Torres Rojas, Genara FOI #14828

From: kevin.okeeffe@gshgroup.com
Sent: Tuesday, April 08, 2014 10:45 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh
Subject: Freedom of Information Online Request Form

Information:

First Name: Kevin
Last Name: OKeeffe
Company: George S. Hall, Inc.
Mailing Address 1: 30 Chapin Road, Unit 1204
Mailing Address 2: PO Box 103
City: Pine Brook
State: NJ
Zip Code: 07058
Email Address: kevin.okeeffe@gshgroup.com
Phone: 973-227-5515
Required copies of the records: Yes

List of specific record(s):
Please provide an electrnonic copy of the existing contract with the PA number 4600008101. Please include the SOW, Legal Contract and any pricing documents

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 16, 2014

Mr. Kevin Okeeffe
George S. Hall, Inc.
30 Chapin Road, Unit 1204, P.O. Box 103
Piner Brook, NJ 07058

Re: Freedom of Information Reference No. 14828

Dear Mr. Okeeffe:

This is in response to your April 8, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the existing contract with the PA number 4600008101- Inspection, Maintenance and Repair Services of HVAC System, Units and Components at the PATH WTC Station.

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/14828-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

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

THE PORT AUTHORITY OF NY & NJ

February 18, 2010

MAIL AND VIA FAX TO (732) 225-0444

Mr. Frank Pagano, Service Account Representative
Johnson Controls, Inc.
60 East 42nd Street, 41st floor
New York, NY 10165

RE: INSPECTION, MAINTENANCE AND REPAIR SERVICES OF HVAC SYSTEMS, UNITS AND COMPONENTS AT THE PATH WORLD TRADE CENTER STATION, NEW YORK, NEW YORK; BID #20065, CONTRACT #4600008101, PURCHASE ORDER #4500061192

Dear Mr. Pagano:

Your bid including addenda no. 1, 2 and 3, addressed to the referenced contract has been accepted. The term of this contract shall be for a two (2) year period commencing on March 1, 2010 and unless otherwise terminated, shall expire on February 29, 2012.

Prior to the commencement of work, please submit to the Port Authority your insurance certificate as required in the contract under Part III, Paragraph 6, titled "Insurance Procured by the Contractor". You must submit an original Certificate of Insurance to the Port Authority of New York and New Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY, 10003 (Attention: Certificate Review) and a copy of the certificate to Tim Ryan at the Journal Square Transportation Center, One PATH Plaza, 9th floor, Jersey City, NJ 07306. Please reference CITS #3515N.

Please note that for payments, invoicing and administrative purposes, Purchase Order #4500061192 has been assigned to this contract.

The Contract Administrator is Mr. Tim Ryan, who can be reached at (201) 216-6203. If you have any questions concerning the award of this contract, please contact Mr. Dinesh M. Chheda, Senior Contracts Specialist at (212) 435-3932.

Very truly yours,

Jane Ceterko,
Manager
Purchasing Services Division

JC/dc

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

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: INSPECTION, MAINTENANCE AND REPAIR SERVICES OF HVAC SYSTEMS, UNITS AND COMPONENTS AT THE PATH WORLD TRADE CENTER STATION, NEW YORK, NEW YORK

BID NO.: 0000020065

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

BID DUE DATE: JANUARY 18, 2010 **TIME: 11:00 AM**

BUYER NAME: Dinesh M. Chheda
dchheda@panynj.gov

PHONE NO.: (212) 435-3932
FAX#: (212) 435-3959

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

Johnson Controls Inc.
(NAME OF BIDDING ENTITY)

60 East 42nd Street, 41st Floor
(ADDRESS)

New York, NY 10165
(CITY, STATE AND ZIP CODE)

Frank Pagano, Service Acct Rep. 516-241-3752
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

Ex. 1/4 212-843-1616
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

____ OTHER (SPECIFY): _____

Rev. 10/29/2003

THE PORT AUTHORITY OF NY & NJ

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

Date 12/30/2009

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 20065 for Inspection, Maintenance & Repair Services of HVAC Systems, Units and Components at the PATH World Trade Center Station, New York, New York

☒ Due back on 01/19/2010, no later than 11:00AM

☒ Originally due on 01/18/10, no later than 11:00AM

The following changes are hereby made in the documents:

On page 6 of PART IV, EXHIBIT B, entitled "Emergency Service Labor", replace Estimated Three (3) Year Contract Price with Estimated Two (2) Year Contract Price.

Bid originally due back on Monday, January 18, 2010 is now due back on Tuesday, January 19, 2010, no later than 11:00 A.M.

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: Johnson Controls Inc.

PS11A11

INITIALED: JMB

DATE: January 25, 2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DINESH M. CHHEDA, WHO CAN BE REACHED AT (212) 435-3932.

THE PORT AUTHORITY OF NY & NJ

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

Date 01/06/2010

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 20065 for Inspection, Maintenance & Repair Services of HVAC Systems, Units and Components at the PATH World Trade Center Station, New York, New York

☒ Due back on 01/22/2010, no later than 11:00AM

☒ Originally due on 01/18/10, no later than 11:00AM

The following changes are hereby made in the documents:

The pre-bid meeting/site inspection has been rescheduled from Wednesday, January 06, 2010 to Tuesday, January 12, 2010.

Bid originally due back on Monday, January 18, 2010 is now due back on Friday, January 22, 2010, no later than 11:00 A.M.

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

Page 3, Insert the following Paragraph13 after the last numbered paragraph:

13. Bidder's Additional Submittal Requirements

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

http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

STANDARD CONTRACT TERMS AND CONDITIONS

Page 13, In Paragraph 18, entitled "General Obligations", insert the following after subparagraph h.:

i. As used herein, "Integrity Monitor" shall mean a private firm hired to assist the Office of Inspector General in preventing and detecting fraud. For work performed at the World Trade Center site, the Contractor and any subcontractors shall cooperate fully with the Integrity Monitor and the Authority and/or PATH, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Contract. Any failure to cooperate may result in the termination of this Contract.

Page 14, In Paragraph 19 entitled "Assignments and Subcontracting", insert the following after subparagraph c.:

d. For each proposed subcontractor, the Contractor shall ensure that the Background Qualification Questionnaire Package ("BQQP"), available at http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip, is completed.

Page 18, In Paragraph 33 entitled "Notification of Security Requirements", insert the following after subparagraph iii.:

iv. The Contractor and subcontractors, when appropriate, shall sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority and/or PATH as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2009, corrected as of February 9, 2009).*

Page 19, Paragraph 38, delete the title "Non-Publication" and replace it with the title "Confidential Information/Non-Publication". Place the letter "d" before the existing paragraph, and insert the following subparagraphs a through c: before subparagraph letter d:

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority and/or PATH or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority and/or PATH so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority and/or PATH or a third-party or when the Authority and/or PATH receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority and/or PATH, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority and/or PATH or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

Page 24, In Part III, Paragraph 5 entitled "Conflict of Interest", insert the following after the first paragraph:

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

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

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

1) A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.

2) Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.

3) Specific plan to maintain proper and independent billing procedure(s) designed to address the avoidance of double and improper billings.

4) Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its roll in preventing fraud, waste, and abuse, and verification of such education/training and individual understanding.

5) Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.

6) Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable, and business related purpose for overlap in and/or sharing of staff members and/or resources.

7) Specific contingency plan addressing a direct or suspected violation of said mitigation plan. All violations must be reported to the Port Authority and/or PATH, including the Port Authority's Inspector General.

8) The Contractor shall ensure that any subcontractor must cooperate with the Port Authority's Inspector General and its Integrity Monitor, in auditing the mitigation plan for compliance. This cooperation must include access to all necessary documentation and interviews of employees.

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

ORGANIZATIONAL CONFLICT OF INTEREST

(1) The Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the Contract may, without some form of restriction on future activities, result in an unfair competitive advantage to the Bidder.

a. The Contractor shall have access to confidential and/or sensitive Authority and/or PATH information in the course of performing this Contract. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during Agreement performance. The Contractor agrees to protect all such information from disclosure even after Contract expiration or termination unless so authorized, in writing, by the Authority and/or PATH and to refrain from using such information for any purpose other than that for which it was furnished.

b. To the extent that the Contractor either (i) uses confidential and/or sensitive Authority and/or PATH information or proprietary information obtained from other Authority and/or PATH contractors to develop any form of document, report, or plan that is determined by the Authority and/or PATH to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority and/or PATH or (ii) develops written specifications that are used in any subsequent solicitation issued by the Authority and/or PATH, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority and/or PATH provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to complete.

(2) A Bidder, by submitting its bid, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, agrees not to enter into contractual agreements with Authority and/or PATH prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

(3) If the Authority and/or PATH determine that a Contractor has violated any term of this clause entitled "Organizational Conflict of Interest", the Authority and/or PATH may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Bidder to terminate any affiliation or contractual arrangement with an Authority and/or PATH prime contractor or first-tier subcontractor at no cost to the Authority and/or PATH, determining the Bidder ineligible

to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Bidder's actions under the resultant Contract or violations of this numbered clause, or terminating such contract, in whole or in part

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: Johnson Controls Inc.,

INITIALED: [illegible]

DATE: January 25, 2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DINESH M. CHHEDA, WHO CAN BE REACHED AT (212) 435-3932.

THE PORT AUTHORITY OF NY & NJ

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

Date : 1/11/2010

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 20065 for Inspection, Maintenance & Repair Services of HVAC Systems, Units and Components at the PATH World Trade Center Station, New York, NY

☒ Due back on 01/22/2010, no later than 11:00AM

☒ Originally due on 01/18/10, no later than 11:00AM

The following changes are hereby made in the documents:

The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and / or clarification. The fact that information has not been supplied with respect to any question asked by 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.

Question #1: What are the sizes of the filters?
Answer #1: The sizes of the filters are as noted below:

WTC – HVAC CONTRACT ALL PLEATED FILTERS

10 x 22 x 1
10 x 40 x 1
10 x 33 x 1
10 x 28 x 1
10 x 32 x 1
9.5 x 36 x 1
12 x 18.5 x 1

18 x 33 x 2
18.75 x 30 x 2
18.25 x 31 x 2
20 x 24 x 2
20 x 14 x 2
24 x 24 x 2
12 x 24 x 2
20 x 25 x 2
16 x 25 x 2

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: Johnson Controls Inc.,

INITIALED: JMB

DATE: January 25, 2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO DINESH M. CHHEDA, WHO CAN BE REACHED AT (212) 435-3932.

INVITATION FOR BID

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

PART I – STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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

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

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

4. **Bidder's Questions**
   Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is 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 and PATH 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 and/or PATH in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

10. Facility Inspection

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

11. Available Documents - General

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

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

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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**
   Inspection, Maintenance and Repair Services of HVAC systems, units and components at the PATH World Trade Center Station, New York, NY.

2. **Location(s) Services Required**
   Church Street between Liberty and Vessey Streets, New York, New York, 10048, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about March 1, 2010

4. **Contract Type**
   Service

5. **Duration of Contract**
   On or about March 1, 2010 for a base period of two (2) years.

