

**Torres-Rojas, Genara**

---

**From:** Ron Johnson [<mailto:ron.johnson@utcras.com>]  
**Sent:** Tuesday, March 08, 2016 3:31 PM  
**To:** PATH Community <[PATHCommunity@panynj.gov](mailto:PATHCommunity@panynj.gov)>  
**Subject:** RE: Contact The PA

Tom,

Will you please provide me the following information per the Freedom of Information Act:  
Flat car wheels: reference #: 4500066315/43972. Wheels-axle sets, 33-in, PATH Flatcars,  
Flat car wheels, PATH, Reference #4500066189/43387  
Axels, Oversized wheels, PATH PA-5 Railcar, reference # 4500066560.

Thank you,

Ron

**Ronald S. Johnson**

***Regional Sales Engineer***

UTC RAS | AAR Certified

501 Highland Avenue

Morton, PA 19070

Direct: 610-883-2827

Tel: 610-328-1100

Fax: 610-544-6979

[ron.johnson@utcras.com](mailto:ron.johnson@utcras.com)

**THE PORT AUTHORITY OF NY & NJ**

FOI Administrator

April 4, 2016

Mr. Ronald S. Johnson  
UTC RAS  
501 Highland Avenue  
Morton, PA 19070

Re: Freedom of Information Reference No. 16767

Dear Mr. Johnson:

This is in response to your March 8, 2016 request, which has been processed under the Port Authority's Freedom of Information Code, copy enclosed, for Request for copies of the following contracts: Flat car wheels: reference #: 4500066315/43972. Wheels-axle sets, 33-in, PATH Flatcars, Flat car wheels, PATH, Reference #4500066189/43387, Axels, Oversized wheels, PATH PA-5 Railcar, reference # 4500066560.

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16767-C/>. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, security.

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

Very truly yours,



William Shalewitz  
FOI Administrator

Enclosure

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

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send Invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

Page 1 Of 3

PO Number/Date

4500066560 / 01/27/2016

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007



## PURCHASE ORDER

Vendor No. 139675

TSS, INC.

ATTN: JEFF SCOFIELD

85 ABBOTTSFORD DRIVE

PINEHURST NC 28374

Telephone# 910-687-0066

Fax# 910-687-0032

Your person responsible GLENN ROONEY

Our fax number

212-435-4697

Deliver to Address:

PATH Harrison Car Maintenance Facility

Foot of Cape May St.

Harrison NJ 07029

Deliver to this address unless a different address is shown below.

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

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
30 EA	<p>Axles for Oversized Wheel Sets for PA-5 Railcars, as Manufactured by Bonatrans a.s.</p> <p>Reference Bonatrans a.s. Drawing D16-3-00808.</p> <p>Fully-delivered price is in reference to Bid/RFQ 44867/6000123110 signed 1/27/16.</p> <p>Deliver Mon-Fri 7:30AM to 2:00PM to:            PATH Harrison Car Maintenance Facility            Foot of Cape May Street            Harrison, NJ 07029            Call Joseph Gerbasio at (973) 350-3944 at least 24 hours in advance.</p>	2,695.00	80,850.00
	<p>Axle, Oversized Wheel Seat for PA 5 Rail car, Bonatrans Drawing #D16-3-00808, Axles are to be packed four (4) per crate.            Deliv. date 06/30/2016</p>		

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

**For Chief Procurement Officer,  
 Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

Page 2 Of 3  
 PO Number/Date  
 4500066560 / 01/27/2016

Page 2 Of 3

Vendor No. 139675  
 TSS, INC.  
 PINEHURST NC 28374

Quantity	Description	Unit Price	Total
	<p><b>Freight Terms FOB Delivery Point, Freight Included</b></p> <p><b>Purchase Order Contact:</b>            John Santiago (212) 435-4613 jsantiago@panynj.gov</p> <p><b>Delivery Contact:</b>            Joseph Gerbasio (973) 350-3944            jgerbasio@panynj.gov</p>		
<b>Total Delivered Price In USD</b>			<b>80,850.00</b>

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730070K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

*John Santiago*  
**For Chief Procurement Officer,  
 Procurement Department**

### TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor 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.

A handwritten signature, appearing to be 'Edm', is enclosed within a hand-drawn oval. The signature is written in dark ink on a white background.

