the Company no longer be eligible for employment and shall be dismissed. The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, awards or judgments (including attorney's fees and court costs) incurred by the employee or awarded to the employee or employees against the Company by virtue of this Agreement.

C) The Company shall deduct Union dues and initiation fees from the employees on proper authorization provided by the employee and shall forward such monies to the International Union.

ARTICLE XXIII  
SICK LEAVE

Employees shall accrue one (1) day paid sick leave for each month of active service, for a total

accrual of 12 days each year. All unused sick leave will be paid to employees at the end of each year. Seasonal employees do not accrue and are not entitled to use sick leave. Regular part-time employees shall receive sick leave in accordance with the provisions contained herein but such sick leave shall be calculated and paid on a pro-rata basis. Abusive use of sick leave may be grounds for disciplinary action. The Company reserves the right to verify illnesses and may require a doctor's verification at any time in excess of three (3) consecutive days of sickness.

**ARTICLE XXIV  
ENTIRE UNDERSTANDING**

This Agreement contains the sole and entire understanding of the parties and supersedes all prior Agreements, commitments and practices, oral or written, between the Employer and the covered employees, unless the practice is expressly provided for within this Agreement. Both parties represent and agree that there are no representations, warranties, covenants, conditions, provisions or undertakings other than those expressly set forth herein. Both parties, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. However, nothing herein shall preclude the parties during such term from voluntarily engaging in discussion on such matters and by mutual agreement amending this Agreement in any respect by further or Supplementary Agreements in writing.

**ARTICLE XXV  
DURATION OF AGREEMENT**

Except as otherwise specifically provided herein, this Agreement shall become effective 3/1/09 and shall continue in full force and effect through 2/28/12, or upon loss of the contract for the work set forth in Article II hereunder with the Port Authority of New York and New Jersey, whichever shall come earlier.

In the event this operation is put out to bid the Company may reopen this Agreement upon seven (7) days notice.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

For:  
Meridian Management Corporation

For:  
TRANSPORT WORKERS UNION  
OF AMERICA AFL/CIO

Name T.R. BROWNFIELD  
Title V.P.

[Signature]  
Name  
Title President

SCHEDULE A

	<u>3/1/09</u>	<u>3/1/10</u>	<u>3/1/11</u>
Watch Engineers	\$37.23	\$39.53	\$39.78
Maintenance Mechanics	\$26.86	\$27.80	\$28.70
Electricians	\$41.81	\$43.27	\$44.68
Fire System Technicians	\$38.50	\$39.85	\$41.15
Cleaners	\$14.50	\$15.01	\$15.50

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 30  
AND  
MERIDIAN MANAGEMENT CORP.  
RE: JFK AIRPORT BUILDING 209**

**TERM OF AGREEMENT  
January 1, 2006 – December 31, 2008**

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## AGREEMENT

AGREEMENT made this <sup>17<sup>th</sup></sup>~~June~~<sup>October</sup> day of 2006 between Meridian Management Corp., at the JFK Airport Building 209 located in Jamaica Queens, New York (hereinafter referred to as the "Employer") and International Union of Operating Engineers, Local Unions 30, 30A, 30B AFL-CIO (hereinafter referred to as the Union") located at 115-06 Myrtle Avenue, Richmond Hill, N.Y. 11418.

### PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievance's and unnecessary and avoidable delays and expense so far as possible, such employment is to be in accordance with the conditions set forth and at the wages agreed upon, that stable conditions may prevail, that costs may be as low as possible consistent with fair wages and conditions and to further establish the necessary procedure by which these conditions may be accomplished.

### ARTICLE I - DECLARATION OF PRINCIPLES

- A. That there shall be no limitations as to the amount and kind of work a man shall perform as long as the work is within his/hers job description. Descriptions are listed within the Port Of Authority's contract with Meridian, it being understood that the workman shall perform a fair and honest day's work.
- B. That there shall be no restriction of the use of machinery, tools or appliances.
- C. That there shall be no restriction of the use of any raw or manufactured material -
- D. No person representing the Union, except its business representative or shop steward shall have the right to interview the workmen during business hours. The business representative shall comply with all general conditions of the Employer regarding passes, entrance to be used, etc.

### ARTICLE II - UNION RECOGNITION - COVERAGE

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all of the Shift Supervisors within the territorial jurisdiction of the International Union of Operating Engineers, 1125 Seventeenth Street, N.W. Washington, D.C. 20036.

This Agreement shall cover all such employees, employed at the JFK Airport Building 209 located in Jamaica Queens, New York

The term "employees" as used herein, unless the context otherwise indicates, means the employees covered by this Agreement. Employees who have been employed by the Employer for a period of at least thirty (30) days shall be required to become members of the Union as a condition of continued employment.

For the purpose of this Agreement, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee assessments uniformly required as a condition of Union membership.

### ARTICLE III - WAGES - SEE SCHEDULE "A"

- A. All employees will be paid every two weeks ("Friday") at the end of the shift.
- B. The employer shall provide the option of direct deposit to the employee for the term of this agreement.

### ARTICLE IV - HOURS

- A. The Employer shall be free to fix the hours of employment, provided that a normal work week for such employee shall consist of forty (40) hours, divided into five (5) consecutive days of eight (8) hours each.
- B. Management shall give two (2) weeks notice prior to changing work schedule. This does not pertain to emergencies.
- C. Overtime at the rate of time and one-half will be paid to employees who render services in excess of eight (8) working hours per day, or in excess of forty(40)working hours per week, except as provided in Paragraph "F" hereof.
- D. Employees who are called in and are required by the Employer to perform overtime work shall receive for the work so performed the overtime compensation provided herein, but in no case less than the applicable overtime rate for four (4) hours of work, plus two (2) hours at the regular hourly rate for travel time. The provisions hereof shall in no event apply to planned overtime work.
- E. "Portal To Portal Insurance" If an employee is directed by his supervisor to report outside of his normally scheduled tour and if public transportation is not available or would cause further time delay and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for use of his personal vehicle, and the employee shall be compensated at the Federal Government rate for personal vehicle usage.
- F. In the case of an employee whose regular schedule calls for the performance of work on a 6th or 7th day, such employee will receive time and one-half for the work performed by the employee on the 6th day and double time for work performed on the 7th consecutive day of work.  
  
Example: If an employee normally scheduled to work from Monday through Friday, inclusive, is required to work on Saturday and on Sunday, he will receive time and one-half for the work performed on Saturday and double time for the work performed on Sunday.
- G. Employees called upon to work in excess of 16 hours in any one 24 hour period shall be paid at double time rate for all hours worked after 16 consecutive hours.
- H. Any employee who has worked eight (8) hours and is required to work at least four (4) hours of consecutive overtime shall be paid a fifteen (\$15.00) dollar meal allowance.

I. "Mutual Swaps" Personnel within the same title shall have the option to SWAP shift schedules or part of a shift schedule as long as the swap does not cause overtime. Once mutual swaps are approved by management, the swap becomes part of the employee's schedule and he/she is responsible for completing the agreed-to swap.

J. Effective upon execution of this agreement all Employees A, B, and C shifts will receive one paid 30-minute lunch break. Individuals on M shift will receive pay for the hours worked and will receive a thirty minute unpaid lunch break. The employees on A, B, C and M shifts shall remain on site for the 30-minute lunch break.

### HOLIDAYS

All permanent probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

An employee working on a holiday shall receive time and one-half plus one day's pay for the holiday work.

~~L.~~ <sup>K.</sup> The following days shall be considered holidays:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Columbus Day
President's Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving's day
Christmas Day	One Floating Day

### ARTICLE V - HIRING, SENIORITY

A. (1) The Union has established an Employment Procedure to be administered and financed by the Union.

(2) Neither the Union in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union.

(3) (i) The Employer shall notify the Union by fax of all bargaining unit job and training position vacancies, including temporary and part-time recall, and shall afford the Union ninety- six (96) hours from the time of notification (exclusive of Saturdays and Sundays) to refer applicants for the vacancy before the Employer hires from any other sources. In referring applicants, after persons on layoff from the Employer have been recalled, the Union shall give preference to persons with prior experience in the industry, and persons living in the community the Employer serves, and must meet the qualifications required by the Employer for a particular job vacancy.

(ii) . Notwithstanding the foregoing, the Employer, after giving notice to the Union, may fill vacancies if it must fill the position without delay to meet an emergency, provided

that such vacancy may not be filled on a permanent basis, until the interview process has been completed.

4. Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Union as it deems qualified, in its sole discretion, and the right to hire applicants from other sources in the event the Union does not refer qualified applicants within ninety-six (96) hours, except that the Employer shall not, without giving a reason, reject an applicant (other than an employee on layoff from the Employer) sent by the Union where the Union sends a minimum of three (3) applicants who have the minimum qualifications for the job and have at least five (5) years recent experience in the same or similar job an institution located in New York.

5. Any applicant hired into a permanent job shall have a Certificate issued by the Union, and be subject to Port Authority approval. All applicants referred to the Union by the Employer shall be issued a certificate.

#### **ARTICLE VI - SHOP STEWARD**

There shall be a shop steward at each job site, who will be appointed by the Union to attend to the interest of the Union and the Employer shall allow reasonable time for the performance of such duty. The shop steward shall be paid for the day when attending grievance meetings, contract negotiations or working on any site-specific contract related work.

During the term of this agreement the shop steward will have super seniority as to layoffs.

Each Shop Steward shall be granted one (1) additional day off with pay per year for the purposes of attending specialized Shop Steward Training classes offered by the Local Union.

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute or complaint arising out of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner. If a grievance situation arises, the Employer's Immediate Supervisor/Manager, the Employee, and the Shop Steward will try to resolve the problem within three (3) business days prior to the initiation of the written grievance outlined below:

Within fifteen (15) work days after a grievance occurs, an employee having a grievance and/or his Union representative shall present it in writing, signed by the grievant to the project manager of operations. The Employer shall give its written answer to the Employee and/or his Union representative within fifteen (15) work days after presentation of the grievance.

Failure on the part of the Employer or the Union to answer the grievance shall not be deemed acquiescence to it and the Union or the Employer may proceed to the next step. A grievance not presented within the time limit specified shall be barred. The grievance shall be specific as to issue.

Section 1. A grievance which has not been resolved may, within fifteen (15) work days after completion of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the

American Arbitration Association; The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 4. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5. Any dispute of a grievance not referred to arbitration within the time limit specified shall be barred.

## **ARTICLE VIII - INTERRUPTION OF WORK**

The Union and the employees agree that they will not call, participate in or sanction any strike walkout, picketing, stoppage of work, retarding of work or boycott (primary or secondary) reduction of work standards or any other interference of whatsoever nature with the operation and conduct of the Employer's business; the employees further agree that they will not stay away from work during the term of this Agreement.

The Employer agrees that there will be no lockouts during the term of this Agreement as long as this Agreement is lived up to by both parties. The foregoing provisions shall apply pending a decision by the arbitrator in any case involving a dispute pursuant to ARTICLE VIII hereof.

## **Article IX - VACATIONS**

The vacation schedules of the employees covered by this Agreement will be as follows.

A. Vacation accruals, based on employee's anniversary date of employment at Building 209 JFK or Meridian Management, shall be as follows:

0 to 6 Months	0	
6 months, less than 1 year	5	Days
1 year, less than 4 years	10	Days (Including 5 days after 6 months)

After 4 years

15 Days

B. Should a holiday fall during the employee's vacation period, an additional day of vacation shall be allowed.

C. All vacation requests must be submitted no later than sixty (60) days before the first requested vacation day off and are subject to approval.

D. No two employees of the same duty assignment will be allowed to take vacation at the same time.

E. Vacations will be limited to two (2) periods, if an employee has more than two (2) weeks vacation due then he will take a second vacation within the twelve (12) month Period unless approved by management.