6. **Price Adjustment during Base Term (Index Based)**
   Not Applicable

7. **Option Period(s)**
   There shall be up to two (2), one (1) year Option Period(s).

8. **Price Adjustment during Option Period(s) (Index Based)**
   Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

9. **Extension Period**
   One, 120-Day Applicable

10. **Facility Inspection**
    Date and Time: Insert Date and Time

    PATH will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence on Wednesday, January 6, 2010, at 10:00 AM. All parties shall meet at the PATH World Trade Center Station on the level of the turnstiles. Bidders should call Tim Ryan at 201-216-6203, Monday through Friday, between the hours of 7:00 AM and 3:00 PM or email at tryan@panynj.gov to confirm attendance and/or receive travel directions. Note: Photo ID is required to attend this meeting. (No exceptions).

11. Specific Bidder's Prerequisites

a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of inspection, maintenance, testing and repair services of the HVAC equipment (similar to the type currently in use at the PATH Temporary World Trade Center Station) 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 three (3) year(s)of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.

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:

Inspection, Maintenance & Repair Services of HVAC Systems, Units and Components at the PATH Temporary World Trade Center Station, New York, NY, Contract Number 4600006634.

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

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Superintendent/Manager.

b) The Contractor shall submit to the Superintendent/Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Superintendent/Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of PATH's verification of the invoice.

c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the PATH shall operate to release the Contractor from any obligation under or upon this Contract, or to estop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the PATH from recovering any monies paid in excess of those lawfully due and any damage sustained by PATH.

d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the PATH, the Contractor shall pay to PATH the difference promptly upon

receipt of the PATH's statement thereof. PATH may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. **Option Period (s) Price Adjustment**

For each Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter called the "Price Index" as follows.

For the first Option Period, the Price Index shall be determined for the months of October 2010 and October 2011. The Unit Prices payable in the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for October 2011 and the denominator of which is the Price Index for October 2010. The resulting products shall be the Unit Prices payable in the first Option Period, but at no time shall the CPI exceed 3%.

For the second Option Period, the Price Index shall be determined for the months of October 2011 and October 2012. The Unit Prices payable in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for October 2012 and the denominator of which is the Price Index for October 2011. The resulting products shall be the Unit Prices payable in the second Option Period, but at no time shall the CPI exceed 3%.

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 PATH for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

Failure to perform any services in the Specification

In the event that during any monthly period the Contractor fails to perform all or any part of the Services as specified in Contract Specifications as the same may, as hereinafter provided, be revised, satisfactorily or at the frequencies set forth herein, the compensation payable by PATH to the Contractor for said monthly period shall be reduced by an amount equal to the product obtained by multiplying 200% of the charge per unit of measure for the applicable service for the item of work the Contractor fails to perform or unsatisfactorily performs the operation.

Failure to perform within required time when time is of the essence

If the Contractor fails to perform all or any part of the Services as specified in Contract Specifications as the same may, as hereinafter provided, be revised, within the time required herein, time being of the essence, damages shall be assessed in the amount of $200.00 per day or part thereof until the work is performed unless delay is not due to the fault of the Contractor, or any subcontractor or supplier.

Failure to respond to an Emergency

If the Contractor fails to respond to an emergency within twenty-four (24) hours of notification by PATH, then the amount payable to the Contractor under this Contract shall be reduced by $150.00 per hour for each hour, or part thereof, past the response time required hereunder that the Contractor fails to provide the required Service.

Any Information

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by PATH or fails to submit any documentation, reports or records as required, the amount payable by PATH to the Contractor hereunder shall be reduced by an amount equal to $50.00 per day multiplied by the number of days or major fractions thereof the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from PATH to the

Contractor hereunder as PATH shall determine from time to time in its sole discretion.

Failure to Provide Staffing

In the event that, for any reason the Contractor fails to provide the specified staffing levels, the Contractor hereunder shall be assessed and payable to PATH at $150.00 for each hour or part thereof that the Contractor fails to have a technician present at the work site where the presence of such technician is required in accordance with the terms of the Contract.

Failure to Provide Cell Phone

In the event that, for any reason the Contractor fails to provide a working cell phone, the Contractor shall be assessed $50.00 per day or part thereof in which the cell phone is not used or not in working order. Response time for responding and/or answering calls will be within ten (10) minutes.

Failure of the Superintendent or PATH to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contract.

b) The Superintendent/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.

6. Insurance

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, independent contractors coverage, with contractual liability, including coverage within 50 feet of railroad property, covering the obligations assumed by the Contractor under this Contract and, **if vehicles are to be used to carry out the performance of this Contract**, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

<u>Commercial General Liability Insurance</u> - $3 million combined single limit per occurrence for bodily injury and property damage liability.

<u>Automobile Liability Insurance</u> - $2 million combined single limit per accident for bodily injury and property damage liability.

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

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

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

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

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to PATH, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

PATH may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change 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 PATH, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management, must approve the certificate(s) of insurance before any work can begin. Upon request by PATH, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, PATH 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 PATH 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#3515N]

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

   The Superintendent/Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase and/or decrease the frequencies of all or any part of the services required hereunder or to add areas not described herein in the Specifications or remove areas or parts of areas, which are hereunder so described. In the event the Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice not less than fifteen (15) days, said changes to be effective upon the date specified in said notice.

   In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

   Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the services, by the negotiated rate.

   In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such changes in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Superintendent/Manager. "Extra Work" as used herein shall be defined as work which differs 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 Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total 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 Superintendent/Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials

purchased by the Contractor solely for the use in performing its obligation hereunder provided, such purchase has received the prior written approval of the Superintendent/Manager as required herein. The Contractor shall promptly furnish to the Superintendent/Manager such bills of sale and other instruments as 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 Superintendent/Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Superintendent/Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the PATH and the Contractor.

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Superintendent/Manager within forty-eight (48) hours following the receipt of written or verbal notice from the Superintendent/Manager, or in the case of an emergency as determined by the Superintendent/Manager, within four (4) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to PATH on a separate invoice on a monthly basis.

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

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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 90 days after the date on which the Port Authority opens this bid.

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

PROCUREMENT JAN 22 AM 11:26

Bidding Entity Johnson Controls Inc.

Bidder's Address 60 East 42nd street, 41st Floor

City, State, Zip New York, NY 10165

Telephone No. 646-658-6744 FAX 212-843-1616

Email Frank.P.Pagano@Jci.com EIN# Ex. 1/4

SIGNATURE [signature] Date

Print Name and Title Joseph Brillhart Service Branch Manager

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

[signature]
Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: Nassau

On this 21st day of January, 2010, personally came before me, Joseph Brillhart, 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.

DENNIS E. CASEY
Notary Public, State of New York
No. 01CA5043970
Qualified in Nassau County
Commission Expires May 22, 2011

[signature]
Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
Steve A. Roell	Chairman & CEO	Ex. 1

PROCUREMENT
2010 JAN 22 AM 11:26

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black 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 Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease of charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.

h. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

EXHIBIT A

LUMP SUM

FOR THE TWO (2) YEAR INTIAL TERM OF THIS CONTRACT, COMPENSATION CALLED LUMP SUM" FOR THE INSPECTION, MAINTENANCE AND REPAIRS OF THE HVAC SYSTEMS, UNITS AND COMPONENTS FOR THE PATH WORLD TRADE CENTER STATION $475,704 *

***Carry-Over Sum to Exhibit D – Price Summary**

EXHIBIT B
EMERGENCY SERVICE LABOR

LABOR	CHARGE PER HOUR	(X)	ESTIMATED TWO (2) YEAR HOURS	=	TOTAL TWO (2) YEAR PRICE
Regular** Working Hours	$ 55		120		$ 6,600
Overtime** Working Hours	$ 70		90		$ 6,300
Premium** Overtime Working Hours	$ 70		60		$ 4,200
Estimated Three (3) Year Contract Price (sum of items above)					$ 17,100 *

***Carry-Over Sum to Exhibit D – Price Summary**

Labor indicated above is for Emergency Repairs to be performed as directed and approved by the Superintendent.

Estimated number of hours are no guarantee of actual required hours for the duration of the Contract.

NOTE: Charges per hour in Column 2 above are all-inclusive of wages and benefits and also include the Contractor's overhead, including tolls, travel time and cost of vehicle use and profit.

EXHIBIT C
MATERIALS, PARTS AND COMPONENTS

(A) ESTIMATED TWO (2) YEAR DOLLAR AMOUNT	(B) % ADJUSTMENT (+) OR (-) OR (0)	(C) DOLLAR VALUE OF ADJUSTMENT	(D) ESTIMATED TWO (2) YEAR CONTRACT PRICE
20,000.00	5 %**	$ 1,000	$ 21,000 *

Example: A x B = C, C + A = D

***Carry-Over Sum to Exhibit D– Price Summary**

**Bidder shall insert a percentage adjustment to be added to the Net Cost of the purchase of materials, parts and/or components used during repair and/or replacement resulting from worn, failed or doubtful components, critical and non-critical emergency services. This adjustment shall be firm for the term of this Contract, including extensions, if any.

EXHIBIT D
PRICE SUMMARY

Exhibit A	**Lump Sum Price for Two (2) year Initial Term of Contract**	$ 475,704
Exhibit B	**Emergency Service Labor**	$ 17,100
Exhibit C	**Material, Parts and Components**	$ 21,000
TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE (sum of items above)		$ 513,804

PROCUREMENT
2010 JAN 22 AM 11:26

PART V – SPECIFICATIONS, TABLE OF CONTENTS

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1. SPECIFIC DEFINITIONS

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

a. The term "Facility" shall mean The World Trade Center (WTC) PATH Station located at the World Trade Center Site on Church Street between Liberty Street and Vessey Street, New York, New York, 10048 at the east side of the site. The station and all of the supporting structures are approximately 500,000 square feet. The Sub Station, which is part of the complex, is located on the South East corner of the facility. There is a limited on site parking for one Contractor vehicle as well as a limited drop off and pick up access area.

b. The terms "Materials, Parts and/or Components" and "materials, parts and/or components" shall mean temporary and consumable materials, parts and/or components as well as permanent materials, parts and/or components; and cost of materials, parts and/or components means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials, parts and/or components) for which such materials, parts and/or components are sold for cash by the manufacturers or procedures thereof, or by regular dealers therein, whether by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials, parts and/or components 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 Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, part and/or components, less their salvage value, if any.

c. The term "WOTS" shall mean Work Order Tracking System being the Way & Structures Division's LAN Network based PARADOX program.

d. The term "regular working hours" shall mean the hours between 7:00 a.m. and 3:00 p.m., Monday through Friday, exclusive of holidays.

e. The term "overtime working hours" shall mean hours other than regular or premium overtime working hours and shall include the first 8 hours worked on Saturday.

f. The term "premium overtime working hours" shall mean hours other than regular or overtime working hours and shall mean all hours in excess of the first 8 hours on Saturday and all day Sunday and holidays.

g. The term "Emergency Service Labor" shall mean the Contractor shall furnish all labor, equipment and materials for Emergency Repair Service approved by the Superintendent for the maintenance, inspection and repairs of the HVAC equipment at the World Trade Center PATH Station. Compensation for labor and/or materials

necessary to perform the repairs required herein shall be in accordance with Exhibits B and C of the Contractor's Price Sheets, respectively. The Contractor shall provide Emergency Services Labor and have service personnel at the WTC after being contacted by the Superintendent or his designee. In providing Emergency Services Labor, the Contractor has the obligation to respond to calls and be on-site within four (4) hours with a qualified technician.

h. The term "Rosters of Routine" shall mean the procedures, visits and methods of planning and coordinating all maintenance, inspections and repairs for the equipment specified herein.

i. The term "Frequencies of Routine" or "Maintenance Visit" shall mean the times a task or routine is performed and/or repeated.

j. The term "Net Cost" shall mean the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether Contractor) of all parts and materials purchased by the Contractor solely for the use in performance its obligation hereunder provided, such purchase has received the prior written approval of the Superintendent as required herein.

k. The term "Technician" shall mean an individual who has thorough formal training, extensive hand-on experience and achieved competence in the field of HVAC maintenance and repair as specified in section of the Contract entitled "Personnel Requirements".