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

Page 1 Of 3

PO Number/Date

4500086315 / 11/04/2015

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

**PURCHASE ORDER**

Vendor No. 165170

MWL BRASIL RODAS & EIXOS LTDA

RODOVIA VITO ARDITO Km.01 s/no

CACAPAVA - BR

12 282 535

BRAZIL

Telephone# 551-232-2124

Fax#

Your person responsible SANDRA.LOPES@mwlbrasil.com.br

Our fax number

212-435-4897

Deliver to Address:

Path Harrison Stockroom

Foot of Cape May St.

HARRISON NJ 07029

USA

Deliver to this address unless a different address is shown below.

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

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
10 EA	AXLE SETS, INCLUDING 33-INCH WHEELS, FOR PATH FLATCARS F30 TO F47, PER ATTACHED PATH SPECIFICATION S-0002-F (10/13/2015) AND DRAWING.  PRICING IS IN REFERENCE TO COLLECTIVE BID #43972 SIGNED 10/26/2015.  REFER TO SPECIFICATIONS FOR DELIVERY AND BILLING INSTRUCTION.  CONTRACT ADMINISTRATOR: JOE GERBASIO (973) 350-3944  1180097  Wheel and Axle Sets, axle class E with AAR P33 wheels with cylindrical tread and 6x11 journal bearings per CED Spec S-0002-F (Oct. 13, 2015). Deliv. date 03/25/2016  Freight Terms FOB DELIVERY POINT FREIGHT INCL.	4,640.00	46,400.00

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

**For Chief Procurement Officer,  
 Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send Invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007



Page 2 Of 3  
 PO Number/Date  
 4500066315 / 11/04/2015

Page 2 Of 3

Vendor No. 165170  
 MWL BRASIL RODAS & EIXOS LTDA  
 CACAPAVA - BR

Quantity	Description	Unit Price	Total
	<b>Contact person/Telephone</b> John Sanliago/212-435-4613 John.Santiago@panynj.gov		

Total Delivered Price In USD

46,400.00

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

*John Santiago*  
**For Chief Procurement Officer,  
 Procurement Department**

## TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Chief Procurement Officer of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
12. Neither the Commissioners of the Port Authority, nor 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.

SPEC #: S-0002-F

SYSTEM: Flat cars

DATE: Oct. 13 2015

PORT AUTHORITY TRANS-HUDSON CORPORATION  
CAR EQUIPMENT DIVISION  
ENGINEERING SPECIFICATION

TITLE

SPECIFICATION FOR 33-INCH WHEEL AND AXLE SETS FOR PATH FLAT WORK CARS  
NUMBER F30 THROUGH F47



SANDRA LOPES  
Commercial Manager

ENCL. 1

PATH CAR EQUIPMENT DIVISION

Specification Approval Page

Specification for 33-inch wheel and axle sets for PATH Flat Work Cars  
number F30 through F47

Document No.: S-0002-F

Date: 10/13/2015

Prepared by:

Chris Moran 10/13/15  
Sr. Rail Planning Mechanical Engineer (date)

Reviewed by:

[Signature] 10/13/15  
Supervisor - Technical Services (date)

Approved by:

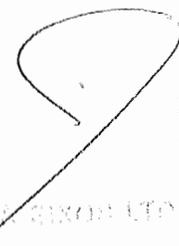
[Signature] 10/13/15  
Asst. Superintendent (date)  
Car Equipment Division

[Signature]

**ZANDRA LOPES**  
Commercial Manager

**TABLE OF CONTENTS**

1. BIDDER'S PREREQUISITES ..... 1  
2. GENERAL AGREEMENT ..... 1  
3. PAYMENT ..... 1  
4. LIQUIDATED DAMAGES ..... 2  
5. SCOPE ..... 3  
6. WORK REQUIRED BY THE SPECIFICATIONS ..... 3  
7. CERTIFICATION ..... 4  
8. DELIVERY OF UNITS ..... 4  
9. INSPECTIONS AND TESTS ..... 4  
10. GUARANTEE ..... 5



SANDRA LOPES  
Commercial Manager

MWI BRASIL ROAD SERVICES LTDA

1. BIDDER'S PREREQUISITES

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

- a. Within five (5) years prior to the date of submission of its bid, the Bidder shall have had experience in the manufacturing and delivering of wrought steel wheel and axle sets for transit or freight railcars. The Bidder may also fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Authority, that within the last five (5) years prior to the date of submission of its bid, the persons or entities owning and controlling the Bidder have experience in the manufacturing and delivering of wrought steel wheel and axle sets for transit or freight railcars.
- b. Wheel and axle sets shall be manufactured in a facility that has been certified to meet the requirements of the Association of American Railroads Quality Assurance Program for the manufacture of freight and locomotive wheels and axles.
- c. Evidence showing that the above prerequisites are satisfied is to be submitted with the Bid.