F. Seniority will be the basis for choice regarding a vacation period desired by more than one employee.

G. The final vacation schedule rests with management and will be determined as to the needs of Plants Operation. All vacations must be approved by management. Vacations must be taken each year and may not be accrued from year to year.

H. Termination for just cause or failure to give at least two (2) weeks advance notice of resignation will cause forfeiture of any vacation time.

I. Any break in continuous service by an employee will result in loss of seniority. If an employee leaves or is terminated for any reason and is rehired the employee will be considered a new employee and will accrue vacations as a new employee based on new anniversary date.

J. In accordance with the vacation policy, vacation benefits shall accrue as established by the contract in each year and in the event of retirement, death or the layoff of an employee there, the employee shall receive accrued sick time, personal time and vacation time.

K. Employees shall have the option to receive vacation pay the payroll prior to their vacation.

M. In the case of termination, cancellation or expiration with the Port Authority, the contractor shall be liable for all accrued, unpaid vacation benefits.

N. All Supervisors are to stay in their current positions when a vacancy occurs, it will be filled on a basis of seniority.

#### **ARTICLE X - SICK/PERSONAL**

During an Employee's employment effective 1/1/06 at JFK Airport Building 209 an employee will have ten (10) days of sick leave per year, based on the employees anniversary date of employment at the building, at base pay.

Permanent employees covered under this contract will be entitled to

Two (2) personal days leave per year, on the employee's anniversary date at base pay.

- A. An employee who is terminated for just cause will forfeit all sick time and personal time.
- B. Sick time is to be used for the employee's illness only.
- C. Abusive use of sick time or personal time can be grounds for disciplinary action.
- D. Management reserves the right to verify illnesses and may require a doctor's verification at any time in excess of three days. Employer may also require an examination by his own doctor at Employer's expense.
- E. Employee's failure to give at least two weeks notice prior to resignation will result in forfeiture of any payment for accrued sick time or personal time.
- F. Employees who have a break in continuous service will be considered a "New Employee when rehired and will accrue sick leave as outlined herein.
- G. Pay for sick leave shall commence on the first day of absence due to off-the-job illness or accident for each disability. This benefit does not apply to time lost due to Workmen's Compensation.
- H. All unused time shall be paid out annually at the employees' full rate of pay.

#### ARTICLE XI - FRINGE BENEFITS

See Schedule "B" for contribution rates for the Welfare Trust Fund, Pension, Annuity, Apprentice Training and Industry Stabilization Fund.

- A. The Union will use the Trust Fund Contributions to provide pension, welfare, annuity, and training benefits for the employees covered by this Agreement.
- B. The Employer shall make contributions each month during the term of this collective bargaining agreement, commencing on the employees thirtieth (30th) day of employment.
- C. In the event that an employee is absent from work because of illness or injury, the Employer will pay the contributions as set forth above for a maximum of four (4) weeks.
- D. The Employer at the discretion of the respective Trustees may be required to provide a Surety Bond with the Stationary Engineers Federal Credit Union to guarantee payment to the Welfare, Pension Fund which Bond shall be made payable to the Trustees of the Pension, Welfare Benefit Funds in the sum of \$50,000. Further he or it may at the discretion of the Trustees be required to provide a Surety Bond to guarantee payment to the Apprentice Training Fund.

The Trustees of the respective Welfare, Pension, Apprenticeship and Annuity Funds and/or their representative shall have the right on five (5) days written notice to the Employer to examine the pertinent books and records of the Employer for the purpose of ~~ascertaining~~ ascertaining if the Employer is paying the proper contributions to the Funds.

- E. CREDIT UNION: The Employer also agrees to make deductions for Credit Union payments when appropriately requested by the employees.

## **ARTICLE XII - JURY DUTY**

For each day that an employee is required to serve on the jury duty and presents court certification thereof, the Employer shall pay the difference between the amount such employee would normally have earned had he worked his straight time scheduled hours and his remuneration for such day for jury duty, to a maximum of ten (10) days. In case of written application by any employee required to serve on jury duty, the Employer shall pay such employee as though he had worked his regularly scheduled straight-time hours; provided, however, that such employee will remit to the Employer the amount of his jury pay he received for such jury duty.

## **ARTICLE XIII - DEATH IN FAMILY**

In case of death occurring in the immediate family of an employee, the employee shall return to work by the fourth (4th) consecutive calendar day after such death. If any or all of the three (3) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. If such a death occurs during a working day, remainder of the day will be paid with full salary. The next day shall be considered as the first (1st) calendar day of absence. Employees shall not receive pay under this provision for scheduled days off. "Immediate Family" is interpreted to mean only wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law.

## **ARTICLE XIV - POLITICAL ACTION, DUES & CREDIT UNION CHECK OFF**

The Employer agrees to deduct from each employee a sum equal to such employee's authorized contribution to the Engineer's Political Action Fund and to forward that amount to the Engineer's Political Action Committee at such times as are mutually agreed upon by the parties hereto, provided that such employee has first filed with the Employer an individual voluntary written authorization to make such deductions. This authorization if voluntarily made, on the specific understanding that the filing of this authorization and the making of payments to the Engineer's Political Action Committee are not conditions of membership in the Union or of employment with Employer. The Engineers Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections. Union dues and Credit Union deductions, the Employer agrees to deduct from each employee a sum equal to such employee's authorized contribution with individual voluntary written authorization to make such deductions.

## **ARTICLE XV - SAFETY SHOES, UNIFORMS & TOOLS**

1. Employees shall receive up to One Hundred and fifty (\$150.00) dollars per year, for the purchase of Safety Boots, upon submission of a receipt of payment.
2. The employer shall provide to the employee at no cost seven (7) sets of uniforms one (1) light jacket, one (1) winter parker, one (1) winter hat and a pair of winter gloves for exclusive use at work. The employer will also supply at no cost to the employee a cleaning service for the cleaning of the uniforms. The service will be on a weekly basis.
3. The employer shall also provide to the employee with all the tools required to perform the job task he has been assigned.

## **ARTICLE XVI- COMPLETE AGREEMENT**

This Agreement is in full and complete satisfaction of all matters subject to collective bargaining for the term hereof and no modification shall be effective except by mutual written consent.

## **ARTICLE XVII - DURATION OF AGREEMENT**

This Agreement made of the date hereinabove set forth shall continue in full force and effect through December 31, 2008.

## **ARTICLE XVIII - PROBATIONARY EMPLOYEES**

Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. Probationary employees shall have no seniority rights during the probationary period and the Employer may lay off such employee as it finds necessary, and said employees will have no recourse to the Grievance procedures outlined in this agreement. Upon completion of the employee's probation, seniority goes to the day of hire.

## **ARTICLE XIX - SEVERABILITY**

In the event any provision of this Agreement is adjudged in conflict with any law, ordinance or regulation of the State or Federal government or any department thereof said provision shall be null and void but all other provisions of this Agreement shall remain in full force and effect.

## ARTICLE XX - MANAGEMENT RIGHTS

Section 1. The Union agrees that the management of the Employer and the direction of the working force shall be in the discretion of the Employer, and agrees that all management rights (except as specifically limited by any of the express provisions of this Agreement) are reserved to the Employer, including the right to hire new Employees to promote, to transfer, to discipline, suspend or discharge for just cause, to assign work, to schedule employees work week and the working hours including overtime, to classify employees, to introduce new or improved methods or facilities, and to require employees to observe reasonable rules and regulations.

The Union is fully aware of the Policies and Procedures outlined in Meridian's Associate Handbook and recognizes Meridian's rights as outlined in these Policies and Procedures. The Union recognizes that employee compliance with these Policies is a condition of continued employment.

## ARTICLE XXI - JURISDICTION

A. The Company and the Union agree that the work performed by the employee shall be within the employee's job description as listed in the contract between Meridian and the Port Authority.

B. The Employer agrees to give preference to Union contractors for any new installation, or construction work performed on Building 209 premises. The company can use contractors when particular skills or specialized equipment are involved that are not available within the Company.

## ARTICLE XXII- HEIGHT PAY

THIS ARTICLE WAS DELETED AS MUTUALLY AGREED IN MARCH 2006

## ARTICLE XXIII- LICENSES

The employer agrees to pay for the renewal of all licenses that are required to operate the equipment at Building 209. The employer will reimburse the employee for the full cost of renewals with a receipt from the agency providing the license. The practice will remain in effect for the term of this agreement. All employees must be fully qualified. Experienced and appropriately licensed in the functional area for which they are hired, with the exception of the DEP Pesticide Applicator/Cooling Tower license, in which case the employee shall be granted up to 18 months to obtain the license. This section will pertain only if a license is required.

**ARTICLE XXIV- SNOW REMOVAL ASSIGNMENTS**

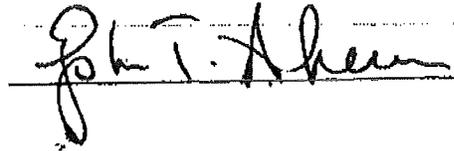
Snow removal assignments will be initially made to the cleaners in the building. If additional forces are required, other maintenance personnel may be used. Shop stewards shall be notified of all snow alerts and shall receive copies of all lists being used for alert coverage. "ON CALL STATUS" language was deleted by previous agreement.

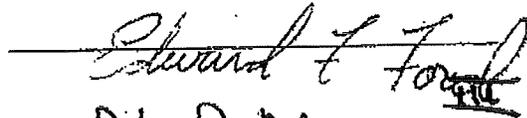
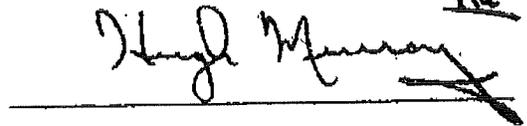
*In Witness Whereof*, the parties have hereunto set their hands and seals the day above first written.

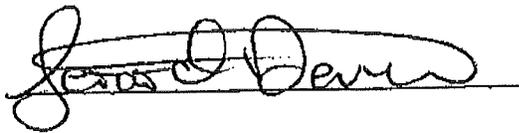
**MERIDIAN MANAGEMENT**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 30**

  
\_\_\_\_\_  
T.R. BREWNFIELD, V.P.  
OCTOBER 17, 2006

  
\_\_\_\_\_  
John T. Ahearn

  
\_\_\_\_\_  
Edward T. Ford  
  
\_\_\_\_\_  
Hugh Murray

  
\_\_\_\_\_  
James O. Davis

10-16-09A11:38 RCVD

**SCHEDULE "A"**  
**MERIDIAN MANAGEMENT CORP.**

The following pay ranges shall be paid effective to the classifications as shown below:

	Effective 1/1/06	Effective 1/1/07	Effective 1/1/08
Shift Supervisor	\$33.92 pr hr	\$34.94 pr hr	\$35.99 pr hr

## SCHEDULE "B"

### TRUST FUNDS

1. Except as indicated below under Health & Welfare, The Employer agrees to contribute to the following Trust Funds in the amounts specified below for each employee covered by this Agreement.
2. Trust Fund amounts are paid on all hours paid.

#### PENSION: "Joint Industry Engineers Union Local 30 Pension Trust Plan"

Effective Date	Contribution Rate
10/1/06	\$ 1.42 per hour paid, per employee
1/1/07	\$ 1.60 per hour paid, per employee
1/1/08	\$ 1.75 per hour paid, per employee

#### HEALTH & WELFARE:

Employees covered by this agreement will be covered by the employer's health and welfare plan in place during the times covered by this agreement.

Employees that waive Health insurance coverage will receive a monthly payment of \$320.00 at the end of each month as well as Employer contributions to the Union's Trust Funds in the amounts indicated.

Contributions to the Union Trust Funds will also be made <sup>for</sup> ~~for~~ Employees with Single Health Insurance coverage.