2. WORK REQUIRED BY THE SPECIFICATIONS

This section specifies the components associated with the HVAC equipment under this Contract. The units specified herein are to be provided with annual, monthly, weekly and seasonal inspections, maintenance and repairs. The systems, though not all-inclusive, is described as follows (additional documents such as service manuals, drawings, etc… are maintained at the Facility):

- Fifteen (15) Inline belt driven fans, Model Greenheck BSQ
- Five (5) Forward curve centrifugal fans, Model Greenheck RSFP
- Seven (7) Axial direct drive fans, Model Woods/AFC JTS
- Two (2) Fans, Model Carrier 39nc-061
- Five (5) Mushroom roof exhausts, Model Greenheck S cube
- Eight (8) Axial belt drive fans, Model Loren Cook 12afbv-h
- Two (2) Air cooled chillers, Model Carrier 30 RA-030
- Two (2) Inline Centrifugal pumps, Model Peerless PV 2x2x6a
- One (1) Expansion vessel, Model Armstrong AX-15V GLA-S-LPI
- Fifty three (53) Smoke dampers, Model Greenheck OFSD-211
- Sixty eight (68) Motor dampers, Model Greenheck VCD 40
- Seven (7) Packaged air conditioners, Model Carrier 50SX024
- Three (3) Packaged air conditioners, Model Carrier 50HJ-012
- One (1) Packaged air conditioners, Model Carrier 50HJ-004

- Two (2) Packaged air conditioners, Model McQuay Type K
- Two (2) Fan Coils, Model Carrier 42CK04
- Five (5) Fan Coils, Model Carrier 42CK03
- Five (5) Fan Coils, Model Carrier 42BH12
- Two (2) Fan Coils, Model Carrier 42CK06
- Three (3) Fan Coils, Model Carrier 42CK02
- Two (2) Fan Coils, Model Carrier 42BH30
- Two (2) Fan Coils, Model Carrier 42BH16
- Two (2) Fan Coils, Model Carrier 42BH20
- Two (2) Fan Coils, Model Carrier 42BH08
- Twelve (12) Louvers, Model Greenheck ESD-403
- Six (6) Gravity ventilators, Model Greenheck WRH
- Twelve (12) Fan sound attenuators, Model IAC Type MS
- Sixteen (16) Pleated disposable, UL Class 2 filters, Model Farr30/30
- Three (3) Pleated disposable, UL Class 2 filters, Model Carrier 39NC
- Twelve (12) Disposable, Model Farr
- Five (5) Carrier Air handlers
- Five (5) United Cool Air compressors
- One (1) Purge fan
- Five (5) exhaust fans
- Associated dampers fire/motorized

a. Maintenance of Equipment

Appendix A entitled "Maintenance Procedures" describes the minimum inspection and maintenance requirements for the HVAC equipment at the Facility to be fulfilled by the Contractor. The Contractor shall keep such in reliable condition at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays. The Contractor shall perform the system maintenance service routines as specified in the Roster of Routines (Appendix B). All work shall be during regular working hours, unless requested otherwise. The work is subject to a schedule determined in advance by the Superintendent.

The Contractor shall perform the maintenance procedures as outlined in Appendix A and shall supply, at the Contractor's expense, all cleaning materials and lubricants necessary for such maintenance.

The Contractor shall also replace, at PATH's expense, per Exhibit C of the Pricing Sheets, other worn or doubtful materials, parts and/or components requiring replacement under this Contract with new materials, parts and/or components of the same type and/or manufacture and of current design, or equal, as approved by the Superintendent, unless otherwise agreed to or delineated by the Superintendent. All new parts and/or components shall be compatible with existing parts and/or components and shall be of equal quality and identical capabilities as the original equipment. It is hereby noted that all filters, fluids, lubricants and belts replaced and or used during each scheduled inspection or maintenance visit shall be supplied without separate compensation.

b. Emergency Repair Services

The Contactor shall perform emergency repair services in accordance with the clause of this Contract. The Contractor shall have service personnel at the Facility after being contacted by the Superintendent or his designee.

c. Staffing Levels

The Contractor is required to assign two (2) sufficiently trained and qualified technicians during regular working hours, eight (8) hours per day, five (5) days per week.

All staff shall be assigned to this Contract on a full-time basis, to perform assigned routine and non-routine work. Said staff shall be at the Facility during the days and hours specified herein. The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from the site of the work due to vacation or personal leave or for any other reason.

At the outset of the Contract and at any time thereafter if it becomes necessary to replace the staff assigned by the Contractor to this facility, the resume/qualifications of the prospective replacements must be forwarded to the Superintendent at least two (2) weeks prior to filling those positions. The Superintendent, in his sole discretion, shall determine whether the qualifications of the prospective staff meet those required under the terms of the Contract.

The Contractor shall supply a cell phone for its staff employed at the Facility. Response time for responding and/or answering calls will be within ten (10) minutes.

c. Working Drawings

The Contractor shall make all working drawings on alterations and/or new equipment and systems installed by him which may be necessary or required by the Superintendent, including wiring diagrams and connection diagrams. The drawings, the number of copies and the details to be shown thereon shall be as approved by the Superintendent in advance of their preparation. Before using any working drawings, the Contractor shall submit prints thereof, including the required number of revised prints, until the Superintendent approves the drawings. After approval thereof, no change shall be made thereon unless approved in writing by the Superintendent. Tracing of working drawings shall be delivered to the Superintendent prior to final payment.

d. Service Form

The Contractor's employees shall report to the Superintendent or his designated representative at the start and completion of each maintenance visit and said employees shall keep the Superintendent informed of the work performed by them by furnishing the Superintendent or his representative with a completed Contractor's Service Maintenance Form, the format of which shall be approved by the Superintendent and shall include, in

addition to any other pertinent data, replaced, the specific parts and/or components which were inspected and/or repaired and the employee's names.

A completed copy of the Contractor's Service Maintenance Form shall be attached to and submitted with each of the Contractor's invoices.

e. Replacement of Material, Parts and/or Components

When it becomes necessary for the Contractor to replace any material, parts and/or components during the performance of repair services under this Contract, the Contractor shall first submit to PATH for its approval the name of the item, the identifying number thereof, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor the price that PATH is to be billed therefore. PATH shall have the option of a) approving same; or b) supplying said material, parts and/or components to the Contractor itself provided it is of equal or higher quality to that proposed by the Contractor.

f. Scheduling of Work

The Contractor shall follow the schedule of maintenance for the next contract year as indicated in Appendix B entitled "Roster of Routines," on the month and day stipulated by the Superintendent. This schedule will be submitted to the Contractor a minimum of fourteen (14) days in advance of the scheduled maintenance dates.

The Automated Work Order Tracking System (WOTS) and Maintenance Procedures (MP) are a system of task assignment, reporting, ad control, the purpose of which is to instruct and then codify and report to PATH management the general and specific conditions encountered, the actions taken, and recommendations for subsequent activities. The schedule of task assignment will reflect the schedule of maintenance visits required to be submitted under section (1) above.

The WOTS is used to direct, audit and control the maintenance of the air-handling units at the site of work. The principal components of the WOTS include the roster of routines for Routine and Periodic inspection, maintenance and repair work orders and work orders for Extra Work and Emergency Service Labor work, inspection, maintenance and repair records and Maintenance Procedures (MP). MP's are used as the minimum work required and as a guide in the Contractor's performance of his obligations contained in the Contract Specifications.

g. Personnel Requirements

The Contractor (and any subcontractor) shall furnish competent and adequately trained personnel to perform the work required hereunder. Maintenance, inspection and repair services shall be from technicians, competently supervised, who shall be qualified to keep the air-handling units, as described herein, in a proper state of repair. If, in the opinion of the Superintendent, any employee so assigned is performing his/her functions unsatisfactorily, the Contractor shall take all steps necessary to assure that defective performance is remedied and that all services required are satisfactorily provided.

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

The Contractor shall submit within thirty (30) days after acceptance of his Proposal a list of all staff to be employed at the Facility. The list shall include the following information: the name and address of the employee; their craft/position, all licenses; a brief outline of his experience and/or past employment and other data deemed by the Superintendent to be necessary. The Contractor shall verify all past employment and provide the Superintendent with a copy of such verification upon request. Once approved by the Superintendent, no change may be in the personnel list without the express approval of the Superintendent.

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 PATH.

h. Uniforms

The Contractor shall provide for his personnel all necessary distinctive uniforms with woven identification insignia of a type and style which shall be subject to the prior and continuing approval of the Superintendent, and the Contractor's employees shall wear these uniforms or insignia at all times when performing the operations hereunder. Employees without proper uniforms shall not be permitted to work. The Contractor shall be responsible to ensure that its employees are wearing proper safety steel toe shoes for the task being performed. The Superintendent 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 obligations of the Contractor to perform the work.

i. Recovering/Recycling/Reclaiming Refrigerant

The Contractor shall provide a written plan, for the Superintendent's approval, on recovering, recycling and reclaiming refrigerant.

APPENDIX A
Maintenance Procedures

MAINTENANCE PROCEDURE 1

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for in-line centrifugal pump units: CWP-1 & CWP-2

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Check condition of bearings, for noise and heat

___ Verify correct operation of pump

___ Check for signs of leaks

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature.

Comments: _____
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MAINTENANCE PROCEDURE 2

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for York Chiller Units #1 and #2.
Every Month Except December, January and February

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Check blower impellers for free movement and noise

___ Check condition of bearings, for heat and noise

___ Check belt tension and condition

___ Check pulleys and motor mounts

___ Check compressor oil levels and for oil leakage

___ Verify correct operation of pump

___ Check for any signs of leaks

___ Inspect refrigerant lines

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____
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MAINTENANCE PROCEDURE 3

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MAINTENANCE PROCEDURE 4

WTC – PATH STATION

Semi-Annual Operating Inspection and Maintenance Routine for motor operated dampers:
Units- MOD 1-30, MOD 201-206, MOD 211-222, MOD 101-116, MOD 201-204

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise or excessive vibration

___ Check belts for proper tension and alignment

___ Check proper operation

___ Clean down unit of any dust, dirt, and any other contaminants

___ Check all mechanical connections

___ Check all bearings for noise and heat

___ Ensure that all wiring terminations and connections are secure

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____
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MAINTENANCE PROCEDURE 5

WTC – PATH STATION

Semi-Annual Operating Inspection and Maintenance for smoke damper:

Unit SMD 1-53

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Lubricate as needed as per manufacturers specifications.