2. GENERAL AGREEMENT

Within three (3) months of the date of the Purchase Order, the Contractor agrees to deliver ten (10) 33" wheel and axle sets as described herein for PATH's flatcar numbers F30 through F47 all in strict accordance with the Specification. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract. For the purposes of this specification, a wheel and axle set is defined as an axle with two wheels and two journal bearings properly mounted for use with PATH's flatcar numbers F30 through F47. Wheels, axles and journal bearings are to be in accordance with this specification.

PATH agrees to pay the Contractor and the Contractor agrees to accept from PATH in full consideration for the performance by the Contractor of all his duties and obligations under this Contract in connection with said work, a compensation determined from the work performed computed at the rates quoted in the Request for Quotation, said work to be measured and said amount to be computed in the manner provided in the Request for Quotation and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from compensation.

Said work shall be performed in strict accordance with this Specification, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in this Form of Contract and in the specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to PATH or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done, but the Contractor shall furnish all materials and perform all work as required, without other compensation than that specifically provided, whatsoever changes may be made in the specifications, whatsoever materials and work may be required in addition to that required by the specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

3. PAYMENT

At the time that the wheel and axle sets are delivered and accepted, the Contractor shall submit an invoice to PATH for the compensation earned by him in connection with said shipment. For all units that PATH has certified as acceptable, PATH, as an aid to the Contractor and to facilitate his performance, will pay to the Contractor, within 30 days after receipt of said invoice, the amount earned for the units covered by said

invoice as set forth in the Purchase Order. The invoice shall state the amount earned and shall be accompanied by such information, as the Engineer shall request. Each invoice shall include the Contractor's Federal ID Number. Sales to PATH as the wholly owned subsidiary of the Port Authority of New York and New Jersey, are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in his prices. The compensation set forth herein is the complete compensation to the Contractor, and PATH will not separately reimburse the Contractor for any taxes except if specifically set forth in this Agreement.

"Final Payment", as used herein, shall mean the last payment made by PATH to the Contractor for services rendered under this Contract.

The acceptance by the Contractor, or by anyone claiming by or through him, of a Final Payment shall be and shall operate as a release to PATH of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and sale, and for every act and neglect of PATH and others relating to or arising out of such work and sale, 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 or his sureties from any obligations in connection with this Contract.

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

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

#### 4. LIQUIDATED DAMAGES

The Contractor shall deliver all wheel and axle sets within three (3) months of the date of the Contract.

The Contractor's obligations for the performance and completion of the work within the time provided for in this Contract are the essence of this Contract. The Contractor guarantees that he can and will complete such performance within the time above provided. Inasmuch as the damage and loss to PATH which will result from the failure of the Contractor to complete such performance within the time above provided will include items of loss whose accurate amount will be incapable or very difficult of accurate estimation, the damages to PATH for delay in the case of such failure on the part of the Contractor shall be liquidated in the sum of Two Hundred Dollars (\$200.00) per each calendar day by which the Contractor fails to complete the delivery in accordance with the provisions hereof.

## 5. SCOPE

These Specifications relate generally to the manufacture and delivery of ten (10) 33" wheel and axle sets as described herein for PATH's flatcar numbers F30 through F47.

These specifications require performing all tasks necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all Work not mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications; and the Contractor shall perform the same as if they were specifically delineated, described and mentioned.

## 6. WORK REQUIRED BY THE SPECIFICATIONS

The work shall include the manufacture and delivery of wheel and axle sets for PATH flatcar numbers F30 through F47. PATH flatcar numbers F30 through F47 have a 35 ton load limit.

Wheels shall be AAR Type P33 per Figure B.9 of AAR M-107/M-208, latest revision (hereinafter referred to as M-107), Class B, wrought steel, multiple wear wheels. Wheel tread dimensions shall be in accordance with Figure B.13 of AAR M-107 "Cylindrical Tread Contour for Narrow Flange Wheels".

All wheel surfaces except inside wheel bore shall be machined to an approximately 500 micro inch maximum finish before shot peening. Machined area shall be free from sharp tool marks and tears. Each wheel shall have machine back hub fillet and front rim fillet by removing at least 0.05 inch from original surface of the fillets to blend with the plate.

Rim heat treatment of wheels shall be in accordance with AAR M-107, Section 6.