Contributions to the Union's Trust Funds will not be made for Employees with Employee/ Child, Employee/Spouse and Family coverage.

#### ANNUITY: "Operating Engineers Local 30 Annuity Fund"

Effective Date	Contribution Rate
10/1/06	\$ 2.00 per hour paid, per employee
1/1/07	\$ 2.05 per hour paid, per employee
1/1/08	\$ 2.12 per hour paid, per employee

#### ISF "Industry Stabilization Fund"

Effective Date	Contribution Rate
10/1/06	\$ .05 per hour paid, per employee
1/1/07	\$ .07 per hour paid, per employee
1/1/08	\$ .10 per hour paid, per employee

**APPRENTICE TRAINING "Joint Stationary Engineers Apprentice Training Fund"**

<b>Effective Date</b>	<b>Contribution Rate</b>
10/1/06	\$ .05 per hour paid, per employee
1/1/07	\$ .07 per hour paid, per employee
1/1/08	\$ .10 per hour paid, per employee

2. The Employer and the Union mutually agree that the above Funds shall be established and administered in accordance with the applicable Federal and State laws and regulations and that as signatories to this Agreement, they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds and the standard form of agreement for participation.

3. The employer will no longer make contributions on behalf of the Union members to the Employer's 401K plan.

## SCHEDULE "C"

### APPRENTICE PROGRAM AND SCHEDULE

The parties involved, Employers, the Stationary Engineers Training Committee and the Apprentice, have agreed to the following terms and conditions for apprentice employment and education.

The Committee shall impress upon the apprentice that by signing this agreement he/she is responsible to conform to the provisions contained within. The parties aforementioned will carefully observe the apprentices' actions, behavior and professionalism. The provisions are as follows:

1. Probation: Apprentices shall be subject to a probationary period of no less than six months but no more than one year. A probationary extension is granted at the discretion of the Committee and/or the Employer. At any time during the probationary period the apprentice can be disestablished from the program. Credit shall be received for all probationary time.
2. Apprentices shall faithfully and diligently perform the work of assisting a stationary engineer or maintenance mechanic. In addition to any pertinent and related duties assigned by the Employer in accordance with these standards.
3. To respect and protect equipment, machinery and property of the employer. To abide by the working rules of the Employer and the Committee including, but not limited to, Standard Operating Procedures and Health and Safety Practices.
4. To develop and maintain safe, efficient work habits. The apprentice shall conduct himself/ herself in a manner to best assure his/her own safety, as well as the safety of his/her co-workers.
5. Work Training: Employers shall see that all apprentices are under the supervision of a stationary engineer or a maintenance mechanic and shall provide each apprentice with the necessary diversified experience and training, in order to train and develop the apprentice into a skilled craftsman, insofar as the individual facility will allow.
6. Related Instruction: The apprentice is responsible to attend regularly and complete satisfactorily the required hours of Related Instruction as provided in this standard, as well as, to maintain accurate work records and training records, received on the job or in Related Instruction. The Committee and the Employer reserve the right to request this information if it is deemed necessary.
7. Related Instruction shall include three years of formal education, each year consisting of a minimum of 300 hours of formal training. The Committee reserves the right to adjust the Related Instruction schedule as it deems necessary.

8. In case of failure on the part of the apprentice to fulfill his/her obligations to the Employer or in Related Instruction, the Committee has the power to enforce discipline including but not limited to, a suspension of his/her employment for up to 30 days or for good and sufficient reasons to take steps to have him/her disestablished from the Program.

9. To work for the Employer to whom assigned to the completion of his/her Apprenticeship, unless the Committee terminates this Agreement.

10. To conduct himself/herself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time and effort is spent to afford him/her the opportunity to become a skilled craftsman.

Upon completion of the third year of the apprenticeship program, the apprentice will be removed from the title of apprentice. The Employer is under no obligation to continue the employment of the apprentice after the apprentice has completed 42 months of the apprenticeship program. If the Employer so desires, the Employer may promote the graduate apprentice to another job title within the Collective Bargaining Agreement if he/she meets the requisite qualifications.

The employer and the International Union of Operating Engineers, Local 30 agree that the hourly rate of pay for the title of apprentice shall be:

**Period of Apprenticeship      Starting Salary and Maximum  
Review Increases**

Minimum starting wage rate	\$14.00 per hour
After the first six months	+5%
After one year	+5%
After 18 months	+5%
After two years	+5%
After 30 months	+5%
After 36 months	+5%

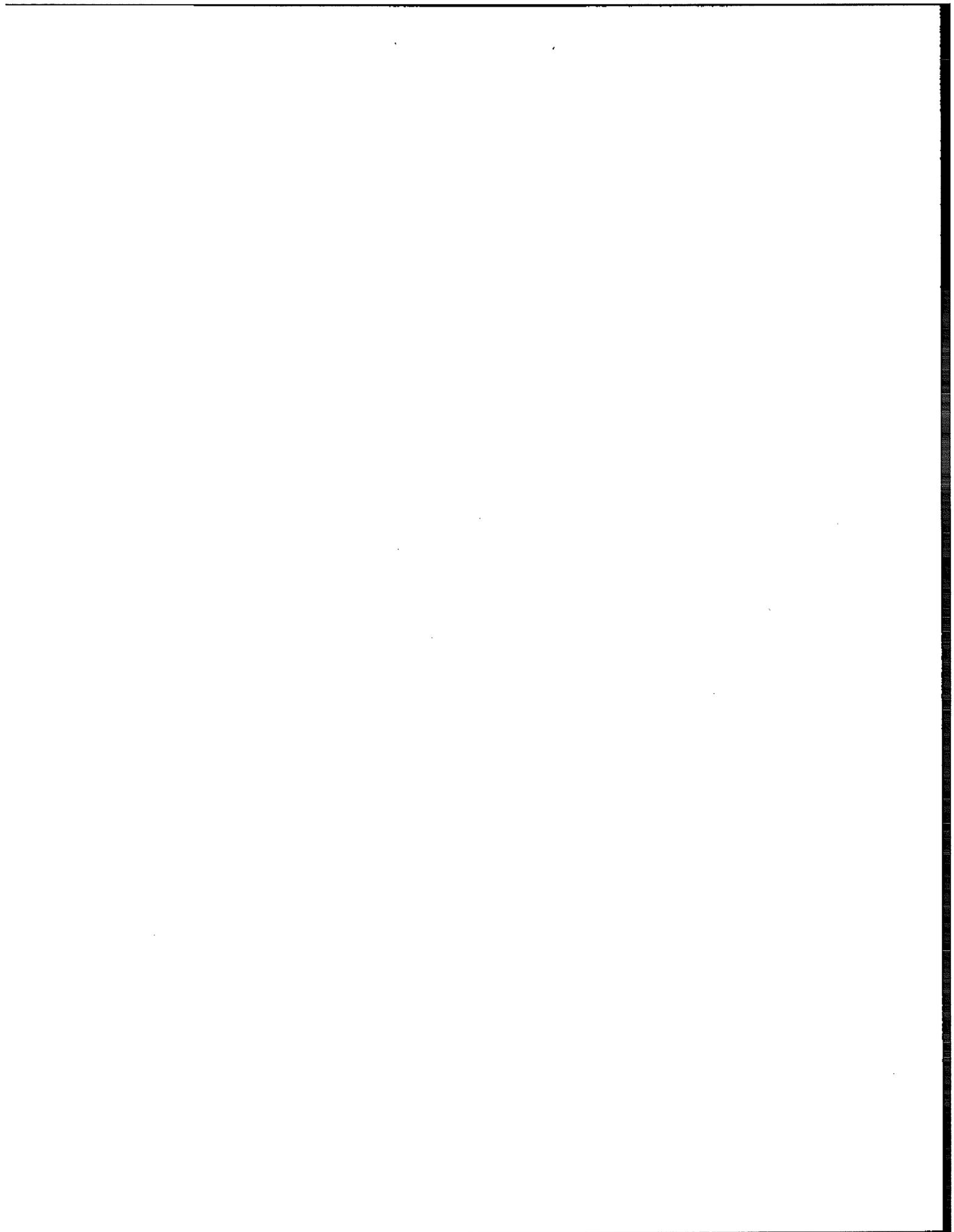
Percentage wages increases for said apprentice shall be based upon classroom participation, grades, work performance, attitude and attendance.

Upon granting said raises, the Union and the Employer shall meet to discuss the performance of the apprentice in question. If said apprentice fails to meet the desired standard, he/she may not qualify for said percentage increase.

Apprentice shall receive annual contract increase as defined in Schedule "A" of this contract

Apprentice shall also receive all benefits as per Schedule "B"

No Apprentice may remain as an Apprentice for more than 42 months. At any time, at the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new hire rate. If an Apprentice is not promoted by the 42<sup>nd</sup> month anniversary, the Apprentice shall be returned to the Union Hall. At the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new rate.





**THE PORT AUTHORITY OF NY & NJ**

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

**Date: September 29, 2009**

**ADDENDUM #2**

To prospective bidders/proposers on bid/RFP # 19225 for OPERATION AND MAINTENANCE SERVICES AT AIRLINE TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

Due back on \_\_\_\_\_, no later than 11:00AM

Originally due on 10/07/09, no later than 11:00AM

**The following changes are hereby made in the documents:**

**1. BIDDER QUESTION AND ANSWER**

The following information is made available in response to questions submitted by Bidders to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Bid, which will be construed without reference to such questions.

Q1. In the Collective Bargaining Agreement between Meridian Management Corporation and the Transport Workers Union of America at JFK, on pages 10-11 employees electing family insurance coverage are required to contribute to the plan. Is this a different approach authorized by PA in order to provide health benefits to the employees?

A1. See Part V – Specifications, pages 6-7, paragraph 3, entitled “Health Benefits for Full-Time Employees”, sub paragraph B.4, second unreferenced indented paragraph. In this case since a labor organization is there on site the Taft Hartley Act covers that requirement. In effect the "Union" agreement takes precedence and over rides the PA requirement.

PS11A11

Q2. In Part II – Contract Specific Information for Bidders, page 4, item 12 entitled “Available Documents” it mentions Contract No. 4600005500 entitled “AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES OF AIRLINES TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT” will be made available for reference and examination. Please identify that location.

A2. Bidders will be able to view the document in the office of Mr. Dennis McCormick, located at JFK, Building 14. Bidders MUST schedule an appointment with Mr. McCormick who can be reached at 718-244-3551. The document will be made available Monday thru Friday from 0900 until 1130 hours and from 1400 hours until 1700 hours with no exceptions.

Q3. Is there a site plan of all buildings involved in Contract No. 4600005500 “AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES OF AIRLINES TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT” available for reference?

A3. NO.

Q4. What is the current staffing of Buildings in Contract No. 4600005500 “AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES OF AIRLINES TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT”?

A4. Refer to the bid book’s Pricing Sheets for estimated quantities and hours.

Q5. Is the snow removal equipment supplied by PANYNJ?

A5. The cleaner is required to clear snow from sidewalks and entrances to buildings being maintained by the contractor for access by maintenance staff. The Port Authority will provide a snow blower.

Q6. What buildings will be removed or added in the next 3 years?

A6. Not known at this time.

Q7. What current health plan is the on-site staff enrolled?

A7. Blue Cross Blue Shield.

Q8. Part II.13 (page II-4)-It is stated "Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce". If the Bidder determines that the scope of work can be performed with less management than is listed on the employee roster provided on page Part II-5, will the Bidder be penalized?

A8. The Port Authority will determine staffing levels.

Q9. Part II.13 (page II-4) - It is stated that in preparing the "Calculation of Hourly rate form"-and that all calculations should be based on 2080 hours, where Pricing Sheets in Part IV Exhibit A appear to use 1992 yearly hours (88 hours less or 11 days). Can it be assumed that these (11) days are paid Holidays? But per the instructions on the Calculation Of Hourly Rate sheets, a Holiday allowance is included. Please explain?