___ Check belts for proper tension and alignment

___ Clean down unit as specified by manufacturer

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Check for proper operation

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____

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MAINTENANCE PROCEDURE 6

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for Packaged Air Conditioning units:
Units PAC #'s ACU 1 – ACU 7, ACU 101 – ACU 104, ACU 201, ACU 202

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Check for proper operation, take notes on any conditions that might exist

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____
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MAINTENANCE PROCEDURE 7

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for supply air fans – air handling units:

Units- SAF 1- 12, SAF101, 102, 201, 202, AHU 101, 102, EXF 1 – 6, EXF 101 – 104, 201 & 202, SPF1 – SPF6 & GPF1 – GPF8

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Check for proper operation, take notes on any conditions that might exist

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____

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MAINTENANCE PROCEDURE 8

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for Fan Coil Units:

Units- FCU1 – FCU31

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Wipe down unit

___ Examine unit for leaks

___ Clean up work area

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____

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MAINTENANCE PROCEDURE 9

WTC – PATH STATION

Weekly Operating Inspection and Maintenance Routine for Louvers:

Units- LOUV 201A-206A & LOUV 201B-206B

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Wipe down unit

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____

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MAINTENANCE PROCEDURE 10

WTC – PATH STATION

Monthly Operating Inspection and Maintenance Routine for York Chiller Units:

Units- LOUV 201A-206A & LOUV 201B-206B

Once per month except December, January, and February (9x) Every Year

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival
___ Check Blower Impellers for free movement and cleanliness
___ Check belt tension and condition, change if needed, must change belts a minimum of once ever 12 months.
___ Check condition of bearings
___ Check pulleys and motor mounts
___ Check compressor oil level and oil leakage
___ Verify correct operation of pump
___ Inspect, clean, and maintain all fan coil and coolant system for the chiller
___ Inspect make-up valve for leaks
___ Inspect refrigerant lines
___ Check for moisture in sight glasses
___ Check suction, discharge and head pressure
___ Check hot gas by pass valve and expansion valve
___ Inspect refrigerant level
___ Inspect A/H filter and change as required
___ Check CW flow switch and safety switches for proper operation
___ Check operation refrigerant valves
___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____
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MAINTENANCE PROCEDURE 11

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MAINTENANCE PROCEDURE 12

WTC – PATH STATION

Start up Operating Inspection and Maintenance Routine for Packaged Air Conditioning Units

Units- PAC #'s ACU 1 – ACU 7, ACU 101 – ACU 104, ACU 201, ACU 202

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival
___ Review manufacturer's instructions
___ De-energize, lockout, and tag the electrical circuits
___ Comply with the latest provisions of the clean air act and environmental protection agency (EPA) regulations as they apply to protection of the stratosphere ozone.
___ No intentional venting of refrigerants is permitted during the servicing, maintaining and repair of refrigeration equipment, the refrigerant must be covered
___ Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms
___ Recover, recycle, or reclaim the refrigerant as appropriate
___ If disposal of the equipment items is required, follow regulations concerning removal of refrigerants and disposal of the appliance
___ If materials containing refrigerants are discarded, comply with EPA regulations as applicable
___ Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly
___ Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.
___ Thoroughly inspect and clean interior and exterior of machine, with vacuum cleaner, (remove panels)
___ Clean drain pan and note excessive corrosion, prepare metal and paint as necessary, Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less.
___ Check for refrigerant leaks using a halogen detector or similar testing device. Repair all leaks before recharging units. If leaks cannot be stopped or corrected, immediately report leak to supervisor. Consult the MSDS for disposal requirements. Reclaimed and recycles CFCs are exempt from hazardous waste regulations (consult 40 CFR Part 261)
___ Check refrigerant levels for proper charge and recharge as needed
___ Check condition of cooling and reheat coils. Use fin comb if needed to straighten fins.
___ Check coils, use coil cleaner detergent solution and high pressure water
___ Check belts for wear, adjust tension or alignment, and replace when necessary
___ Drain and clean humidifier drip pan, if applicable. Remove corrosion; prime, and paint as needed
___ Lubricate motor and fan bearings, if not sealed. Check alignment of motor or fan

___ Replace pre-filters if needed. Replace final filters id needed. Check compressor oil level, if compressor has as oil sight glass.

___ Run machine, check action of controls, relays, switches, etc., to see that: (a.) compressor(s) run at proper settings, (b.) reheat coils activate properly, (c.) humidistat activities humidifier, (d.) suction and discharge pressures are proper, (e.) discharge air pressure is set properly.

___ Check and tighten any loose unit electrical terminals, disconnect switches, or connectors

___ Check and adjust vibration eliminators. Replace if required. Remove all trash or debris from work area. Consult the MSDS for proper personal protective equipment (PPE)

___ Visually inspect apparatus for any component failure, noise or excessive vibration

___ Check for proper operation by performing a complete function test, take notes on any conditions that might exist.

___ Lubricate unit as required by manufacturers specifications

___ Check compressor heaters for proper operation

___ Inspect and maintain conditions and settings of panel controls, operating controls, safety controls, thermometers and gauges to insure optimum performances and reliability

___ Inspect, clean, lubricate and adjust (were necessary) all components and moving part of the equipment

___ Perform analysis of equipment performance using readings taken during inspection

___ Inspect and maintain all starter. Check all lugs for tightness and test check that all safety and operating controls are functioning properly.

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature

Comments: _____

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MAINTENANCE PROCEDURE 13

WTC – PATH STATION

Mid Season Inspection and Maintenance Routine for Packaged Air Conditioning Units

Units- PAC #'s ACU 1 – ACU 7, ACU 101 – ACU 104, ACU 201, ACU 202

Once every July

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Review manufacturer's instructions/ follow all mid season procedures

___ De-energize, lockout, and tag the electrical circuits

___ During cooling season when units are fully loaded perform a function test and check for proper superheat and temperature drop across evaporated coil. Provide results to PATH on service form.

___ Wipe down major components and clean up general area.

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 14

WTC – PATH STATION

Shutdown Operating Inspection and Maintenance Routine for Air Conditioning Units:

Units- PAC #'s ACU 1 – ACU 7, ACU 101 – ACU 104, ACU 201, ACU 202

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival
___ Review manufacturer's instructions
___ De-energize, lockout, and tag the electrical circuits
___ Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers.
___ Thoroughly inspect and clean interior and exterior of machine, with vacuum cleaner, (remove panels)
___ Clean drain pan and note excessive corrosion, prepare metal and paint as necessary, Consult the Material Safety Data Sheet (MSDS) to ensure that the paint lead level is 0.06% or less.
___ Check for refrigerant leaks using a halogen detector or similar testing device. Repair all leaks before recharging units. If leaks cannot be stopped or corrected, immediately report leak to supervisor. Consult the MSDS for disposal requirements. Reclaimed and recycles CFCs are exempt from hazardous waste regulations (consult 40 CFR Part 261)
___ Check refrigerant levels for proper charge and recharge as needed
___ Check condition of cooling and reheat coils. Use fin comb if needed to straighten fins.
___ Check coils, use coil cleaner detergent solution and high pressure water
___ Check belts for wear, adjust tension or alignment, and replace when necessary
___ Drain and clean humidifier drip pan, if applicable. Remove corrosion; prime, and paint as needed
___ Lubricate motor and fan bearings, if not sealed. Check alignment of motor or fan
___ Replace pre-filters if needed. Replace final filters id needed. Check compressor oil level, if compressor has as oil sight glass.
___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____
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MAINTENANCE PROCEDURE 15

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MAINTENANCE PROCEDURE 16

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for in-line centrifugal pump Units:

CWP-1 & CWP-2

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival
___ Check that the base bolts are securely fastened.
___ After shutdown, drain pump housing, check suction, discharge and check valve for holding.
___ Remove cover, gland and packing
___ Remove corrosion from impeller shaft and housing cover
___ On pumps with oil ring lubricated bearings, drain oil, flush, and fill with approved oil type to proper level.
___ Inspect water rings, seals, and impeller
___ Clean pump suction strainer, and pump packing water seal filter/strainer
___ Replace packing and reassemble
___ Start and stop pump, noting vibration, pressure and action of check valve
___ Adjust packing
___ Lubricate impeller shaft bearings, taking caution as not to over lubricate
___ Check motor and pump alignment
___ Check drive shaft coupling
___ Clean up work area
___ Verify correct operation of pump
___ Check for signs of leaks
___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

MAINTENANCE PROCEDURE 17

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for Armstrong AX15-V/GLA-S-LP-1 Units:

Routine for Armstrong AX15-V/GLA-S-LP-1 Units EXP-1

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Verify correct operation of pump

___ Verify that tank can hold charge

___ Verify correct operation pressure

___ Check for signs of leaks, correct if any

___ Check for and take action against surface rust and corrosion/scrap, prime and paint

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 18

WTC – PATH STATION

Monthly Operating Inspection and Maintenance Routine for supply air fans – air-handling units – exhaust fans – smoke purge fans – general purge fans

Units- SAF 1- 12, SAF101, 102, 201, 202, AHU 101, 102, EXF 1 – 6, EXF 101 – 104, 201 & 202, SPF1 – SPF6 & GPF1 – GPF8

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Check all mechanical connections and components for proper fit and alignment

___ Check all electrical connections

___ Wipe down all major components

___ Check all belts and adjust for proper alignment and tension

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 19

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for supply air fans – air-handling units – exhaust fans – smoke purge fans – general purge fans:

Units- SAF 1- 12, SAF101, 102, 201, 202, AHU 101, 102, EXF 1 – 6, EXF 101 – 104, 201 & 202, SPF1 – SPF6 & GPF1 – GPF8

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Check all mechanical connections and components for proper fit and alignment

___ Check all electrical connections

___ Replace grease if ports are provided or were necessary

___ Wipe down all major components

___ Change all belts and adjust for proper alignment and tension

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 20

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for Louvers

Units- LOUV 201A-206A & LOUV 201B-206B

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Wipe down unit

___ Apply lubricant to all parts as called for by manufacturer

___ Check for proper operation, take notes on any conditions that might exist

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 21

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for Gravity Ventilators:

Units- GV1-GV6

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Wipe down unit

___ Check for proper operation, take notes on any conditions that might exist

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 22

WTC – PATH STATION

Annual Operating Inspection and Maintenance Routine for Sound Attenuators:

Units- ATT 1 – ATT 12

Once every April

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Wipe down unit

___ Check for proper operation, take notes on any conditions that might exist

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 23

WTC – PATH STATION

Monthly Operating Inspection and Maintenance Routine for Fan Coil Units:

Units- FCU1 – FCU31

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival
___ Visually inspect apparatus for any component failure, noise, or excessive vibration
___ Wipe down unit
___ Check pneumatic actuator strokes properly, correct any sticking valve stems or binding linkage. Replace any diaphragms if necessary
___ Clean and wash permanent filters. Recharge wire mesh filters with oil and replace disposable filters
___ Lubricate fan shaft bearing sparingly, if not sealed
___ Lubricate motor bearing sparingly, if not sealed
___ Clean coils by vacuuming and brushing
___ Use fin comb to straighten coil fins
___ Clean strainers of accumulated dirt
___ Check controls, trap freeze stat, and control-stat for proper operation
___ Clean fan blades and interior surfaces of unit to remove any soil
___ Damp wipe exterior surfaces
___ Clean up work area
___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____
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MAINTENANCE PROCEDURE 24

WTC – PATH STATION

Quarterly Operating Inspection and Maintenance Routine for Filters (replaceable type)

Unit #'s FIL 1 – FIL 12, FIL 101 – FIL 105, FIL 201 & 202

Quarterly (4X) – January, April, July and October

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect apparatus for any component failure, noise, or excessive vibration

___ Dismantle filter components

___ Replace filters and replace any components that are worn

___ Reinstall and clean all components and restore unit back in operation

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____

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MAINTENANCE PROCEDURE 25

WTC – PATH STATION

Weekly Visual Inspection and Maintenance Routine for All HVAC Equipment.