Shot peening of wheels shall be in accordance with AAR M-107, Section 7. Shot shall be SAE No. S550 to S660 hardened steel as specified in SAE recommended practice J827. All unmachined areas shall be free of mill scale after shot peening.

Ultrasonic and magnetic particle inspection of wheels shall be in accordance with Section 18 of AAR M-107.

Wheel markings shall be on the front hub face in accordance with AAR M-107, Section 17. Design shall be marked "PA". Each wheel shall have its own individual serial number. The serial numbers shall begin with the number 143301 and continue consecutively for the total number of wheels on the Purchase Order (i.e. 143302, 143303, etc.). In addition, each axle shall have its own individual serial number. The axle serial numbers shall begin with the number 1401 and continue consecutively for the total number of axles on the Purchase Order (i.e. 1402, 1403, etc.).

Wheel certification shall be provided in accordance with AAR M-107, Section 19.

Coat only stamped areas with cozmoline. The remaining areas shall not be coated.

Axles shall be Axle Class E, journal size 6 x 11, per Figure 4.1 of AAR Wheel and Axle Manual RP-633 Segment 4.0.

Journal bearings shall be Timken 6 x 11, AP Class E, AAR-1A.

Back to back wheel measurement of the wheel/axle set is to be 4 feet 5.3 inches (+0 / -0.14).

All wheels, axles and journal bearings, as supplied to PATH, are to be new and unused and manufactured from new and unused material. Previously owned or reconditioned equipment will not be accepted.

7. CERTIFICATION

The Contractor shall certify that the wheel and axle sets, wheels, axles and journal bearings are in accordance with all applicable requirements of the AAR Manual of Standards and Recommended Practices.

The Contractor shall provide to PATH, wheel and journal bearing pressing force charts showing acceptable wheel and journal bearing to axle press fits. All axles, wheels and journal bearings shall be identified by serial number.

Mill certification of all wheels and axles shall be provided showing chemical and physical properties.

8. DELIVERY OF UNITS

The Contractor shall deliver all shipments to PATH's premises in Harrison, New Jersey at the Car Equipment Division facility.

Wheel and axle sets are to be secured to prevent them from rolling during shipment. The wheels on the wheel and axle sets are to be shipped so that the wheels are resting on the tread and not on the wheel flanges.

The place of delivery shall be as follows:

Port Authority Trans Hudson Corp.  
Harrison Car Maintenance Facility  
Foot of Cape May Street  
Harrison, NJ 07029  
Attn.: Joseph Gerbasio  
Phone: (973) 350-3944

The wheel skids and wheel and axle sets are to be delivered and unloaded between the hours of 7:00 a.m. and 2:00 p.m. PATH will unload the units from the trucks. The units shall be shipped on an open flat bed truck that can be unloaded from the sides by a standard forklift. The loading and unloading of the units shall be under the delivery driver's direction.

9. INSPECTIONS AND TESTS

After delivery a final inspection of the wheel and axle sets will be made by the Engineer at PATH's Car Equipment Division facility in Harrison, NJ. If any units have been damaged or for any reason do not comply with the requirements hereof, the Contractor will be notified in writing and shall replace the units at his own cost and expense. After such replacement, if found satisfactory by the Engineer, all units will be approved and payment shall be made therefor as provided in the clause hereof entitled "Payment".

All work, processes of manufacture involved in or related to the performance of the work shall be at all times and places subject to the inspection of the Engineer, acting personally or through a designated inspector. The Engineer shall be the judge of the quality and suitability of the work or methods of repair for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at his own expense. The fact that the inspectors have accepted the material and workmanship shall not relieve the Contractor from his obligation to supply other material and workmanship when so ordered by the Engineer. The Contractor, at his own expense, shall furnish such facilities and give such assistance for inspection as the Engineer may direct. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Contractor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such

materials to be factory or plant inspected, the Contractor shall give at least ten days notice to the Engineer of his intention to commence the manufacture or preparation of such materials. The Contractor shall furnish such test specimens, certified test data, samples or other materials as may be required to determine the acceptability of the materials. The Engineer shall be given notice to witness the tests at least five (5) working days in advance of the date on which such tests will be conducted.

10. GUARANTEE

The Contractor shall unconditionally guarantee that the wheel and axle sets as supplied are free from defects and have satisfied all quality requirements in accordance with the provisions of the AAR Manual of Standards and Recommended Practices.

Wheel and axle sets that show material defects within one (1) year from the date of original inspection and acceptance at PATH's Harrison Car Maintenance Facility, shall be rejected and replaced by the Contractor at no cost to PATH.