A9. Costs (wages and benefits) will be divided by 2080. Bidders must assume productive hours for billables.

Q10. Part II-5, 6 "Meridian staffing" Indicates what appears to be (11) Managerial Staff and (33) Engineering, Electrician, Cleaner, etc. for a total of (44), where in Part V.15 (page 16) "Staffing Levels", based on the Squad staffing, it appears a count of (42) is obtained. Should the quantity listed in Part II govern? Is it safe to assume that the Pricing Sheet account's for the correct amount of hours as well as staffing, as represented in the staffing matrix? The concern is obviously not accounting for a necessary existing employee and having to absorb this additional cost. For example, 1992 and 5976 hours are represented on the pricing sheet for the Watch Engineer, which translates to (4) bodies, where only (2) Watch Engineers are shown on the list on page Part II-6, where in Part V Staffing Levels page 17, it shows (4) Watch Engineers ("B" Shift and Squad 6 total). It appears the list in Part II contains errors.

A10. These are minimum staffing levels that can be changed at any time at the manager's discretion. Actual staffing levels vary according to the facilities' needs. Estimated hours are indicated in the Pricing Sheets.

Q11. In the Collective Bargaining Agreement between IUOE Local 30 and Meridian Management Corp, Schedule A lists a Shift Supervisor as the only Local 30 Employee. Who is this employee? It appears this is the Information Technology Maintenance Scheduling Supervisor listed in Part V page 9 of the specifications and whom an hourly rate was provided, based on last contracted hourly rate of \$35.99 as of 1/1/08 and with (2) consecutive 3% increases would bring the hourly rate to the specified \$38.19/hr for 2010. Please confirm.

A11. This is a Supervisor covered by Local 30's CBA not the Information Technology Supervisor.

Q12. Part IV Exhibit B Estimated Net Material Cost of \$1,350,000 for Years 1-3 and \$450,000 for following (2) option years are provided in the Pricing Sheet. If it is determined that more material is needed over these years, will Contractor be reimbursed? Are these estimates?

A12. Yes, the Contractor will be reimbursed if more material is needed. Yes, these are estimates.

Q13. Part II-5, Meridian Staffing lists (1) Project Manager, but no such title exists on the Pricing Sheets or in Exhibit I Hourly Rate Calculation.

A13. The Project Manager is the Superintendent.

Q14. Part II-5, Part IV Exhibit A Pricing Sheet and Part V Exhibit I "Hourly Rate Calculations" provides for (1) Superintendent and (1) Assistant Superintendent. Are these the Project Manager and Assistant Manager listed by Meridian on Part II-5?

A14. Yes.

Q15. Part V – Specifications, paragraph 2, "Work Required by the Specifications", "Work" is defined as "all structures, equipment, plant labor including materials and equipment if any furnished by the Port Authority) and other facilities and all other things necessary or proper and incidental to the operation and maintenance of the mechanical systems located in, but not limited to Building numbers 60, 67, 78, 111, 206, 208, 209, 214, 216, 260, Hangar numbers 3, 4, 5, 15, 16, 17 and 19 and Terminal 6 and associated structures located at JFK Airport. The Port Authority has the unilateral right to add or remove Buildings or Hangars as needed." Can a site plan or an approximate square footage of each be provided?

A15. No. The contractor will be reimbursed for all hours worked by the required staffing as determined by the Port Authority.

Q16. Part V, paragraph 4, "Wages And Supplemental Benefits", item C, hourly rates are given for the next (5) years for the Superintendent, Assistant Superintendent, Supervisor, Information Technology Maintenance Scheduling Supervisor and the Clerks. These titles are not listed in the Local 504 TWU or the Local 30 Agreement. Confirm these are NOT union members. It appears the IT Maintenance Scheduling Supervisor is Local 30.

A16. The IT Maintenance Scheduling Supervisor is not a union position. The Supervisors are covered by Local 30's CBA.

Q17. Part V, paragraph 6, "Performance Procedures" (page 12). It is stated that "The Manager shall have the right to determine the total number of staff....At any point in time during the period this Agreement is in effect, the Port Authority may revise the number and/or type of staff so assigned." Such that the staff cost is borne by Contractor, will PA reimburse Contractor if additional staff is added during the term?

A17. Yes, if PA requires and or approves.

Q18. Part V, paragraph 30, "Work Order System And Controls", (Page 32), confirm that PA shall provide and cost is not to be borne by Contractor.

A18. PA will provide.

Q19. Can the attendance sheet for the facility inspection be made available?

A19. Please see attachment at the end of this Addendum.

All other terms and conditions remain unchanged.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER  
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Meridian Management Corporation

INITIALED: \_\_\_\_\_

T.R. Brownfield, V.P. for Admin

DATE: \_\_\_\_\_

10-13-09

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO RICHARD GREHL, WHO CAN BE REACHED AT (212) 435-3941.

10-16-09A11:38 RCVD

PS11A11

08

# JFK O&M Contract Walk Through

Bid # 19225  
9/24/09 10:00 AM  
JFK-Bldg. 14

## Sign In Sheet

Company Name	Representative	Phone Number
Charles Cregan	Murchison Management Corp	718 244-3988
<del>JBT Corp</del>	Kirk Smith	800-629-3150
OPS BUILDING SVC	JOHN OULIKIN	516 852 0206
JBT AEROTECH	RICK FOSTER	412-977-0972
GSH GROUP	JOE MURTHA	973-309-2047
GUARDIAN	CHRIS Di Leone	646-442-8970
HARVARD	GATHY Coleman	917-939 4029
HARVARD	VINNY SANTIAGO	917 577 2636
TUGS	DAVID COLLIN	201-775-8450
ADM	MICHAEL COPPERMAN	516 937 5340
ADM	PAUL MAGDA	212 277 0200
Cright Cleaning Svc	Alex WRESTO	201-883-1717
JOHN MANGANO	TRIANGLE	516 561 1700 EXT 209
Anna Maria Rossi	A+A Maintenance	914 969 0009
JOHN W. KENNEDY	AXIMA SERVICES	201-506-0612
OXFORD ATS	Gregory HIGGINS	516-326-6262
Triangle Services	Philip Warner	212.557.2001
Mayco	Louis VACCA JR.	631 587-2485
Oxford ATS	Christos Vachnitsos	(516)326-6262
OXFORD ATS	JOSEPH FORKAKO	516 326-6262
Colonist Facility Services	THOMAS SLACKWELL	516 672 3670
DIGMA TSP	Tamara KRENTZMAN	347 761-8009
Signage	Stefan Kalitukian	718-995-4950
Tom HANSON	LINC FAC. SVS	203-421-1986
Cesar Torres	LINC FAC. SVS	718-251-3940
Thomas O'Keefe	LINC FAC. SVS	718-251-3940
<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
ISS FACILITY SVCS	MARK PREJOSI	516-660-6843
PRECISION MAINTENANCE	JOHN DENNARDIA	978 530 7652
One Source Maintenance	Gloria Rodriguez	914-524-1733
Modern Facilities	George Rodriguez	973-599-9392
PA-PRUCRE	Richard Frehl	212-435-3941
Dennis Mc Cormack	PA-JFK Maintenance	718-244-3551
Atanasia Adam	Arena Cleaning Group	917 640 181
Robert Yturza	PA-JFK	718-244-4556

10-16-09 AT 11:38 RCVD



**THE PORT AUTHORITY OF NY & NJ**

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

**Date October 5, 2009**

**ADDENDUM #3**

To prospective bidders/proposers on bid/RFP # 19225 for OPERATION AND MAINTENANCE SERVICES AT AIRLINE TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

Due back on 10/16/09, no later than 11:00AM

Originally due on 10/07/09, no later than 11:00AM

**The following changes are hereby made in the documents:**

**Note new Due Date above.**

All other terms and conditions remain unchanged.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER  
PURCHASING SERVICES DIVISION

10-16-09A11:38 RCVD

BIDDER'S/PROPOSER'S FIRM NAME: Meridian Management Corporation

INITIALED: J T.R. Brownfield, V.P. for Administration

DATE: 10-13-09

PS11A11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO  
RICHARD GREHL, WHO CAN BE REACHED AT (212) 435-3941.



**THE PORT AUTHORITY OF NY & NJ**

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

**Date October 6, 2009**

**ADDENDUM #4**

To prospective bidders/proposers on bid/RFP # 19225 for OPERATION AND MAINTENANCE SERVICES AT AIRLINE TERMINAL HANGARS AND OTHER BUILDINGS AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

Due back on 10/16/09, no later than 11:00AM

Originally due on 10/07/09, no later than 11:00AM

**The following changes are hereby made in the documents:**

**i. BIDDER QUESTION AND ANSWER**

The following information is made available in response to questions submitted by Bidders to the Port Authority of New York and New Jersey (Port Authority). It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Bid, which will be construed without reference to such questions.

Q1. Part V, page 17, paragraph 15. Staffing Levels. Please clarify if the personnel on each squad must be backfilled during scheduled vacation time and when out sick. Additionally, are the staffing requirements for Squads 1 thru 6 the same on designated holidays?

A1. Staff working on A, B and C shifts must be backfilled. The staffing requirements for Squads 1 thru 6 are not the same on designated holidays. Only the staff working on the A, B and C shift are required to work on designated holidays.

Q2. Part V, page 29, paragraph 22. Maintenance Vehicles Furnished By The Contractor And Parking For Contractor's Personnel. The vehicles listed in Pricing

PS11A11

Sheets, Exhibit A do not match those listed on page 29: Pricing Sheets show (1) Crew Cab pickup truck; page 29 shows two (2); Pricing Sheets show one (1) full-size pickup truck with power lift gate; page 29 shows two (2); Pricing Sheets do not include the one (1) hybrid SUV as noted on page 29. Please clarify.

A2. See attached revised Pricing Sheets for Exhibits A, B & C.

Q3. Standard Contract Terms and Conditions, page 21 of 26, paragraph 46. Price Preference. Do SBE and M/WBE firms receive a price preference for this Bid?

A3. Price preference is not applicable for this Bid.

Q4. Pricing Sheets, Exhibit B. Some work will require the use of subcontractors to provide regularly scheduled services such as water treatment, boiler and UPV certification, fire alarm test, etc.; however, the Pricing Sheets do not provide a line item for these costs. How are these services to be compensated?

A4. Regularly scheduled subcontractor services shall be compensated under Part III, page 8, paragraph 8. Extra Work.

Q5. Please confirm that invoicing and payment terms for this Contract are such that the Contractor will invoice the Port Authority for the actual hours employees are on site, therefore, the hourly rates must be adjusted to include vacation, holiday and sick time days/hours.

A5. Correct. There is no separate billing for vacation, holiday or sick.

Q6. Attached is the latest Collective Bargaining Agreement between Local 30 IUOE and Meridian Management Corporation, effective January 1, 2009 through December 31, 2011.

Q7. Will all employees be required to obtain a Port Authority ID for this Contract?

A7. Yes.

Q8. Will the equipment required for this Contract need to be Port of New York Authority (PONYA) plated?

A8. Yes.

Q9. Part V – SPECIFICATIONS, paragraph 4. “Wages & Supplemental Benefits”, subparagraph C .....lists positions and years 1 through 5 with dollar amounts for each category (Superintendent, Asst Superintendent, etc).....are the dollar values shown (i.e. Superintendent – Year 1, \$45.34) a combination of Minimum Hourly Wage and fair and reasonable Supplemental Benefits?

A9. No. The wages noted are only the Minimum Hourly Wage and do not include fair and reasonable Supplemental Benefits.