Work Order # _____ Routine # _____ Date _____

Description of work:

___ Report to PATH upon Arrival

___ Visually inspect equipment for any component failure, noise, or excessive vibration

___ Provide report to PATH in writing, advise of repairs/conditions & obtain signature on report

Comments: _____
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APPENDIX B

Roster of Routines

EQUIPMENT				ROUTINE			
WORK ORDER UMBER	EQUIP. RECORD NUMBER	EQUIPMENT DESCRIPTION	AREA & LOCATION	ROUTINE DESCRIPTION	FREQ. & MONTH	MAN HOUR(S) NEEDED	REF. (MPC
1	EXF-1	EXHAUST FAN	RM NP-3 BATTERY ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
2	EXF-1	EXHAUST FAN	RM NP-3 BATTERY ROOM	MONTHLY INSPECTION AND PM	12y	2	18
3	EXF-1	EXHAUST FAN	RM NP-3 BATTERY ROOM	ANNUAL INSPECTION AND PM	1y	2	19
4	EXF-2	EXHAUST FAN	RM NP-6 TOILET EXHAUST	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
5	EXF-2	EXHAUST FAN	RM NP-6 TOILET EXHAUST	MONTHLY INSPECTION AND PM	12y	2	18
6	EXF-2	EXHAUST FAN	RM NP-6 TOILET EXHAUST	ANNUAL INSPECTION AND PM	1y	2	19
7	EXF-3	EXHAUST FAN	RM NP-10 TOILET EXHAUST	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
8	EXF-3	EXHAUST FAN	RM NP-10 TOILET EXHAUST	MONTHLY INSPECTION AND PM	12y	2	18
9	EXF-3	EXHAUST FAN	RM NP-10 TOILET EXHAUST	ANNUAL INSPECTION AND PM	1y	2	19
10	EXF-4	EXHAUST FAN	RM-M-3 UPS BATTERY ROOM MEZZANINE LEVEL ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
11	EXF-4	EXHAUST FAN	RM-M-3 UPS BATTERY ROOM MEZZANINE LEVEL ROOF	MONTHLY INSPECTION AND PM	12y	2	18
12	EXF-4	EXHAUST FAN	RM-M-3 UPS BATTERY ROOM MEZZANINE LEVEL ROOF	ANNUAL INSPECTION AND PM	1y	2	19
13	EXF-5	EXHAUST FAN	RM-M-6 AND M-8 MEZZANINE LEVEL ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
14	EXF-5	EXHAUST FAN	RM-M-6 AND M-8 MEZZANINE LEVEL ROOF	MONTHLY INSPECTION AND PM	12y	2	18
15	EXF-5	EXHAUST FAN	RM-M-6 AND M-8 MEZZANINE LEVEL ROOF	ANNUAL INSPECTION AND PM	1y	2	19
16	EXF-6	EXHAUST FAN	PLATFORM A BEHIND WALL ELEVATOR #4 EXHAUST	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
17	EXF-6	EXHAUST FAN	PLATFORM A BEHIND WALL ELEVATOR #4 EXHAUST	MONTHLY INSPECTION AND PM	12y	2	18
18	EXF-6	EXHAUST FAN	PLATFORM A BEHIND WALL ELEVATOR #4 EXHAUST	ANNUAL INSPECTION AND PM	1y	2	19
19	EXF-7	EXHAUST FAN	RM NP-4 MAIN SIGNAL ROOM PLATFORM A	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
20	EXF-7	EXHAUST FAN	RM NP-4 MAIN SIGNAL ROOM PLATFORM A	MONTHLY INSPECTION AND PM	12y	2	18
21	EXF-7	EXHAUST FAN	RM NP-4 MAIN SIGNAL ROOM PLATFORM A	ANNUAL INSPECTION AND PM	1y	2	19

22	EXF-8	EXHAUST FAN	CONCOURSE WATER METTER ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
23	EXF-8	EXHAUST FAN	CONCOURSE WATER METTER ROOM	MONTHLY INSPECTION AND PM	12y	2	18
24	EXF-8	EXHAUST FAN	CONCOURSE WATER METTER ROOM	ANNUAL INSPECTION AND PM	1y	2	19
25	EXF-9	EXHAUST FAN	RM C-9 ELEVATOR #5 MACHINE ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
26	EXF-9	EXHAUST FAN	RM C-9 ELEVATOR #5 MACHINE ROOM	MONTHLY INSPECTION AND PM	12y	2	18
27	EXF-9	EXHAUST FAN	RM C-9 ELEVATOR #5 MACHINE ROOM	ANNUAL INSPECTION AND PM	1y	2	19
28	EXF-101	EXHAUST FAN	SUBSTATION ROOF COMMUNICATION ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
29	EXF-101	EXHAUST FAN	SUBSTATION ROOF COMMUNICATION ROOM	MONTHLY INSPECTION AND PM	12y	2	18
30	EXF-101	EXHAUST FAN	SUBSTATION ROOF COMMUNICATION ROOM	ANNUAL INSPECTION AND PM	1y	2	19
31	EXF-102	EXHAUST FAN	SUBSTATION ROOF BATTERY ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
32	EXF-102	EXHAUST FAN	SUBSTATION ROOF BATTERY ROOM	MONTHLY INSPECTION AND PM	12y	2	18
33	EXF-102	EXHAUST FAN	SUBSTATION ROOF BATTERY ROOM	ANNUAL INSPECTION AND PM	1y	2	19
34	EXF-103	EXHAUST FAN	SUBSTATION ROOF TOILET EXHAUST	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
35	EXF-103	EXHAUST FAN	SUBSTATION ROOF TOILET EXHAUST	MONTHLY INSPECTION AND PM	12y	2	18
36	EXF-103	EXHAUST FAN	SUBSTATION ROOF TOILET EXHAUST	ANNUAL INSPECTION AND PM	1y	2	19
37	EXF-104	EXHAUST FAN	SUBSTATION ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
38	EXF-104	EXHAUST FAN	SUBSTATION ROOF	MONTHLY INSPECTION AND PM	12y	2	18
39	EXF-104	EXHAUST FAN	SUBSTATION ROOF	ANNUAL INSPECTION AND PM	1y	2	19
40	EXF-105	EXHAUST FAN	CONCOURSE	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
41	EXF-105	EXHAUST FAN	CONCOURSE	MONTHLY INSPECTION AND PM	12y	2	18
42	EXF-105	EXHAUST FAN	CONCOURSE	ANNUAL INSPECTION AND PM	1y	2	19
43	EXF-106	EXHAUST FAN	CONCOURSE ESCALATOR MACHINE ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
44	EXF-106	EXHAUST FAN	CONCOURSE ESCALATOR MACHINE ROOM	MONTHLY INSPECTION AND PM	12y	2	18

45	EXF-106	EXHAUST FAN	CONCOURSE ESCALATOR MACHINE ROOM	ANNUAL INSPECTION AND PM	1y	2	19
46	EXF-107	EXHAUST FAN	CONCOURSE	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
47	EXF-107	EXHAUST FAN	CONCOURSE	MONTHLY INSPECTION AND PM	12y	2	18
48	EXF-107	EXHAUST FAN	CONCOURSE	ANNUAL INSPECTION AND PM	1y	2	19
49	EXF-201	EXHAUST FAN	SOUTH PROJECTION SIGNAL ROOM F	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
50	EXF-201	EXHAUST FAN	SOUTH PROJECTION SIGNAL ROOM F	MONTHLY INSPECTION AND PM	12y	2	18
51	EXF-201	EXHAUST FAN	SOUTH PROJECTION SIGNAL ROOM F	ANNUAL INSPECTION AND PM	1y	2	19
52	EXF-202	EXHAUST FAN	NORTH PROJECTION SIGNAL ROOM E	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
53	EXF-202	EXHAUST FAN	NORTH PROJECTION SIGNAL ROOM E	MONTHLY INSPECTION AND PM	12y	2	18
54	EXF-202	EXHAUST FAN	NORTH PROJECTION SIGNAL ROOM E	ANNUAL INSPECTION AND PM	1y	2	19
55	SAF-1	SUPPLY AIR FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
56	SAF-1	SUPPLY AIR FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	MONTHLY INSPECTION AND PM	12y	2	18
57	SAF-1	SUPPLY AIR FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	ANNUAL INSPECTION AND PM	1y	2	19
58	SAF-2	SUPPLY AIR FAN	MEZZANINE EMPLOYEE BOX AREA ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
59	SAF-2	SUPPLY AIR FAN	MEZZANINE EMPLOYEE BOX AREA ROOF	MONTHLY INSPECTION AND PM	12y	2	18
60	SAF-2	SUPPLY AIR FAN	MEZZANINE EMPLOYEE BOX AREA ROOF	ANNUAL INSPECTION AND PM	1y	2	19
61	SAF-3	SUPPLY AIR FAN	PLATFORM A NORTH NP 12 ELECTRICAL CLOSET	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
62	SAF-3	SUPPLY AIR FAN	PLATFORM A NORTH NP 12 ELECTRICAL CLOSET	MONTHLY INSPECTION AND PM	12y	2	18
63	SAF-3	SUPPLY AIR FAN	PLATFORM A NORTH NP 12 ELECTRICAL CLOSET	ANNUAL INSPECTION AND PM	1y	2	19
64	SAF-4	SUPPLY AIR FAN	PLATFORM B NORTH NP 26 CABLE SPUCE ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
65	SAF-4	SUPPLY AIR FAN	PLATFORM B NORTH NP 26 CABLE SPUCE ROOM	MONTHLY INSPECTION AND PM	12y	2	18
66	SAF-4	SUPPLY AIR FAN	PLATFORM B NORTH NP 26 CABLE SPUCE ROOM	ANNUAL INSPECTION AND PM	1y	2	19
67	SAF-5	SUPPLY AIR FAN	PLATFORM C NORTH ELECTRICAL CABLE SPUCE RM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7