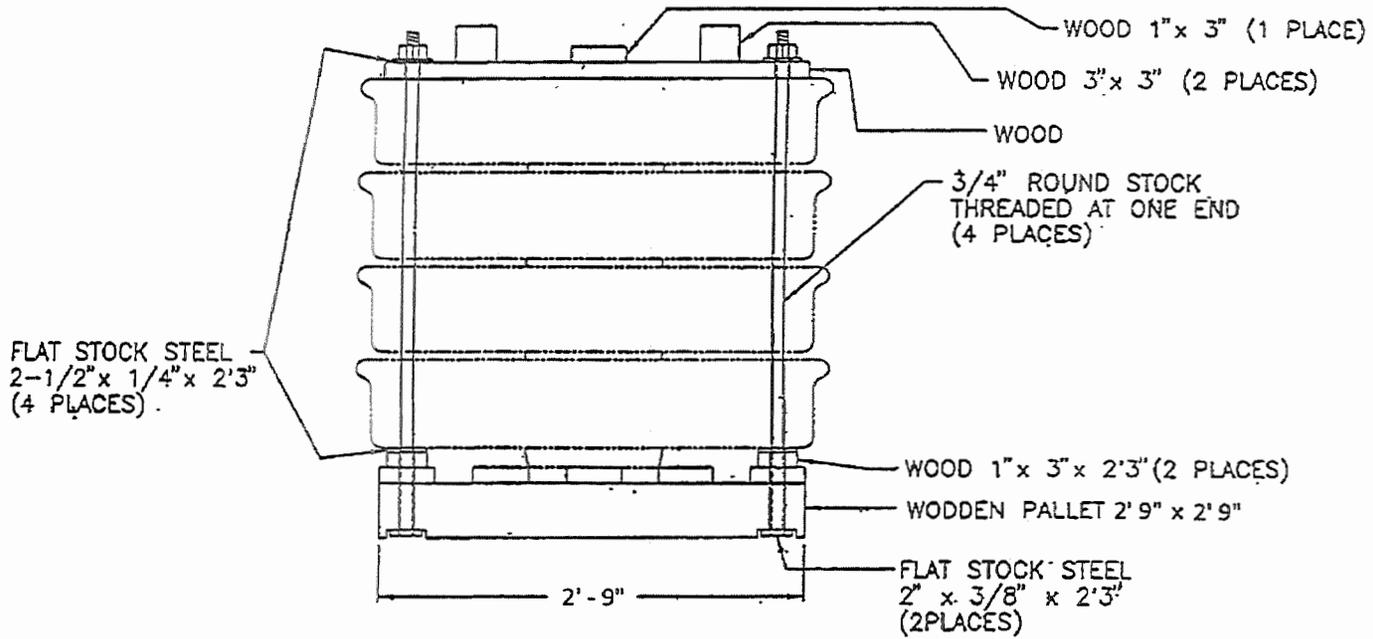


FIGURE 1

PACKAGING OF PATH WHEELS

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

Page 1 Of 4

PO Number/Date

4500066189 / 09/16/2015

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007



**PURCHASE ORDER**

**Vendor No.** 165170  
 MWL BRASIL RODAS & EIXOS LTDA  
 RODOVIA VITO ARDITO Km.01 s/no  
 CACAPAVA - BR  
 12 282 535  
 BRAZIL  
**Telephone#**  
**Fax#**  
**Your person responsible** SANDRA.LOPES@mwlbrasil.com.br

**Our fax number**  
 212-435-4697  
**Deliver to Address:**  
 Path Harrison Stockroom  
 Foot of Cape May St.  
 HARRISON NJ 07029  
 USA  
 Deliver to this address unless a different address is shown below.

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

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	34-INCH WHEELS FOR WORK FLAT RAILCARS PER THE BELOW REQUIREMENTS AND ATTACHED PATH SPECIFICATION S-0003-W AND DRAWING.  PRICE IS IN REFERENCE TO BID 43387 SIGNED 9/3/15 AND ADDENDA 1 TO 3.  DELIVERY SHALL BE MADE NO LATER THAN MARCH 2016.  REFER TO SHIPPING AND PACKAGING INSTRUCTIONS.  SHIP MON-FRI 7AM-2PM US EST TO: CALL AND EMAIL 48 HRS IN ADVANCE: JOSEPH GERBASIO (973) 350-3944, JGERBASIO@PANYNJ.GOV PORT AUTHORITY TRANS-HUDSON CORP. PATH HARRISON STOCKROOM FOOT OF CAPE MAY STREET HARRISON, NJ USA 07029		