PS11AII

All other terms and conditions remain unchanged.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER  
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Mendian Management Corporation

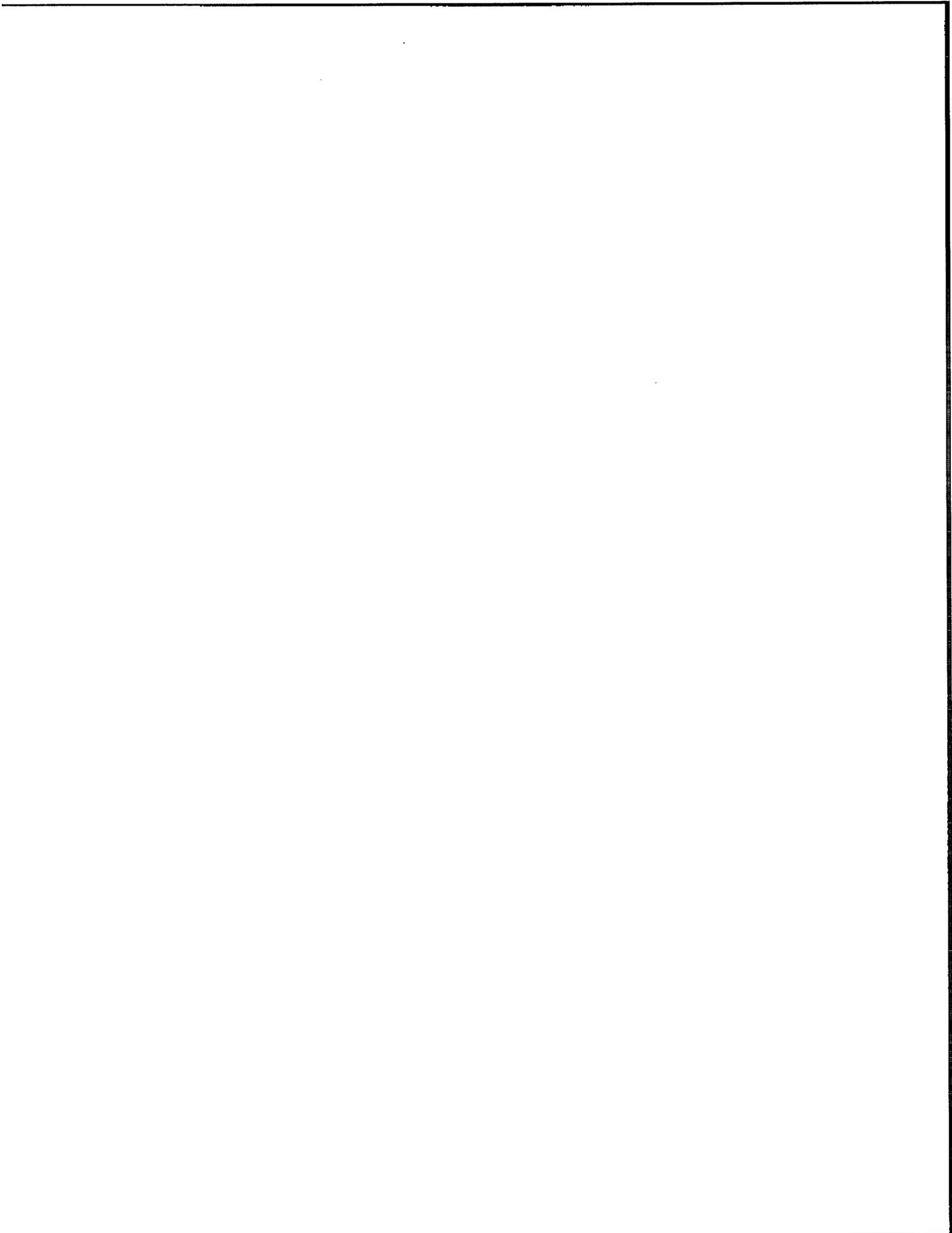
INITIALED: \_\_\_\_\_

DATE: 9 October 2009

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO RICHARD GREHL, WHO CAN BE REACHED AT (212) 435-3941.

10-16-09A11:39 RCVD

PS11AII



**PRICING SHEETS - ADDENDUM 4  
EXHIBIT A (YEAR 1)  
LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Assistant Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Assistant Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 1)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>	<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50 X	_____ = \$	_____
Supervisor Holiday Hours	264 X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	1,992 X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	5,648 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	5,648 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	5,648 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904 X	_____ = \$	_____
Maintenance Mechanic Overtime Hours	500 X	_____ = \$	_____
Maintenance Mechanic Holiday Hours	528 X	_____ = \$	_____
Electrician Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Electrician Non-Normal Hours	50 X	_____ = \$	_____

2817

**PRICING SHEETS - ADDENDUM 4**

**EXHIBIT A (YEAR 1)**

**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m. - 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X	_____ = \$	_____
Fire System Technician Non-Normal Hours	50	X	_____ = \$	_____
Clerk Normal Hours (8:00 a.m. - 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Clerk Non-Normal Hours	25	X	_____ = \$	_____
Cleaner Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Cleaner Non-Normal Hours	25	X	_____ = \$	_____
Cleaner Monday - Friday (7:30 am - 3:00 pm)	1000	X	_____ = \$	_____
Hybrid SUV (Ford Escape or Equal)	1	X	_____ = \$ (annual rate per vehicle)	_____
Crew Cab Pick-Up Truck	2	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Passenger Van	3	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Pick-Up Truck with Power Lift Gate	2	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Cargo Van	3	X	_____ = \$ (annual rate per vehicle)	_____
<b>TOTAL ESTIMATED CONTRACT PRICE FOR YEAR ONE</b>				<b>_____ = \$</b>

(Sum of items above) = A1

**NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.**

30217

**PRICING SHEETS - ADDENDUM 4  
EXHIBIT A (YEAR 2)  
LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Assistant Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Assistant Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____

4817

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 2)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>	<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50 X	_____ = \$	_____
Supervisor Holiday Hours	264 X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	1,992 X	_____ = \$	_____
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Maintenance Mechanic Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	5,648 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	5,648 X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904 X	_____ = \$	_____
Maintenance Mechanic Overtime Hours	500 X	_____ = \$	_____
Maintenance Mechanic Holiday Hours	528 X	_____ = \$	_____
Electrician Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Electrician Non-Normal Hours	50 X	_____ = \$	_____

5017

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 2)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m. - 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968 X	_____ = \$	_____
Fire System Technician Non-Normal Hours	50 X	_____ = \$	_____
Clerk Normal Hours (8:00 a.m. - 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Clerk Non-Normal Hours	25 X	_____ = \$	_____
Cleaner Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Cleaner Non-Normal Hours	25 X	_____ = \$	_____
Cleaner Monday - Friday (7:30 am - 3:00 pm)	1000 X	_____ = \$	_____
Hybrid SUV (Ford Escape or Equal)	1 X	_____ = \$ (annual rate per vehicle)	_____
Crew Cab Pick-Up Truck	2 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Passenger Van	3 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Pick-Up Truck with Power Lift Gate	2 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Cargo Van	3 X	_____ = \$ (annual rate per vehicle)	_____
<b>TOTAL ESTIMATED CONTRACT PRICE FOR YEAR TWO</b>			= \$ _____
(Sum of items above) = A2			

NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.

68217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Superintendent Overtime (Other than Normal Hours)	100	X	_____ = \$	_____
Assistant Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Assistant Superintendent Overtime (Other than Normal Hours)	100	X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____

78717

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X	_____ = \$ _____	
Supervisor Holiday Hours	264	X	_____ = \$ _____	
Watch Engineer Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	1,992	X	_____ = \$ _____	
Watch Engineer Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X	_____ = \$ _____	
Maintenance Mechanic Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$ _____	
Maintenance Mechanic Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$ _____	
Maintenance Mechanic Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$ _____	
Maintenance Mechanic Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X	_____ = \$ _____	
Maintenance Mechanic Overtime Hours	500	X	_____ = \$ _____	
Maintenance Mechanic Holiday Hours	528	X	_____ = \$ _____	
Electrician Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$ _____	
Electrician Non-Normal Hours	50	X	_____ = \$ _____	

80217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (YEAR 3)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m. - 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X	_____ = \$ _____	
Fire System Technician Non-Normal Hours	50	X	_____ = \$ _____	
Clerk Normal Hours (8:00 a.m. - 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$ _____	
Clerk Non-Normal Hours	25	X	_____ = \$ _____	
Cleaner Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$ _____	
Cleaner Non-Normal Hours	25	X	_____ = \$ _____	
Cleaner Monday - Friday 7:30 am - 3:00 pm	1000	X	_____ = \$ _____	
Hybrid SUV (Ford Escape or Equal)	1	X	_____ = \$ _____ (annual rate per vehicle)	
Crew Cab Pick-Up Truck	2	X	_____ = \$ _____ (annual rate per vehicle)	
Full Size Passenger Van	3	X	_____ = \$ _____ (annual rate per vehicle)	
Full Size Pick-Up Truck with Power Lift Gate	2	X	_____ = \$ _____ (annual rate per vehicle)	
Full Size Cargo Van	3	X	_____ = \$ _____ (annual rate per vehicle)	
<b>TOTAL ESTIMATED CONTRACT PRICE FOR YEAR THREE</b>				= \$ _____
<b>(Sum of items above) = A3</b>				

**NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.**

9217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Assistant Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Assistant Superintendent Overtime (Other than Normal Hours)	100 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992 X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	2,824 X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____

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**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X	_____ = \$	_____
Supervisor Holiday Hours	264	X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	1,992	X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X	_____ = \$	_____
Maintenance Mechanic Overtime Hours	500	X	_____ = \$	_____
Maintenance Mechanic Holiday Hours	528	X	_____ = \$	_____
Electrician Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Electrician Non-Normal Hours	50	X	_____ = \$	_____

118,217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (1st Option Period, YEAR 4)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>	<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m. - 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968 X	_____ = \$	_____
Fire System Technician Non-Normal Hours	50 X	_____ = \$	_____
Clerk Normal Hours (8:00 a.m. - 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Clerk Non-Normal Hours	25 X	_____ = \$	_____
Cleaner Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984 X	_____ = \$	_____
Cleaner Non-Normal Hours	25 X	_____ = \$	_____
Cleaner Monday - Friday 7:30 am - 3:00 pm	1000 X	_____ = \$	_____
Hybrid SUV (Ford Escape or Equal)	1 X	_____ = \$ (annual rate per vehicle)	_____
Crew Cab Pick-Up Truck	2 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Passenger Van	3 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Pick-Up Truck with Power Lift Gate	2 X	_____ = \$ (annual rate per vehicle)	_____
Full Size Cargo Van	3 X	_____ = \$ (annual rate per vehicle)	_____
<b>TOTAL ESTIMATED CONTRACT PRICE FOR 1st OPTION PERIOD, YEAR FOUR</b>			= \$ _____
(Sum of items above) = A4			

**NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.**

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**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>		<u>Unit Price/Hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Superintendent Overtime (Other than Normal Hours)	100	X	_____ = \$	_____
Assistant Superintendent Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Assistant Superintendent Overtime (Other than Normal Hours)	100	X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	1,992	X	_____ = \$	_____
Information Technology/ Maintenance Scheduling Supervisor Overtime (Other than Normal Hours)	50	X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	2,824	X	_____ = \$	_____
Supervisor Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____

13,217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh.Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Supervisor Overtime Hours	50	X	_____ = \$	_____
Supervisor Holiday Hours	264	X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	1,992	X	_____ = \$	_____
Watch Engineer Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	5,976	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 2:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (2:30 p.m. - 10:30 p.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (10:30 p.m. - 6:30 a.m. with 1/2 hr. paid lunch)	5,648	X	_____ = \$	_____
Maintenance Mechanic Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	23,904	X	_____ = \$	_____
Maintenance Mechanic Overtime Hours	500	X	_____ = \$	_____
Maintenance Mechanic Holiday Hours	528	X	_____ = \$	_____
Electrician Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Electrician Non-Normal Hours	50	X	_____ = \$	_____