68	SAF-5	SUPPLY AIR FAN	PLATFORM C NORTH ELECTRICAL CABLE SPUCE RM	MONTHLY INSPECTION AND PM	12y	2	18
69	SAF-5	SUPPLY AIR FAN	PLATFORM C NORTH ELECTRICAL CABLE SPUCE RM	ANNUAL INSPECTION AND PM	1y	2	19
70	SAF-6	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
71	SAF-6	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	MONTHLY INSPECTION AND PM	12y	2	18
72	SAF-6	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	ANNUAL INSPECTION AND PM	1y	2	19
73	SAF-7	SUPPLY AIR FAN	PLATFORM B SOUTH ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
74	SAF-7	SUPPLY AIR FAN	PLATFORM B SOUTH ROOF	MONTHLY INSPECTION AND PM	12y	2	18
75	SAF-7	SUPPLY AIR FAN	PLATFORM B SOUTH ROOF	ANNUAL INSPECTION AND PM	1y	2	19
76	SAF-8	SUPPLY AIR FAN	PLATFORM C SOUTH ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
77	SAF-8	SUPPLY AIR FAN	PLATFORM C SOUTH ROOF	MONTHLY INSPECTION AND PM	12y	2	18
78	SAF-8	SUPPLY AIR FAN	PLATFORM C SOUTH ROOF	ANNUAL INSPECTION AND PM	1y	2	19
79	SAF-9	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
80	SAF-9	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	MONTHLY INSPECTION AND PM	12y	2	18
81	SAF-9	SUPPLY AIR FAN	PLATFORM A SOUTH ROOF	ANNUAL INSPECTION AND PM	1y	2	19
82	SAF-10	SUPPLY AIR FAN	PLATFORM B SP-25	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
83	SAF-10	SUPPLY AIR FAN	PLATFORM B SP-25	MONTHLY INSPECTION AND PM	12y	2	18
84	SAF-10	SUPPLY AIR FAN	PLATFORM B SP-25	ANNUAL INSPECTION AND PM	1y	2	19
85	SAF-11	SUPPLY AIR FAN	PLATFORM C SP-46	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
86	SAF-11	SUPPLY AIR FAN	PLATFORM C SP-46	MONTHLY INSPECTION AND PM	12y	2	18
87	SAF-11	SUPPLY AIR FAN	PLATFORM C SP-46	ANNUAL INSPECTION AND PM	1y	2	19
88	SAF-12	SUPPLY AIR FAN	CONCOURSE LEVEL ELECTRICAL CLOSET	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
89	SAF-12	SUPPLY AIR FAN	CONCOURSE LEVEL ELECTRICAL CLOSET	MONTHLY INSPECTION AND PM	12y	2	18
90	SAF-12	SUPPLY AIR FAN	CONCOURSE LEVEL ELECTRICAL CLOSET	ANNUAL INSPECTION AND PM	1y	2	19

91	SAF-13	SUPPLY AIR FAN	COUNCOURSE WATER METER ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
92	SAF-13	SUPPLY AIR FAN	COUNCOURSE WATER METER ROOM	MONTHLY INSPECTION AND PM	12y	2	18
93	SAF-13	SUPPLY AIR FAN	COUNCOURSE WATER METER ROOM	ANNUAL INSPECTION AND PM	1y	2	19
94	SAF-14	SUPPLY AIR FAN LOW SPEED	CONCOURSE UNDER STAIRS	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
95	SAF-14	SUPPLY AIR FAN LOW SPEED	CONCOURSE UNDER STAIRS	MONTHLY INSPECTION AND PM	12y	2	18
96	SAF-14	SUPPLY AIR FAN LOW SPEED	CONCOURSE UNDER STAIRS	ANNUAL INSPECTION AND PM	1y	2	19
97	SAF-15	SUPPLY AIR FAN HIGH SPEED	CONCOURSE UNDER STAIRS	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
98	SAF-15	SUPPLY AIR FAN HIGH SPEED	CONCOURSE UNDER STAIRS	MONTHLY INSPECTION AND PM	12y	2	18
99	SAF-15	SUPPLY AIR FAN HIGH SPEED	CONCOURSE UNDER STAIRS	ANNUAL INSPECTION AND PM	1y	2	19
100	SAF-101	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
101	SAF-101	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	MONTHLY INSPECTION AND PM	12y	2	18
102	SAF-101	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	ANNUAL INSPECTION AND PM	1y	2	19
103	SAF-102	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
104	SAF-102	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	MONTHLY INSPECTION AND PM	12y	2	18
105	SAF-102	SUPPLY AIR FAN HIGH SPEED	SUBSTATION ROOF	ANNUAL INSPECTION AND PM	1y	2	19
106	SAF-201	SUPPLY AIR FAN HIGH SPEED	SOUTH PROJECTION SIGNAL ROOM F	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
107	SAF-201	SUPPLY AIR FAN HIGH SPEED	SOUTH PROJECTION SIGNAL ROOM F	MONTHLY INSPECTION AND PM	12y	2	18
108	SAF-201	SUPPLY AIR FAN HIGH SPEED	SOUTH PROJECTION SIGNAL ROOM F	ANNUAL INSPECTION AND PM	1y	2	19
109	SAF-202	SUPPLY AIR FAN HIGH SPEED	NORTH PROJECTION SIGNAL ROOM E	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
110	SAF-202	SUPPLY AIR FAN HIGH SPEED	NORTH PROJECTION SIGNAL ROOM E	MONTHLY INSPECTION AND PM	12y	2	18
111	SAF-202	SUPPLY AIR FAN HIGH SPEED	NORTH PROJECTION SIGNAL ROOM E	ANNUAL INSPECTION AND PM	1y	2	19
112	GPF-1	GENERAL PURGE FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
113	GPF-1	GENERAL PURGE FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	MONTHLY INSPECTION AND PM	12y	2	18

114	GPF-1	GENERAL PURGE FAN	CONCOURSE CEILING ADJACENT TO R TRAIN	ANNUAL INSPECTION AND PM	1y	2	19
115	GPF-2	GENERAL PURGE FAN	MEZZANINE LEVEL EMPLOYEE AREA ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
116	GPF-2	GENERAL PURGE FAN	MEZZANINE LEVEL EMPLOYEE AREA ROOF	MONTHLY INSPECTION AND PM	12y	2	18
117	GPF-2	GENERAL PURGE FAN	MEZZANINE LEVEL EMPLOYEE AREA ROOF	ANNUAL INSPECTION AND PM	1y	2	19
118	GPF-3	GENERAL PURGE FAN	PLATFORM A NORTH ELECTRICAL CLOSET	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
119	GPF-3	GENERAL PURGE FAN	PLATFORM A NORTH ELECTRICAL CLOSET	MONTHLY INSPECTION AND PM	12y	2	18
120	GPF-3	GENERAL PURGE FAN	PLATFORM A NORTH ELECTRICAL CLOSET	ANNUAL INSPECTION AND PM	1y	2	19
121	GPF-4	GENERAL PURGE FAN	PLATFORM B NORTH NP-26	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
122	GPF-4	GENERAL PURGE FAN	PLATFORM B NORTH NP-27	MONTHLY INSPECTION AND PM	12y	2	18
123	GPF-4	GENERAL PURGE FAN	PLATFORM B NORTH NP-28	ANNUAL INSPECTION AND PM	1y	2	19
124	GPF-5	GENERAL PURGE FAN	PLATFORM C ELECTRICAL CABLE SPRUCE RM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
125	GPF-5	GENERAL PURGE FAN	PLATFORM C ELECTRICAL CABLE SPRUCE RM	MONTHLY INSPECTION AND PM	12y	2	18
126	GPF-5	GENERAL PURGE FAN	PLATFORM C ELECTRICAL CABLE SPRUCE RM	ANNUAL INSPECTION AND PM	1y	2	19
127	GPF-6	GENERAL PURGE FAN	PLATFORM A SOUTH ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
128	GPF-6	GENERAL PURGE FAN	PLATFORM A SOUTH ROOM	MONTHLY INSPECTION AND PM	12y	2	18
129	GPF-6	GENERAL PURGE FAN	PLATFORM A SOUTH ROOM	ANNUAL INSPECTION AND PM	1y	2	19
130	GPF-7	GENERAL PURGE FAN	PLATFORM B SOUTH ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
131	GPF-7	GENERAL PURGE FAN	PLATFORM B SOUTH ROOM	MONTHLY INSPECTION AND PM	12y	2	18
132	GPF-7	GENERAL PURGE FAN	PLATFORM B SOUTH ROOM	ANNUAL INSPECTION AND PM	1y	2	19
133	GPF-8	GENERAL PURGE FAN	PLATFORM C SOUTH ROOM	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
134	GPF-8	GENERAL PURGE FAN	PLATFORM C SOUTH ROOM	MONTHLY INSPECTION AND PM	12y	2	18
135	GPF-8	GENERAL PURGE FAN	PLATFORM C SOUTH ROOM	ANNUAL INSPECTION AND PM	1y	2	19
136	SPF-1	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7

137	SPF-1	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
138	SPF-1	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
139	SPF-2	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
140	SPF-2	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
141	SPF-2	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
142	SPF-3	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
143	SPF-3	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
144	SPF-3	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
145	SPF-4	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
146	SPF-4	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
147	SPF-4	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
148	SPF-5	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
149	SPF-5	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
150	SPF-5	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
151	SPF-6	SMOKE PURGE FAN	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIP.	1w	2	7
152	SPF-6	SMOKE PURGE FAN	MEZZANINE ROOF	MONTHLY INSPECTION AND PM	12y	2	18
153	SPF-6	SMOKE PURGE FAN	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	19
154	GV-1	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
155	GV-2	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
156	GV-3	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
157	GV-4	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
158	GV-5	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
159	GV-6	GRAVITY VENTILATOR	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21