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

**For Chief Procurement Officer,  
 Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send Invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.*

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007



Page 2 Of 4  
 PO Number/Date  
 4500066189 / 09/16/2015

Page 2 Of 4

Vendor No. 165170  
 MWL BRASIL RODAS & EIXOS LTDA  
 CACAPAVA - BR

Quantity	Description	Unit Price	Total
24 EA	012699  WHEEL, TRAIN STEEL, FOR FLAT CAR, WHEEL DIAMETER 34 INCHES, STEEL (ROLLED WROUGHT). ATA DESIGN RT-34B-ROUGH BORE 6-3/8 INCH. ASTM SPEC-57 (LATEST REVISION) CLASS B-R FOR CHEMISTRY, HEAT TREATMENT AND TAPE SIZE. ASTM SPEC-25 (LATEST REVISION) FOR BALANCE OF MECHANICAL TOLERANCES, PLUS 14 TAPES, MINUS 0 TAPES. STANDARD CYLINDRICAL TREAD CONTOUR TAPER OF 1 INCH TO 20 INCHES, HUB LENGTH 6-1/2 INCHES WORKING TO PLUS OR MINUS 1/8 INCH. BACK PROJECTION 1-3/4 INCHES. WORKING TO A TOLERANCE OF PLUS 1/8 INCH MINUS 0 INCH. RIM WIDTH 5-1/4 INCHES. IF POSSIBLE 5/8 INCH HUB DEPRESSION AND 6-5/8 INCHES HUB LENGTH.  THE FOLLOWING ALSO APPLY TO THE WHEELS TO BE FURNISHED HEREUNDER. THE WHEELS MUST MEET THESE SPECIFICATIONS. ALL WHEELS ARE SUBJECT TO MILL INSPECTION AND ACCEPTANCE BY PATH'S DESIGNATED INSPECTION LABORATORY. THE SUCCESSFUL VENDOR IS TO NOTIFY PATH OF THEIR MANUFACTURING SCHEDULE SO A PATH INSPECTOR MAY WITNESS SUCH MANUFACTURING. * WHEELS ARE TO BE STAMPED ON THE OUTSIDE, AND ALL NUMBERING SHALL BEGIN WITH THE NUMBER SIGN (#) AND SHALL BE CONSECUTIVE. PATH WILL PROVIDE THE NUMBERING. EXAMPLE: "#[00,000]". * WHEELS SHIPPED BY THE MANUFACTURER SHOULD BE STACKED WITH FLANGES UP AND SECURED TO	1,940.00	46,560.00

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

**For Chief Procurement Officer,  
 Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

**PORT AUTHORITY TRANS-HUDSON CORPORATION**  
 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007



Page 3 Of 4

Page 3 Of 4

Vendor No. 165170

PO Number/Date

MWL BRASIL RODAS & EIXOS LTDA

4500066189 / 09/16/2015

CACAPAVA - BR

Quantity	Description	Unit Price	Total
	<p>SKID, AS REQUIRED, ACCORDING TO THE ATTACHED WHEEL CRATING DRAWING (FIGURE 1, PACKAGING OF PATH WHEELS).</p> <p>* THE WHEELS MUST BE DELIVERED IN AN OPEN FLAT BED TRUCK THAT WILL MAKE THEM ACCESSIBLE FOR SIDE UNLOADING.</p> <p>* ALL WHEEL PALLETS MUST BE WRAPPED IN SHRINK WRAP PLASTIC.</p> <p>* DELIVERY TO THE PATH STOCKROOM SPECIFIED REQUIRES A MINIMUM OF 48 HOURS NOTICE PRIOR TO DELIVERY. ANY DELIVERY ATTEMPT WITHOUT SUCH NOTIFICATION WILL BE REJECTED.</p> <p>Deliv. date 03/01/2016</p> <p><b>Freight Terms FOB Delivery Point, Freight Incl.</b></p> <p><b>Contact person/Telephone</b></p> <p>John Santiago/212-435-4613</p>		

Total Delivered Price In USD

46,560.00

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

**For Chief Procurement Officer,  
 Procurement Department**

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of the bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor 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.