148217

**PRICING SHEETS - ADDENDUM 4**  
**EXHIBIT A (2nd Option Period, YEAR 5)**  
**LABOR & VEHICLE RATES**

<u>Description</u>	<u>Estimated Annual Labor Hours/Veh. Qty.</u>		<u>Unit Price/hr or Veh. Annual Rate</u>	<u>Total Estimated Annual Price</u>
Fire System Technician Normal Hours (7:00 a.m. - 3:30 p.m. with 1/2 hr. unpaid lunch)	7,968	X	_____ = \$	_____
Fire System Technician Non-Normal Hours	50	X	_____ = \$	_____
Clerk Normal Hours (8:00 a.m. - 4:30 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Clerk Non-Normal Hours	25	X	_____ = \$	_____
Cleaner Normal Hours (6:30 a.m. - 3:00 p.m. with 1/2 hr. unpaid lunch)	3,984	X	_____ = \$	_____
Cleaner Non-Normal Hours	25	X	_____ = \$	_____
Cleaner Monday - Friday 7:30 am - 3:00 pm	1000	X	_____ = \$	_____
Hybrid SUV (Ford Escape or Equal)	1	X	_____ = \$ (annual rate per vehicle)	_____
Crew Cab Pick-Up Truck	2	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Passenger Van	3	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Pick-Up Truck with Power Lift Gate	2	X	_____ = \$ (annual rate per vehicle)	_____
Full Size Cargo Van	3	X	_____ = \$ (annual rate per vehicle)	_____
<b>TOTAL ESTIMATED CONTRACT PRICE FOR 2nd OPTION PERIOD, YEAR FIVE</b>			= \$	_____
<b>(Sum of items above) = A5</b>				

**NOTE: Pricing per labor hour above are all inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and profit.**

15817

**PRICING SHEETS - ADDENDUM 4**

**EXHIBIT B**

**MATERIALS, PARTS AND COMPONENTS**

<u>ESTIMATED THREE (3) YEAR NET MATERIAL COST</u>	<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>	<u>CONTRACTOR'S FEE</u>	<u>TOTAL ESTIMATED THREE (3) YEAR NET COST OF MATERIAL</u>
\$1,350,000.00	X +/- _____ %	= \$ _____ +	\$1,350,000.00 = \$ _____ (B1)
<u>ESTIMATED 1ST, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>	<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>	<u>CONTRACTOR'S FEE</u>	<u>TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>
\$450,000.00	X +/- _____ %	= \$ _____ +	\$450,000.00 = \$ _____ (B2)
<u>ESTIMATED 2ND, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>	<u>CONTRACTOR'S PERCENTAGE MARK-UP/DOWN</u>	<u>CONTRACTOR'S FEE</u>	<u>TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD NET MATERIAL COST</u>
\$450,000.00	X +/- _____ %	= \$ _____ +	\$450,000.00 = \$ _____ (B3)

Bidder shall insert a percentage to be added/subtracted (Bidder shall circle the "+" or "-" to the Net Cost of materials, parts or components (add parenthesis if a subtraction).

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**PRICING SHEETS - ADDENDUM 4**

**EXHIBIT C**

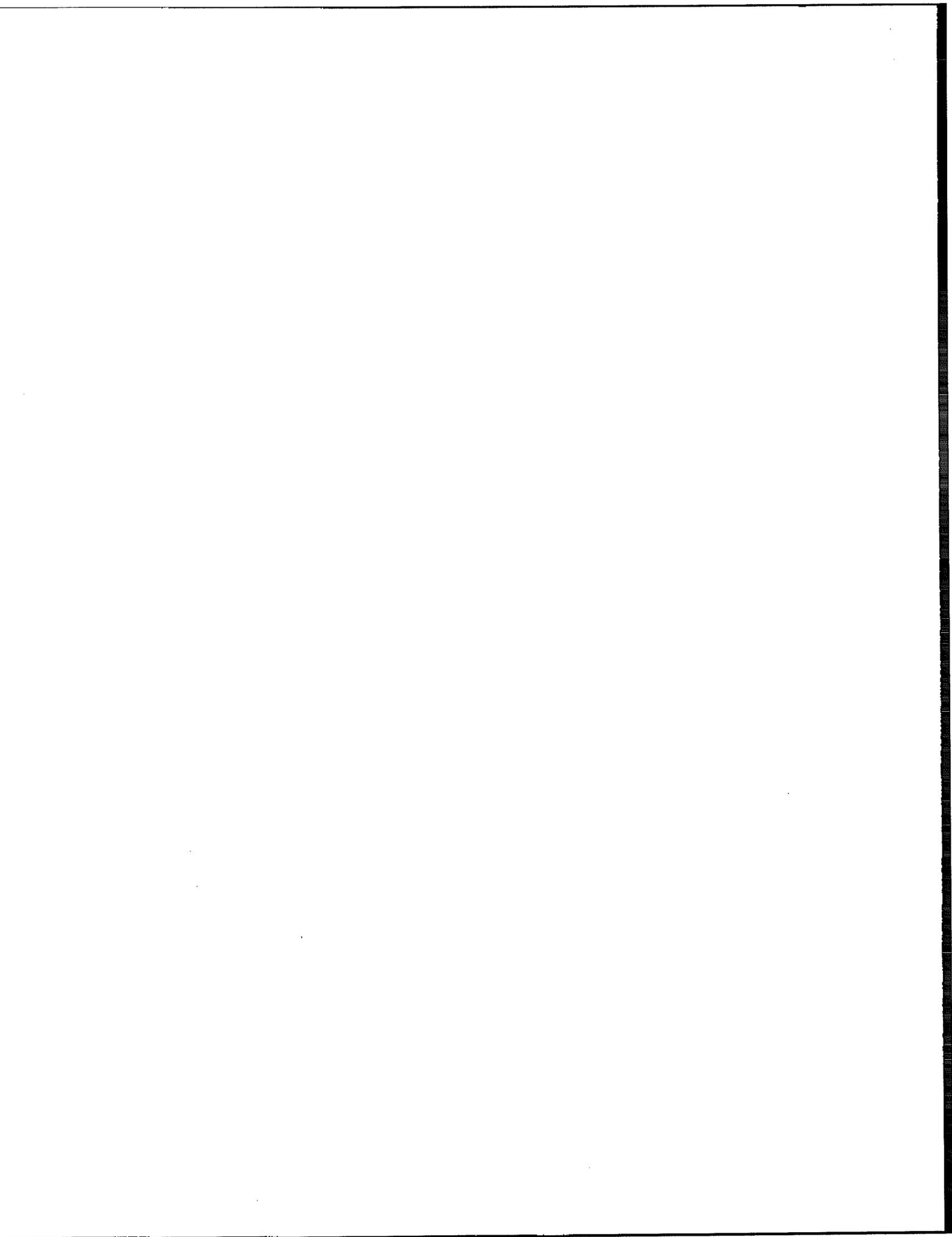
**PRICING SUMMARY**

<u>FROM EXHIBIT</u>	<u>DESCRIPTION</u>	<u>TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE</u>
A	Labor & Vehicles (A1+A2+A3)	\$ _____ (C1)
B	Materials, Parts and Components (B1)	\$ _____ (C2)
<b>TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE (Sum C1+C2)</b>		\$ _____ (C3)
<hr/>		
		<u>TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD PRICE</u>
A	Labor & Vehicles (A4)	\$ _____ (C4)
B	Materials, Parts and Components (B2)	\$ _____ (C5)
<b>TOTAL ESTIMATED 1ST, ONE YEAR OPTION PERIOD (Sum C4 + C5)</b>		\$ _____ (C6)
<hr/>		
		<u>TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD PRICE</u>
A	Labor & Vehicles (A5)	\$ _____ (C7)
B	Materials, Parts and Components (B3)	\$ _____ (C8)
<b>TOTAL ESTIMATED 2ND, ONE YEAR OPTION PERIOD (Sum C7 + C8)</b>		\$ _____ (C9)

**TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE PLUS 1ST & 2ND OPTION PERIODS  
(SUM C3 + C6 + C9) = \$ \_\_\_\_\_**

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 30  
AND  
MERIDIAN MANAGEMENT CORP.  
RE: JFK AIRPORT BUILDING 209

TERM OF AGREEMENT  
JANUARY 1, 2009–DECEMBER 31, 2011

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## **AGREEMENT**

AGREEMENT made this 24 day of September, 2009 between Meridian Management Corp., at the JFK Airport Building 209 located in Jamaica Queens, New York (hereinafter referred to as the 'Employer') and International Union of Operating Engineers, Local Unions 30, 30A, 30B AFL-CIO) (hereinafter referred to as the Union) located at 115-06 Myrtle Avenue, Richmond Hill, N.Y. 11418.

## **PREAMBLE**

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievance's and unnecessary and avoidable delays and expense so far as possible, such employment is to be in accordance with the conditions set forth and at the wages agreed upon, that stable conditions may prevail, that costs may be as low as possible consistent with fair wages and conditions and to further establish the necessary procedure by which these conditions may be accomplished.

## **ARTICLE I - DECLARATION OF PRINCIPLES**

- A. That there shall be no limitations as to the amount and kind of work a man shall perform as long as the work is within his/hers job description. Descriptions are listed within the Port Of Authority's contract with Meridian, it being understood that the workman shall perform a fair and honest days work.
- B. That there shall be no restriction of the use of machinery, tools or appliances.
- C. That there shall be no restriction of the use of any raw or manufactured material -
- D. No person representing the Union, except its business representative or shop steward shall have the right to interview the workmen during business hours. The business representative shall comply with all general conditions of the Employer regarding passes, entrance to be used, etc.
- E. The Employer agrees that he/she will not discriminate against an employee because of his/her activity as a member of the Union. No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

## **ARTICLE II - UNION RECOGNITION - COVERAGE**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all of the Shift Supervisors within the territorial jurisdiction of the International Union of Operating Engineers, 1125 Seventeenth Street, N.W. Washington, D.C. 20036.

This Agreement shall cover all such employees, employed at the JFK Airport Building 209 located in Jamaica Queens, New York

The term 'employees' as used herein, unless the context otherwise indicates, means the employees covered by this Agreement. Employees who have been employed by the Employer for a period of at least thirty (30) days shall be required to become members of the Union as a condition of continued employment.

For the purpose of this Agreement, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee assessments uniformly required as a condition of Union membership.

Upon receipt of written authorization from an employee, the Employer will deduct from the wages of each employee who is a member of the Union a sum equal to such employee's monthly membership dues to the Union and remit same to the Union at such times as are mutually agreed upon by the parties hereto, provided written authority from each such employee is received by the Employer, it being understood that this provision is subject to the applicable section of the Labor Management Relations Act of 1947.

**Voluntary Political Action Fund Deduction:** During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by a check payable to "L.U.O.E. Local 30 P.A.C Fund."

### **ARTICLE III - WAGES - SEE SCHEDULE "A"**

A. All employees will be paid every two weeks (Friday) at the end of the shift.

B. The employer shall provide the option of direct deposit to the employee for the term of this agreement.

### **ARTICLE IV - HOURS**

A. The Employer shall be free to fix the hours of employment, provided that a normal work week for such employee shall consist of forty (40) hours, divided into five (5) consecutive days of eight (8) hours each.

B. Management shall give two (2) weeks notice prior to changing work schedule. This does not pertain to emergencies.

C. Overtime at the rate of time and one-half will be paid to employees who render services in excess of eight (8) working hours per day, or in excess of forty (40) working hours per week, except as provided in Paragraph 'F' hereof.

D. Employees who are called in and are required by the Employer to perform overtime work shall receive for the work so performed the overtime compensation provided herein, but in no

case less than the applicable overtime rate for four (4) hours of work, plus two (2) hours at the regular hourly rate for travel time. The provisions hereof shall in no event apply to planned overtime work.