160	GV-101	GRAVITY VENTILATOR	SUBSTATION ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	21
161	CH-1	CHILLER	MEZZANINE ROOF	START-UP	1y	2	12
162	CH-1	CHILLER	MEZZANINE ROOF	WEEKLY OPERATING INSPECTION AND MAINTENANCE	1w	2	2
163	CH-1	CHILLER	MEZZANINE ROOF	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	10
164	CH-1	CHILLER	MEZZANINE ROOF	SHUTDOWN	1y	2	14
165	CH-2	CHILLER	MEZZANINE ROOF	START-UP	1y	2	12
166	CH-2	CHILLER	MEZZANINE ROOF	WEEKLY OPERATING INSPECTION AND MAINTENANCE	1w	2	2
167	CH-2	CHILLER	MEZZANINE ROOF	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	10
168	CH-2	CHILLER	MEZZANINE ROOF	SHUTDOWN	1y	2	14
169	PMP-1	PUMP	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIPMENT	1w	2	1
170	PMP-1	PUMP	MEZZANINE ROOF	MONTHLY OPERATING INSPECTION AND MAINTENANCE	1y	2	16
171	PMP-2	PUMP	MEZZANINE ROOF	WEEKLY VISUAL INSPECTION OF EQUIPMENT	1w	2	1
172	PMP-2	PUMP	MEZZANINE ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	16
173	EV-1	EXPANSION VESSEL	MEZZANINE ROOF AND RM M-12	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	17
174	AHU-101	AIR HANDLER UNIT	SUBSTATION ROOF	WEEKLY VISUAL INSPECTION OF EQUIPMENT	1w	2	7
175	AHU-101	AIR HANDLER UNIT	SUBSTATION ROOF	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	18
176	AHU-101	AIR HANDLER UNIT	SUBSTATION ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	19
177	AHU-102	AIR HANDLER UNIT	SUBSTATION ROOF	WEEKLY VISUAL INSPECTION OF EQUIPMENT	1w	2	7
178	AHU-102	AIR HANDLER UNIT	SUBSTATION ROOF	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	18
179	AHU-102	AIR HANDLER UNIT	SUBSTATION ROOF	ANNUAL OPERATING INSPECTION AND MAINTENANCE	1y	2	19
180	PAC-1	PACKAGE AIR CONDITIONER	PLATFORM B SOUTH ROOF	START-UP	1y	2	12
181	PAC-1	PACKAGE AIR CONDITIONER	PLATFORM B SOUTH ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
182	PAC-1	PACKAGE AIR CONDITIONER	PLATFORM B SOUTH ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13

183	PAC-1	PACKAGE AIR CONDITIONER	PLATFORM B SOUTH ROOF	SHUTDOWN	1y	2	14
184	PAC-2	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	START-UP	1y	2	12
185	PAC-2	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
186	PAC-2	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
187	PAC-2	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	SHUTDOWN	1y	2	14
188	PAC-3	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	START-UP	1y	2	12
189	PAC-3	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
190	PAC-3	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
191	PAC-3	PACKAGE AIR CONDITIONER	PLATFORM C SOUTH ROOF	SHUTDOWN	1y	2	14
192	ACU-4	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	START-UP	1y	2	12
193	ACU-4	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
194	ACU-4	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
195	ACU-4	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	SHUTDOWN	1y	2	14
196	ACU-5	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	START-UP	1y	2	12
197	ACU-5	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
198	ACU-5	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
199	ACU-5	AIR CONDITIONING UNIT	CONCOURSE C-6 NYTP COMMUNICATION C-5	SHUTDOWN	1y	2	14
200	ACU-7	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	START-UP	1y	2	12
201	ACU-7	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
202	ACU-7	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
203	ACU-7	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	SHUTDOWN	1y	2	14
204	ACU-8	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	START-UP	1y	2	12
205	ACU-8	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6

206	ACU-8	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
207	ACU-8	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-20 COMMUNICATION RADIO RM	SHUTDOWN	1y	2	14
208	ACU-9	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-21 ELECTRICAL CLOSET	START-UP	1y	2	12
209	ACU-9	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-21 ELECTRICAL CLOSET	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
210	ACU-9	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-21 ELECTRICAL CLOSET	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
211	ACU-9	AIR CONDITIONING UNIT	PLATFORM B NORTH NP-21 ELECTRICAL CLOSET	SHUTDOWN	1y	2	14
212	ACU-101	AIR CONDITIONING UNIT	SUBSTATION ROOF	START-UP	1y	2	12
213	ACU-101	AIR CONDITIONING UNIT	SUBSTATION ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
214	ACU-101	AIR CONDITIONING UNIT	SUBSTATION ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
215	ACU-101	AIR CONDITIONING UNIT	SUBSTATION ROOF	SHUTDOWN	1y	2	14
216	ACU-102	AIR CONDITIONING UNIT	SUBSTATION ROOF	START-UP	1y	2	12
217	ACU-102	AIR CONDITIONING UNIT	SUBSTATION ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
218	ACU-102	AIR CONDITIONING UNIT	SUBSTATION ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
219	ACU-102	AIR CONDITIONING UNIT	SUBSTATION ROOF	SHUTDOWN	1y	2	14
220	ACU-103	AIR CONDITIONING UNIT	SUBSTATION ROOF	START-UP	1y	2	12
221	ACU-103	AIR CONDITIONING UNIT	SUBSTATION ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
222	ACU-103	AIR CONDITIONING UNIT	SUBSTATION ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
223	ACU-103	AIR CONDITIONING UNIT	SUBSTATION ROOF	SHUTDOWN	1y	2	14
224	ACU-104	AIR CONDITIONING UNIT	SUBSTATION ROOF	START-UP	1y	2	12
225	ACU-104	AIR CONDITIONING UNIT	SUBSTATION ROOF	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
226	ACU-104	AIR CONDITIONING UNIT	SUBSTATION ROOF	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
227	ACU-104	AIR CONDITIONING UNIT	SUBSTATION ROOF	SHUTDOWN	1y	2	14
228	ACU-201	AIR CONDITIONING UNIT	SOUTH PROJECTION SIGNAL ROOM F	START-UP	1y	2	12

229	ACU-201	AIR CONDITIONING UNIT	SOUTH PROJECTION SIGNAL ROOM F	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
230	ACU-201	AIR CONDITIONING UNIT	SOUTH PROJECTION SIGNAL ROOM F	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
231	ACU-201	AIR CONDITIONING UNIT	SOUTH PROJECTION SIGNAL ROOM F	SHUTDOWN	1y	2	14
232	ACU-202	AIR CONDITIONING UNIT	NORTH PROJECTION SIGNAL ROOM E	START-UP	1y	2	12
233	ACU-202	AIR CONDITIONING UNIT	NORTH PROJECTION SIGNAL ROOM E	WEEKLY INSPECTION AND MAINTENANCE	1w	2	6
234	ACU-202	AIR CONDITIONING UNIT	NORTH PROJECTION SIGNAL ROOM E	MID-SEASON OPERATING INSPECTION AND MAINTENANCE	1y	2	13
235	ACU-202	AIR CONDITIONING UNIT	NORTH PROJECTION SIGNAL ROOM E	SHUTDOWN	1y	2	14
236	FCU-1	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - ELECTRICAL CLOSET	WEEKLY OPERATING INSPECTION	1w	2	8
237	FCU-1	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - ELECTRICAL CLOSET	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
238	FCU-2	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-2 UPS ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
239	FCU-2	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-2 UPS ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
240	FCU-3	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-2 UPS ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
241	FCU-3	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-2 UPS ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
242	FCU-4	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-3 UPS BATTERY RM	WEEKLY OPERATING INSPECTION	1w	2	8
243	FCU-4	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-3 UPS BATTERY RM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
244	FCU-5	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-4 COMMUNICATION	WEEKLY OPERATING INSPECTION	1w	2	8
245	FCU-5	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-4 COMMUNICATION	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
246	FCU-6	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-4 COMMUNICATION	WEEKLY OPERATING INSPECTION	1w	2	8
247	FCU-6	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-4 COMMUNICATION	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
248	FCU-8	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-7 POLICE	WEEKLY OPERATING INSPECTION	1w	2	8
249	FCU-8	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-7 POLICE	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
250	FCU-9	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-9 POLICE RESERVE	WEEKLY OPERATING INSPECTION	1w	2	8
251	FCU-9	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-9 POLICE RESERVE	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23

252	FCU-10	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-13 ESC. MECHANIC	WEEKLY OPERATING INSPECTION	1w	2	8
253	FCU-10	FAN COIL UNIT	MEZZANINE LEVEL EMP. AREA ROOF - M-13 ESC. MECHANIC	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
254	FCU-11	FAN COIL UNIT	M-14 TURNSTILE MECHANIC ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
255	FCU-11	FAN COIL UNIT	M-14 TURNSTILE MECHANIC ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
256	FCU-12	FAN COIL UNIT	M-15 FARE COLLECTION ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
257	FCU-12	FAN COIL UNIT	M-15 FARE COLLECTION ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
258	FCU-14	FAN COIL UNIT	M-16 FARE COLLECTION GF1	WEEKLY OPERATING INSPECTION	1w	2	8
259	FCU-14	FAN COIL UNIT	M-16 FARE COLLECTION GF2	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
260	FCU-16	FAN COIL UNIT	PLATFORM A NORTH MAIN SIGNAL EQUIPMENT ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
261	FCU-16	FAN COIL UNIT	PLATFORM A NORTH MAIN SIGNAL EQUIPMENT ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
262	FCU-17	FAN COIL UNIT	PLATFORM A NORTH NP-2 MAIN SIGNAL ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
263	FCU-17	FAN COIL UNIT	PLATFORM A NORTH NP-2 MAIN SIGNAL ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
264	FCU-19	FAN COIL UNIT	PLATFORM A NORTH NP-3 BATTERY STORAGE ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
265	FCU-19	FAN COIL UNIT	PLATFORM A NORTH NP-3 BATTERY STORAGE ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
266	FCU-20	FAN COIL UNIT	PLATFORM A NORTH NP-4 SIGNAL OFFICE	WEEKLY OPERATING INSPECTION	1w	2	8
267	FCU-20	FAN COIL UNIT	PLATFORM A NORTH NP-4 SIGNAL OFFICE	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
268	FCU-21	FAN COIL UNIT	PLATFORM A NORTH NP-5&6 MALE LOCKER ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
269	FCU-21	FAN COIL UNIT	PLATFORM A NORTH NP-5&6 MALE LOCKER ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
270	FCU-23	FAN COIL UNIT	PLATFORM A NORTH NP-9&10 FEMALE LOCKER ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
271	FCU-23	FAN COIL UNIT	PLATFORM A NORTH NP-9&10 FEMALE LOCKER ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
272	FCU-24	FAN COIL UNIT	PLATFORM A NORTH NP-11 LUNCHROOM	WEEKLY OPERATING INSPECTION	1w	2	8
273	FCU-24	FAN COIL UNIT	PLATFORM A NORTH NP-11 LUNCHROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
274	FCU-28	FAN COIL UNIT	PLATFORM B NORTH NP-24 CREW READY ROOM	WEEKLY OPERATING INSPECTION	1w	2	8

275	FCU-28	FAN COIL UNIT	PLATFORM B NORTH NP-24 CREW READY ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
276	FCU-29	FAN COIL UNIT	PLATFORM B NORTH NP-25 TRAIN DISPATCHERS OFFICE	WEEKLY OPERATING INSPECTION	1w	2	8
277	FCU-29	FAN COIL UNIT	PLATFORM B NORTH NP-25 TRAIN DISPATCHERS OFFICE	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
278	FCU-30	FAN COIL UNIT	PLATFORM C NORTH NP-44 SANITATION OFFICE	WEEKLY OPERATING INSPECTION	1w	2	8
279	FCU-30	FAN COIL UNIT	PLATFORM C NORTH NP-44 SANITATION OFFICE	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
280	FCU-31	FAN COIL UNIT	PLATFORM C NORTH NP-45 CED ROOM	WEEKLY OPERATING INSPECTION	1w	2	8
281	FCU-31	FAN COIL UNIT	PLATFORM C NORTH NP-45 CED ROOM	MONTHLY OPERATING INSPECTION AND MAINTENANCE	12y	2	23
282	LOUV-1	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
283	LOUV-1	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
284	LOUV-2	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
285	LOUV-2	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
286	LOUV-3	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
287	LOUV-3	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
288	LOUV-4	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
289	LOUV-4	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
290	LOUV-5	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
291	LOUV-5	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
292	LOUV-6	LOUVRE	MEZZANINE ROOF	WEEKLY VISUAL INSP. OF EQUIPMENT	1w	2	9
293	LOUV-6	LOUVRE	MEZZANINE ROOF	ANNUAL INSPECTION AND PM	1y	2	20
294	SMD-1	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-2 MAIN SIGNAL ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
295	SMD-2	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-4 SIGNALS OFFICE	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
296	SMD-3	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-5&6 MALE LOCKER ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
297	SMD-4	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-7 POSTER STORAGE ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5