SANDRA LOPES  
Commercial Manager

SPEC # : S-0003-W

SYSTEM: Flat Cars

PORT AUTHORITY TRANS-HUDSON CORPORATION  
CAR EQUIPMENT DIVISION  
ENGINEERING SPECIFICATION

TITLE

SPECIFICATION FOR 34-INCH, CLASS B, WROUGHT STEEL, MULTIPLE WEAR WHEELS FOR  
PATH'S FLAT WORK CARS

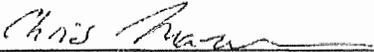


PATH Car Equipment Division - Specification Approval Page

Specification for 34 inch, Class B, Wrought Steel, Multiple Wear  
Wheels for PATH's Flat Work Cars

Document No.: S-0003-W

Date: 1/23/14

Prepared by:   
Senior Rail Planning Engineer

Reviewed by:   
Supervisor - Technical Services

Approved by:  1/23/14  
Superintendent Car Equipment Division

**TABLE OF CONTENTS**

BIDDER'S PREREQUISITES ..... 1  
GENERAL AGREEMENT ..... 1  
PAYMENT..... 1  
LIQUIDATED DAMAGES ..... 2  
SCOPE ..... 2  
WORK REQUIRED BY THE SPECIFICATIONS ..... 3  
DELIVERY OF UNITS..... 3  
INSPECTIONS AND TESTS..... 4  
GUARANTEE..... 4  
  
FIGURE I – PACKAGING OF PATH FLAT CAR WHEELS ..... 5

### 1. BIDDER'S PREREQUISITES

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

- a. Within five (5) years prior to the date of submission of its bid, the Bidder shall have had experience in the manufacturing and delivering of wrought steel wheels for railcars. The Bidder may also fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Authority, that within the last five (5) years prior to the date of submission of its bid, the persons or entities owning and controlling the Bidder have experience in the manufacturing and delivering of wrought steel wheels for railcars.
- b. Wheels shall be manufactured in a facility that has been certified to meet the requirements of the Association of American Railroads Quality Assurance Program for the manufacture of freight and locomotive wheels.
- c. Evidence showing that the above prerequisites are met is to be submitted with the Bid.

### 2.. GENERAL AGREEMENT

Within three (3) months of the date of the Purchase Order, the Vendor agrees to manufacture and deliver twenty-four (24) 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars all in strict accordance with the Specification. The Vendor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

PATH agrees to pay the Vendor and the Vendor agrees to accept from PATH in full consideration for the performance by the Vendor of all his duties and obligations under this Contract in connection with said work, a compensation determined from the work performed computed at the rates quoted in this Request for Quotation, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from compensation.

Said work shall be performed in strict accordance with this Specification, and the Vendor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in this Form of Contract and in the specifications of particular things to be furnished or done at the Vendor's expense, or without cost or expense to PATH or without additional compensation to the Vendor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done, but the Vendor shall furnish all materials and perform all work as required, without other compensation than that specifically provided, whatsoever changes may be made in the specifications, whatsoever materials and work may be required in addition to that required by the specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

### 3. PAYMENT

At the time that the wheels are delivered and accepted, the Vendor shall submit an invoice to PATH for the compensation earned by him in connection with said shipment. For all units that PATH has certified as acceptable, PATH, as an aid to the Vendor and to facilitate his performance, will pay to the Vendor, within 30 days after receipt of said invoice, the amount earned for the units covered by said invoice as set forth in the Purchase Order. The invoice shall state the amount earned and shall be accompanied by such information, as the Engineer shall request. Each invoice shall include the Vendor's Federal ID Number. Sales to PATH as the wholly owned subsidiary of the Port Authority of New York and New Jersey, are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Vendor certifies that there are no such taxes included in his prices. The compensation set forth herein is the complete compensation to the Vendor, and PATH will not

separately reimburse the Vendor for any taxes except if specifically set forth in this Agreement.

"Final Payment", as used herein, shall mean the last payment made by PATH to the Vendor for services rendered under this Contract.

The acceptance by the Vendor, or by anyone claiming by or through him, of a Final Payment shall be and shall operate as a release to PATH of all claims and of all liability to the Vendor for all things done or furnished in connection with the work and sale, and for every act and neglect of PATH and others relating to or arising out of such work and sale, 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 Vendor or his sureties from any obligations in connection with this Contract.

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

The Vendor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Vendor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Vendor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

#### 4. LIQUIDATED DAMAGES

The Vendor shall deliver all wheels within three (3) months of the commencement date of this contract.