E. 'Portal To Portal Insurance' If an employee is directed by his supervisor to report outside of his normally scheduled tour and if public transportation is not available or would cause further time delay and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for use of his personal vehicle, and the employee shall be compensated at the Federal Government rate for personal vehicle usage.

F. In the case of an employee whose regular schedule calls for the performance of work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, such employee will receive time and one-half for the work performed by the employee on the sixth (6<sup>th</sup>) day and double time for work performed on the seventh (7<sup>th</sup>) consecutive day of work.

Example: If an employee normally scheduled to work from Monday through Friday, inclusive, is required to work on Saturday and on Sunday, he will receive time and one-half for the work performed on Saturday and double time for the work performed on Sunday.

G. Employees called upon to work in excess of sixteen (16) hours in any one twenty four (24) hour period shall be paid at double time rate for all hours worked after sixteen (16) consecutive hours.

H. Any employee who has worked eight (8) hours and is required to work at least four (4) hours of consecutive overtime shall be paid a fifteen (\$15.00) dollar meal allowance.

I. 'Mutual Swaps' Personnel within the same title shall have the option to SWAP shift schedules or part of a shift schedule as long as the swap does not cause overtime. Once mutual swaps are approved by management, the swap becomes part of the employee's schedule and he/she is responsible for completing the agreed-to swap.

J. Effective upon execution of this agreement all Employees A, B, and C shifts will receive one paid 30-minute lunch break. Individuals on M shift will receive pay for the hours worked and will receive a thirty minute unpaid lunch break. The employees on A, B, C and M shifts shall remain on site for the 30-minute lunch break.

## **HOLIDAYS**

All permanent probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

An employee required to work on a holiday shall receive one and one-half times the regular hourly rate of pay for all hours worked, and in addition shall have the option of electing to take (8) hours of Holiday pay or a future floating holiday to be scheduled with management's approval during the following twelve (12) months period.

K. The following days shall be considered holidays:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Columbus Day
President's Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving's day
Christmas Day	One Floating Day

#### ARTICLE V - HIRING, SENIORITY

(1) The Union has established an Employment Procedure to be administered and financed by the Union.

(2) Neither the Union in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union.

(3) (i) The Employer shall notify the Union by fax of all bargaining unit job and training position vacancies, including temporary and part-time recall, and shall afford the Union ninety- six (96) hours from the time of notification (exclusive of Saturdays and Sundays) to refer applicants for the vacancy before the Employer hires from any other sources. In referring applicants, after persons on layoff from the Employer have been recalled, the Union shall give preference to persons with prior experience in the industry, and persons living in the community the Employer serves, and must meet the qualifications required by the Employer for a particular job vacancy.

(ii) . Notwithstanding the foregoing, the Employer, after giving notice to the Union, may fill vacancies if it must fill the position without delay to meet an emergency, provided that such vacancy may not be filled on a permanent basis, until the interview process has been completed.

(4) Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Union as it deems qualified, in its sole discretion, and the right to hire applicants from other sources in the event the Union does not refer qualified applicants within ninety-six (96) hours, except that the Employer shall not, without giving a reason, reject an applicant (other than an employee on layoff from the Employer) sent by the Union where the Union sends a minimum of three (3) applicants who have the minimum qualifications for the job and have at least five (5) years recent experience in the same or similar job an institution located in New York.

(5) Any applicant hired into a permanent job shall have a Certificate issued by the Union, and be subject to Port Authority approval. All applicants referred to the Union by the Employer shall be issued a certificate.

#### ARTICLE VI - SHOP STEWARD

There shall be a shop steward at each job site, who will be appointed by the Union to attend to the interest of the Union and the Employer shall allow reasonable time for the performance of such duty. The shop steward shall be paid for the day when attending grievance meetings, contract negotiations or working on any site-specific contract related work.

During the term of this agreement the shop steward will have super seniority as to layoffs. Each Shop Steward shall be granted one (1) additional day off with pay per year for the purposes of attending specialized Shop Steward Training classes offered by the Local Union.

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute or complaint arising out of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner. If a grievance situation arises, the Employer's Immediate Supervisor/Manager, the Employee, and the Shop Steward will try to resolve the problem within three (3) business days prior to the initiation of the written grievance outlined below:

Within fifteen (15) work days after a grievance occurs, an employee having a grievance and/or his Union representative shall present it in writing, signed by the grievant to the project manager of operations. The Employer shall give its written answer to the Employee and/or his Union representative within fifteen (15) work days after presentation of the grievance. Failure on the part of the Employer or the Union to answer the grievance shall not be deemed acquiescence to it and the Union or the Employer may proceed to the next step. A grievance not presented within the time limit specified shall be barred. The grievance shall be specific as to issue.

Section 1 - A grievance which has not been resolved may, within fifteen (15) work days after completion of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2 - The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3 - The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 4 - The arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5 - Any dispute of a grievance not referred to arbitration within the time limit specified shall be barred.

#### **ARTICLE VIII - INTERRUPTION OF WORK**

The Union and the employees agree that they will not call, participate in or sanction any strike walkout, picketing, stoppage of work, retarding of work or boycott (primary or secondary) reduction of work standards or any other interference of whatsoever nature with the operation and conduct of the Employer's business; the employees further agree that they will not stay away from work during the term of this Agreement.

The Employer agrees that there will be no lockouts during the term of this Agreement as long as this Agreement is lived up to by both parties. The foregoing provisions shall apply pending a decision by the arbitrator in any case involving a dispute pursuant to ARTICLE VIII hereof.

#### ARTICLE IX - VACATIONS

The vacation schedules of the employees covered by this Agreement will be as follows.

A. Vacation accruals, based on employee's anniversary date of employment at Building 209 JFK or Meridian Management, shall be as follows:

0 to 6 Months	0	
6 months, less than 1 year	5	Days
1 year, less than 4 years	10	Days (Including 5 days after 6 months)
After 4 years	15	Days
9 years, less than 15 years	20	Days
15 years, less than 20 years	25	Days
20 years or more	30	Days

B. Should a holiday fall during the employee's vacation period, an additional day of vacation shall be allowed.

C. All vacation requests must be submitted no later than sixty (60) days before the first requested vacation day off and are subject to approval.

D. No two employees of the same duty assignment will be allowed to take vacation at the same time.

E. Vacations will be limited to two (2) periods, if an employee has more than two (2) weeks vacation due then he will take a second vacation within the twelve (12) month Period unless approved by management.

F. Seniority will be the basis for choice regarding a vacation period desired by more than one employee.

G. The final vacation schedule rests with management and will be determined as to the needs of Plants Operation. All vacations must be approved by management. Vacations must be taken each year and may not be accrued from year to year.

H. Termination for just cause or failure to give at least two (2) weeks advance notice of resignation will cause forfeiture of any vacation time.

I. Any break in continuous service by an employee will result in loss of seniority. If an employee leaves or is terminated for any reason and is rehired the employee will be considered a new employee and will accrue vacations as a new employee based on new anniversary date.

J. In accordance with the vacation policy, vacation benefits shall accrue as established by the contract in each year and in the event of retirement, death or the layoff of an employee there, the employee shall receive accrued sick time, personal time and vacation time.

K. Employees shall have the option to receive vacation pay the payroll prior to their vacation.

L. In the case of termination, cancellation or expiration with the Port Authority, the contractor shall be liable for all accrued, unpaid vacation benefits.

M. All Supervisors are to stay in their current positions when a vacancy occurs, it will be filled on a basis of seniority,

N. Employees may schedule to begin their vacation on any day in the week, i.e. , Sunday through Saturday, provided that no additional expense is incurred by the Company.

#### ARTICLE X - SICK/PERSONAL

During an Employee's employment effective 1/1/06 at JFK Airport Building 209 an employee will have ten (10) days of sick leave per year, based on the employees anniversary date of employment at the building, at base pay.

Permanent employees covered under this contract will be entitled to Two (2) personal days leave per year, on the employee's anniversary date at base pay.

A. An employee who is terminated for just cause will forfeit all sick time and personal time.

B. Sick time is to be used for the employee's illness only.

C. Abusive use of sick time or personal time can be grounds for disciplinary action.

D. Management reserves the right to verify illnesses and may require a doctor's verification at any time in excess of three days. Employer may also require an examination by his own doctor at Employer's expense.

E. Employee's failure to give at least two weeks notice prior to resignation will result in forfeiture of any payment for accrued sick time or personal time.

F. Employees who have a break in continuous service will be considered a New Employee when rehired and will accrue sick leave as outlined herein.

G. Pay for sick leave shall commence on the first day of absence due to off-the-job illness or accident for each disability. This benefit does not apply to time lost due to Workmen's Compensation.

H. All unused time shall be paid out annually at the employees' full rate of pay.

## ARTICLE XI - FRINGE BENEFITS

See Schedule 'B' for contribution rates for the Welfare Trust Fund, Pension, Annuity, Apprentice Training and Industry Stabilization Fund.

A. The Union will use the Trust Fund Contributions to provide pension, welfare, annuity, and training benefits for the employees covered by this Agreement.

B. The Employer shall make contributions each month during the term of this collective bargaining agreement, commencing on the employees thirtieth (30th) day of employment.

C. In the event that an employee is absent from work because of illness or injury, the Employer will pay the contributions as set forth above for a maximum of four (4) weeks.

D. The Employer at the discretion of the respective Trustees may be required to provide a Surety Bond with the Stationary Engineers Federal Credit Union to guarantee payment to the Welfare, Pension Fund which Bond shall be made payable to the Trustees of the Pension, Welfare Benefit Funds in the sum of \$50,000.00 further he or it may at the discretion of the Trustees be required to provide a Surety Bond to guarantee payment to the Apprentice Training Fund. The Trustees of the respective Welfare, Pension, Apprenticeship and Annuity Funds and/or their representative shall have the right on five (5) days written notice to the Employer to examine the pertinent books and records of the Employer for the purpose of ascertaining if the Employer is paying the proper contributions to the Funds.

E. Credit Union: Upon receipt of written authorization from an employee, the employer agrees to allow the employee to deduct an amount to be determined from their bi-weekly paycheck to be remitted monthly to their Northeastern Engineers Federal Credit Union accounts.

## ARTICLE XII - JURY DUTY

For each day that an employee is required to serve on the jury duty and presents court certification thereof, the Employer shall pay the difference between the amount such employee would normally have earned had he worked his straight time scheduled hours and his remuneration for such day for jury duty, to a maximum of ten (10) days. In case of written application by any employee required to serve on jury duty, the Employer shall pay such employee as though he had worked his regularly scheduled straight-time hours; provided, however, that such employee will remit to the Employer the amount of his jury pay he received for such jury duty.

## ARTICLE XIII - DEATH IN FAMILY

In case of death occurring in the immediate family of an employee, the employee shall return to work by the fifth (5th) consecutive calendar day after such death. If any or all of the four (4) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. If such a death occurs during a working day, remainder of the day will be paid with full salary. The next day shall be considered as the first (1st) calendar day

of absence. Employees shall not receive pay under this provision for scheduled days off. 'Immediate Family' is interpreted to mean only wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents, brother-in-law, and sister-in-law.

#### **ARTICLE XIV - SAFETY SHOES, UNIFORMS & TOOLS**

1. Employees shall receive up to one hundred and fifty (\$150.00) dollars per year, for the purchase of Safety Boots, upon submission of a receipt of payment.
2. The employer shall provide to the employee at no cost seven (7) sets of uniforms one (1) light jacket, one (1) winter parker, one (1) winter hat and a pair of winter gloves for exclusive use at work. The employer will also supply at no cost to the employee a cleaning service for the cleaning of the uniforms. The service will be on a weekly basis.
3. The employer shall also provide to the employee with all the tools required to perform the job task he has been assigned.