298	SMD-5	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-9 FEMALE LOCKER ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
299	SMD-6	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-11 LUNCHROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
300	SMD-7	SMOKE MOTORIZED DAMPER	PLATFORM B NORTH NP-12 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
301	SMD-8	SMOKE MOTORIZED DAMPER	PLATFORM A NORTH NP-1 MAIN SIGNAL ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
302	SMD-9	SMOKE MOTORIZED DAMPER	PLATFORM B NORTH NP-20 RADIO ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
303	SMD-10	SMOKE MOTORIZED DAMPER	PLATFORM B NORTH NP-21 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
304	SMD-11	SMOKE MOTORIZED DAMPER	PLATFORM B NORTH NP-23 COIN VAULT ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
305	SMD-12	SMOKE MOTORIZED DAMPER	PLATFORM B NORTH NP-24 CREW READY ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
306	SMD-13	SMOKE MOTORIZED DAMPER	PLATFORM C NORTH CABLE SPLICE ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
307	SMD-14	SMOKE MOTORIZED DAMPER	PLATFORM C NORTH NP-43 COMMUNICATION ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
308	SMD-15	SMOKE MOTORIZED DAMPER	PLATFORM C NORTH NP-44 SANITATION OFFICE	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
309	SMD-16	SMOKE MOTORIZED DAMPER	PLATFORM C NORTH NP-45 CED ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
310	SMD-17	SMOKE MOTORIZED DAMPER	MEZZANINE M-1 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
311	SMD-18	SMOKE MOTORIZED DAMPER	MEZZANINE M-2 UPS ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
312	SMD-19	SMOKE MOTORIZED DAMPER	MEZZANINE M-4 COMMUNICATIONS ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
313	SMD-20	SMOKE MOTORIZED DAMPER	MEZZANINE M-6 BATHROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
314	SMD-22	SMOKE MOTORIZED DAMPER	MEZZANINE M-7 POLICE EMERGENCY	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
315	SMD-23	SMOKE MOTORIZED DAMPER	MEZZANINE M-9 POLICE RESERVE	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
316	SMD-24	SMOKE MOTORIZED DAMPER	MEZZANINE M-11 BROCHURE ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
317	SMD-25	SMOKE MOTORIZED DAMPER	MEZZANINE M-12 JANITORS CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
318	SMD-26	SMOKE MOTORIZED DAMPER	MEZZANINE M-13 ESCALATOR MECH. ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
319	SMD-27	SMOKE MOTORIZED DAMPER	MEZZANINE M-14 TURNSTILE MECHANIC	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
320	SMD-28	SMOKE MOTORIZED DAMPER	MEZZANINE M-15 FARE COLLECTIOM CUBIC	SEMI-ANNUAL INSPECTION AND PM	2y	2	5

321	SMD-29	SMOKE MOTORIZED DAMPER	MEZZANINE M-16 FARE COLLECTIOM GFI	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
322	SMD-30	SMOKE MOTORIZED DAMPER	NORTH PLATFORM B NP-25 TRAIN DISPATCHER ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
323	SMD-31	SMOKE MOTORIZED DAMPER	MEZZANINE M-17 SCRUB MACHINE ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
324	SMD-32	SMOKE MOTORIZED DAMPER	SP-5 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
325	SMD-33	SMOKE MOTORIZED DAMPER	SP-3 CED MOP ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
326	SMD-34	SMOKE MOTORIZED DAMPER	SP-2 JANITORS CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
327	SMD-35	SMOKE MOTORIZED DAMPER	SP-1 ELEVATOR EQUIPMENT ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
328	SMD-36	SMOKE MOTORIZED DAMPER	SP-25 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
329	SMD-37	SMOKE MOTORIZED DAMPER	SP-24 STATION FIELD SHOP	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
330	SMD-38	SMOKE MOTORIZED DAMPER	SP-23 JANITORS CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
331	SMD-39	SMOKE MOTORIZED DAMPER	SP-21 CED MOP ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
332	SMD-40	SMOKE MOTORIZED DAMPER	SP-20 ELEVATOR EQUIPMENT ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
333	SMD-41	SMOKE MOTORIZED DAMPER	SP-46 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
334	SMD-42	SMOKE MOTORIZED DAMPER	SP-45 ELECTRICAL SHOP	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
335	SMD-43	SMOKE MOTORIZED DAMPER	SP-44 SANITATION LOCKER ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
336	SMD-44	SMOKE MOTORIZED DAMPER	SP-42 JANITORS CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
337	SMD-45	SMOKE MOTORIZED DAMPER	SP-41 CAR EQUIPMENT MOP SINK	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
338	SMD-46	SMOKE MOTORIZED DAMPER	SP-40 ELEVATOR EQUIPMENT ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
339	SMD-47	SMOKE MOTORIZED DAMPER	C-6 NYTP	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
340	SMD-48	SMOKE MOTORIZED DAMPER	C-6 NYTP	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
341	SMD-49	SMOKE MOTORIZED DAMPER	C-5 COMMUNICATIONS ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
342	SMD-50	SMOKE MOTORIZED DAMPER	C-4 ELEVATOR MACHINE ROOM	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
343	SMD-51	SMOKE MOTORIZED DAMPER	C-3 JANITORS CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5

344	SMD-52	SMOKE MOTORIZED DAMPER	C-2 ELECTRICAL CLOSET	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
345	SMD-53	SMOKE MOTORIZED DAMPER	C-1 WATERMETER BACKFLOW PREV.	SEMI-ANNUAL INSPECTION AND PM	2y	2	5
346	MD-1	MOTORIZED DAMPER ON SPF-1	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
347	MD-2	MOTORIZED DAMPER ON SPF-2	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
348	MD-3	MOTORIZED DAMPER ON SPF-3	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
349	MD-4	MOTORIZED DAMPER ON SPF-4	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
350	MD-5	MOTORIZED DAMPER ON SPF-5	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
351	MD-6	MOTORIZED DAMPER ON SPF-6	MEZZANINE ROOF	SEMI-ANNUAL INSPECTION AND PM	2y	2	4
352	FILT-1	FILTERS	SUBSTATION ROOF	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
353	FILT-2	FILTERS	PLATFORM A SOUTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
354	FILT-3	FILTERS	PLATFORM B SOUTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
355	FILT-4	FILTERS	PLATFORM C SOUTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
356	FILT-5	FILTERS	PLATFORM A NORTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
357	FILT-6	FILTERS	PLATFORM B NORTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
358	FILT-7	FILTERS	PLATFORM C NORTH	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
359	FILT-8	FILTERS	MEZZANINE ROOF	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
360	FILT-9	FILTERS	CONCOURSE	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
361	FILT-10	FILTERS	NORTH PROJECTION ROOM	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
362	FILT-11	FILTERS	SOUTH PROJECTION ROOM	QUARTERLY REPLACEMENT OF FILTERS	4y	16	24
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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

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

2. **Contractor Not An Agent**

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

3. **Contractor's Warranties**

The Contractor represents and warrants:

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

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

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

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

The Contractor further recognizes that the provisions of this numbered clause (though not only such

provisions) are essential to PATH's consent to enter into this Contract and that without such provisions, PATH would not have entered into this Contract.

4. **Personal Non-Liability**

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

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

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of PATH**

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

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

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

8. **Submission To Jurisdiction**

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of PATH, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of PATH's interest herein;

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

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

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

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

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

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

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

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

e. No payment by PATH of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by PATH shall be deemed to be a waiver of the right of PATH to terminate this Contract or of any other right or remedies to which PATH may be entitled because of any breach thereof. No waiver by PATH of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by PATH of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract PATH may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from PATH shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that PATH shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude PATH from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between PATH or the Port Authority and the Contractor (including its obligation to PATH or the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with PATH or the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between PATH or the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between PATH or the Port Authority and the Contractor or if in the opinion of PATH any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as PATH may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as PATH may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by PATH to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that PATH does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of PATH to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by PATH shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such

interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If PATH has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse PATH, or if PATH is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to PATH the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of PATH's statement therefore. PATH may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If PATH pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to PATH any such amount promptly upon receipt of PATH's statement therefore.

k. PATH shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by PATH 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, PATH'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 PATH 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 PATH will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Superintendent/Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by PATH to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Superintendent/Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Superintendent/Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of PATH will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided PATH has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay PATH that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by PATH which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of PATH and shall conduct operations hereunder in a courteous, efficient and safe manner.

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

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of PATH, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to PATH.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on PATH to such subcontractor or to give the subcontractor any rights against PATH.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or PATH, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or PATH.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Superintendent/Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by PATH for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of PATH which are located in said facilities.

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Superintendent/Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in

all respects to the continual approval of PATH. No equipment or facilities of PATH shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement

require the Contractor to provide materials, equipment or software for the use of PATH or its employees or agents, PATH shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify PATH against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or PATH's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or PATH, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify PATH against infringement, then PATH may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Superintendent/Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to PATH or take such steps as may be necessary to insure compliance by the Contractor and the PATH with said injunction, to the satisfaction of the PATH.

In addition, the Contractor shall promptly and fully inform the Director/General Manager in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of PATH, and PATH shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by PATH, the Contractor shall make available to the designated PATH representative all such passwords and codes.

32. High Security Areas

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

any time by the Superintendent/Manager during the term of the Contract.

33. Notification of Security Requirements

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

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from PATH a description of all

spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Superintendent/Manager to obtain a PATH Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish PATH with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of PATH, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other PATH property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by PATH for such purpose.

38. Non-Publication

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

may be given from time to time and at any time by the Superintendent/Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Superintendent/Manager's Authority

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

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

46. Price Preference

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

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name; or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority or PATH employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority or PATH employee or former Authority or PATH employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid

to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the PATH shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify PATH in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of PATH and that PATH will rely on their truth and accuracy in awarding this Contract. In the event that PATH should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, PATH may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on PATH contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance PATH will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by PATH, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with PATH.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that PATH has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

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

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority or PATH employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or PATH of duties involving transactions with the Contractor on behalf of the Port Authority or PATH, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority or PATH contract), etc. which might tend to obligate the Port Authority or PATH employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority or PATH contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to PATH) to which it is contemplated PATH

may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of PATH or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of PATH, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director/General Manager in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director/General Manager, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director/General Manager shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director/General Manager to be no longer appropriate because of such preclusion, then the Director/General Manager shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that PATH may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

BACK