#### **ARTICLE XV- COMPLETE AGREEMENT**

This Agreement is in full and complete satisfaction of all matters subject to collective bargaining for the term hereof and no modification shall be effective except by mutual written consent.

#### **ARTICLE XVI - DURATION OF AGREEMENT**

This Agreement made of the date hereinabove set forth shall continue in full force and effect through December 31, 2011. In the event any provision of this Agreement is adjudged in conflict with any law, ordinance or regulation of the State or Federal government or any department thereof said provision shall be null and void but all other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE XVII - PROBATIONARY EMPLOYEES**

Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. Probationary employees shall have no seniority rights during the probationary period and the Employer may lay off such employee as it finds necessary, and said employees will have no recourse to the Grievance procedures outlined in this agreement. Upon completion of the employee's probation, seniority goes to the day of hire.

#### **ARTICLE XVIII - SEVERABILITY**

This Agreement shall extend from January 1, 2009 to and including December 31, 2011 and thereafter shall be automatically renewed for periods of one (1) year subject however to the right of either party sixty (60) days prior to the expiration of the contract or any renewal thereof, to notify the other in writing of its intention not to renew.

## ARTICLE XIX - MANAGEMENT RIGHTS

Section 1. The Union agrees that the management of the Employer and the direction of the working force shall be in the discretion of the Employer, and agrees that all management rights (except as specifically limited by any of the express provisions of this Agreement) are reserved to the Employer, including the right to hire new Employees to promote, to transfer, to discipline, suspend or discharge for just cause, to assign work, to schedule employees work week and the working hours including overtime, to classify employees, to introduce new or improved methods or facilities, and to require employees to observe reasonable rules and regulations. The Union is fully aware of the Policies and Procedures outlined in Meridian's Associate Handbook and recognizes Meridian's rights as outlined in these Policies and Procedures. The Union recognizes that employee compliance with these Policies is a condition of continued employment.

## ARTICLE XX - JURISDICTION

A. The Company and the Union agree that the work performed by the employee shall be within the employee's job description as listed in the contract between Meridian and the Port Authority.

B. The Employer agrees to give preference to Union contractors for any new installation, or construction work performed on Building 209 premises. The company can use contractors when particular skills or specialized equipment are involved that are not available within the Company.

## ARTICLE XXI-- HEIGHT PAY

THIS ARTICLE WAS DELETED AS MUTUALLY AGREED IN MARCH 2006

## ARTICLE XXII - LICENSES

The Employer shall reimburse the employees for the cost to renew all licenses required to operate the equipment at Building 209, and in addition shall reimburse the employees for the cost to renew refrigeration and high pressure boiler licenses. The employer will reimburse the employee for the full cost of renewals with a receipt from the agency providing the license. The practice will remain in effect for the term of this agreement. All employees must be fully qualified. Experienced and appropriately licensed in the functional area for which they are hired, with the exception of the DEP Pesticide Applicator/Cooling Tower license, in which case the employee shall be granted up to eighteen (18) months to obtain the license. This section will pertain only if a license is required.

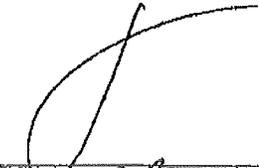
## ARTICLE XXIII - SNOW REMOVAL ASSIGNMENTS

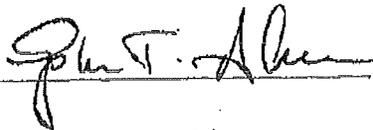
Snow removal assignments will be initially made to the cleaners in the building. If additional forces are required, other maintenance personnel may be used. Shop stewards shall be notified of all snow alerts and shall receive copies of all lists being used for alert coverage. 'ON CALL STATUS' language was deleted by previous agreement.

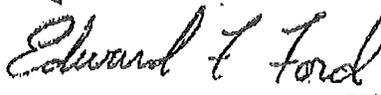
In Witness Whereof, the parties have hereunto set their hands and seals the day above first written.

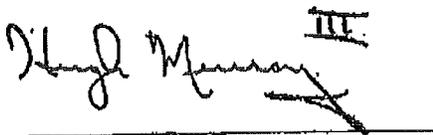
MERIDIAN MANAGEMENT  
JFK AIRPORT BUILDING 209

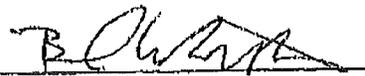
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 30, AFL-CIO

  
T.R. BROWNFIELD, V.P.  
9-29-09









10-16-09A11:39 RCVD

**SCHEDULE "A"**  
**MERIDIAN MANAGEMENT CORP.**

The following pay ranges shall be paid effective to the classifications as shown below:

	Effective 1/1/2009	Effective 1/1/2010	Effective 1/1/2011
Shift Supervisor	\$37.07 per hour paid	\$38.74 per hour paid	\$40.29 per hour paid
Apprentice	See Schedule "C"		

**SCHEDULE "B"**  
**TRUST FUNDS**

1. Except as indicated below under Health & Welfare, the Employer agrees to contribute to the following Trust Funds in the amounts specified below for each employee covered by this Agreement.

**PENSION:** 'Joint Industry Engineers Union Local 30 Pension Trust Plan'

Effective Date	Contribution Rate
1/1/09	\$1.85 per hour paid, per employee
1/1/10	\$2.00 per hour paid, per employee
1/1/11	\$2.10 per hour paid, per employee

**HEALTH & WELFARE:**

Employees covered by this agreement will be covered by the employer's health and welfare plan in place during the term of this agreement.

Employees that waive Health Insurance coverage will receive a monthly payment of \$425.00 effective January 1, 2009, \$455.00 effective January 1, 2010, and \$485.00 effective January 1, 2011, at the end of each month as well as Employer's contributions to the Union's Trust Funds in the amounts indicated.

Contributions to the Union Trust Funds will also be made for Employees with Single Health Insurance coverage.

Contributions to the Union's Trust Funds will not be made for Employees with Employee/Child, Employee/Spouse and Family coverage.

**ANNUITY:** 'Operating Engineers Local 30 Annuity Fund'

Effective Date	Contribution Rate
1/1/09	\$2.13 per hour paid, per employee
1/1/10	\$2.20 per hour paid, per employee
1/1/11	\$2.31 per hour paid, per employee

**ISF:** 'Industry Stabilization Fund'

Effective Date	Contribution Rate
1/1/09	\$.11 per hour paid, per employee
1/1/10	\$.12 per hour paid, per employee
1/1/11	\$.13 per hour paid, per employee

APPRENTICE TRAINING 'Joint Stationary Engineers Apprentice Training Fund'

Effective Date	Contribution Rate
1/1/09	\$.11 per hour paid, per employee
1/1/10	\$.12 per hour paid, per employee
1/1/11	\$.13 per hour paid, per employee

2. When an employee is absent and therefore earns no wages, the contribution shall be continued for up to a maximum for four weeks of such absence.
3. Payment will be made for employees on vacations or other time when an employee is absent from work for which the employee is paid. Payments will also be made for replacements who work during such time when an employee is absent from work.
4. The Employer shall combine the above weekly contributions into one monthly payment and submit same to the Local 30 All Funds Account, 115-06 Myrtle Avenue, Richmond Hill, New York 11418 on or before the 15<sup>th</sup> day of the month following the month for which contributions are to be made together with the names, Social Security numbers and rate of pay of all the Employees for whom payments are made.
5. Notwithstanding any other provisions of this Agreement to the contrary, if the Employer is in default on contributions due to any of the Trust Funds for which contributions are payable pursuant to the terms of this Agreement, and notice of such default is given in writing to the Employer, the Union may no less than ten days after such notice, remove the Employees from the work of said Employer until said contributions are paid. Employees so removed shall be paid by the Employer for such lost time.
6. The Employer and the Union mutually agree that the above Funds shall be established and administered in accordance with the applicable Federal and State laws and regulations and that as signatories to this Agreement, they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds.

**SCHEDULE "C"**  
**APPRENTICE PROGRAM AND SCHEDULE**

The parties involved, Employers, the Stationary Engineers Training Committee and the Apprentice, have agreed to the following terms and conditions for apprentice employment and education.

The Committee shall impress upon the apprentice that by signing this agreement he/she is responsible to conform to the provisions contained within. The parties aforementioned will carefully observe the apprentices' actions, behavior and professionalism. The provisions are as follows:

1. Probation: Apprentices shall be subject to a probationary period of no less than six months but no more than one year. A probationary extension is granted at the discretion of the Committee and/or the Employer. At any time during the probationary period the apprentice can be disestablished from the program. Credit shall be received for all probationary time.
2. Apprentices shall faithfully and diligently perform the work of assisting a stationary engineer or maintenance mechanic. In addition to any pertinent and related duties assigned by the Employer in accordance with these standards.
3. To respect and protect equipment, machinery and property of the employer. To abide by the working rules of the Employer and the Committee including, but not limited to, Standard Operating Procedures and Health and Safety Practices.
4. To develop and maintain safe, efficient work habits. The apprentice shall conduct himself herself in a manner to best assure his/her own safety, as well as the safety of his/her co-workers.
5. Work Training: Employers shall see that all apprentices are under the supervision of a stationary engineer or a maintenance mechanic and shall provide each apprentice with the necessary diversified experience and training, in order to train and develop the apprentice into a skilled craftsman, insofar as the individual facility will allow.
6. Related Instruction: The apprentice is responsible to attend regularly and complete satisfactorily the required hours of Related Instruction as provided in this standard, as well as, to maintain accurate work records and training records, received on the job or in Related Instruction. The Committee and the Employer reserve the right to request this information if it is deemed necessary.
7. Related Instruction shall include three years of formal education, each year consisting of a minimum of three hundred (300) hours of formal training. The Committee reserves the right to adjust the Related Instruction schedule as it deems necessary.
8. In case of failure on the part of the apprentice to fulfill his/her obligations to the Employer or in Related Instruction, the Committee has the power to enforce discipline including but not

limited to, a suspension of his/her employment for up to thirty (30) days or for good and sufficient reasons to take steps to have him/her disestablished from the Program.

9. To work for the Employer to whom assigned to the completion of his/her Apprenticeship, unless the Committee terminates this Agreement,

10. To conduct himself/herself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time and effort is spent to afford him/her the opportunity to become a skilled craftsman,

Upon completion of the third year of the apprenticeship program, the apprentice will be removed from the title of apprentice. The Employer is under no obligation to continue the employment of the apprentice after the apprentice has completed 42 months of the apprenticeship program. If the Employer so desires, the Employer may promote the graduate apprentice to another job title within the Collective Bargaining Agreement if he/she meets the requisite qualifications.

The employer and the International Union of Operating Engineers, Local 30 agree that the hourly rate of pay for the title of apprentice shall be:

Period of Apprenticeship	Starting Salary and Maximum Review Increases
Minimum starting wage rate	\$14.00 per hour
After the first six months	+5%
After one year	+5%
After 18 months	+5%
After two years	+5%
After 30 months	+5%
After 36 months	+5%

Percentage wages increases for said apprentice shall be based upon classroom participation, grades, work performance, attitude and attendance.

Upon granting said raises, the Union and the Employer shall meet to discuss the performance of the apprentice in question. If said apprentice fails to meet the desired standard, he/she may not qualify for said percentage increase.

Apprentice shall receive annual contract increase as defined in Schedule "A" of this contract

Apprentice shall also receive all benefits as per Schedule "B"

No Apprentice may remain as an Apprentice for more than forty two (42) months. At any time, at the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new hire rate. If an Apprentice is not promoted by the forty second (42<sup>nd</sup>) month anniversary, the Apprentice shall be returned to the Union Hall. At the Employer's discretion, a new Apprentice will be referred from the Union Hall and hired at the new rate.