The Vendor's obligations for the performance and completion of the work within the time provided for in this Contract are the essence of this Contract. The Vendor guarantees that he can and will complete such performance within the time above provided. Inasmuch as the damage and loss to PATH which will result from the failure of the Vendor to complete such performance within the time above provided will include items of loss whose accurate amount will be incapable or very difficult of accurate estimation, the damages to PATH for delay in the case of such failure on the part of the Vendor shall be liquidated in the sum of Two Hundred Dollars (\$200.00) per each calendar day by which the Vendor fails to complete the delivery in accordance with the provisions hereof.

#### 5. SCOPE

These Specifications relate generally to the manufacture and delivery of twenty-four (24) 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars.

These specifications require performing all tasks necessary or proper for or incidental to the matter referred

to in the immediately preceding paragraph. In addition, all Work not mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications; and the Vendor shall perform the same as is they were specifically delineated, described and mentioned.

#### 6. WORK REQUIRED BY THE SPECIFICATIONS

The work shall include the manufacture and delivery of 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars. Said wheels shall be manufactured in accordance with the Association of American Railroads Specification M-107-84, hereinafter referred to as AAR M-107-84) for Class B wheels. Wheel dimensions shall be in accordance with Figure 13 of AAR M-107-84 "Cylindrical Tread Contour for Narrow Flange Wheels" and the following (see Figure 8 of AAR M-107-84):

Rim Thickness (G): 2.5 inches (+1/4", -1/8")  
 Diameter (D): 34 inches (+14 tapes, -0)  
 Back of Hub to Back of Rim (R<sub>2</sub>): 2 1/2 inches (+1/8", -0)  
 Hub Thickness (P): 7 inches (+1/8", -1/8")  
 Hub Diameter (O<sub>1</sub> and O<sub>2</sub>): 11 inches (+1", -0)  
 Plate Thickness (N): 3/4" minimum

All wheel surfaces except inside wheel bore shall be machined to an approximately 500 micro inch maximum finish before shot peening. Machined area shall be free from sharp tool marks and tears. Each wheel shall have machine back hub fillet and front rim fillet by removing at least 0.05 inch from original surface of the fillets to blend with the plate.

Rim heat treatment shall be in accordance with AAR M-107-84, Section 6.

Shot peening shall be in accordance with AAR M-107-84, Section 7. Shot shall be SAE No. S550 to S660 hardened steel as specified in SAE recommended practice J827. All un-machined areas shall be free of mill scale after shot peening.

Ultrasonic and magnetic particle inspection shall be in accordance with Section 18 of AAR M-107-84.

Wheel markings shall be on the front hub face in accordance with AAR M-107-84, Sections 13 and 17. Design shall be marked "PA".

Certification shall be provided in accordance with AAR M-107-84, Section 19.

Wheels shall be stamped on the outside (hub). Each wheel shall have its own individual serial number. The serial numbers shall begin with the number 143401 and continue consecutively for the total number of wheels on the Purchase Order (i.e. 143402, 143403, etc.).

Stamped areas of all wheels are to be coated with CozmoLine or an equivalent coating.

#### 7. DELIVERY OF UNITS

The wheels shipped by the manufacturer shall be stacked on a skid four high with the flanges up as shown in Figure 1 of this Specification. The wheels shall be secured on the skid with four studs and a length of hard wood through the bore of the four wheels. Each skid shall be shrink wrapped in plastic. The shrink wrap shall be applied such that there are no seams at the top of the skids in order to prevent water collection in the dished area of the wheels. The wheels shall be delivered on an open flatbed truck that will make them accessible for side loading and unloading.

The Vendor shall deliver all shipments to the following:

Port Authority Trans Hudson Corp.  
Harrison Car Maintenance Facility  
Foot of Cape May Street  
Harrison, NJ 07029  
Attn.: Joseph Gerbasio  
Phone: (973) 350-3945

Units are to be delivered between the hours of 7:00 a.m. and 1:30 p.m. PATH will unload the units from the trucks. The loading and unloading of the units shall be under the delivery driver's direction.

#### 8. INSPECTIONS AND TESTS

After delivery a final inspection of the wheels will be made by the Engineer at PATH's Car Equipment Division facility in Harrison, NJ. If any units have been damaged or for any reason do not comply with the requirements hereof, the Vendor will be notified in writing and shall replace the units at his own cost and expense. After such replacement, if found satisfactory by the Engineer, all units will be approved and payment shall be made therefor as provided in the clause hereof entitled "Payment".

All work, processes of manufacture involved in or related to the performance of the work shall be at all times and places subject to the inspection of the Engineer, acting personally or through a designated inspector. The Engineer shall be the judge of the quality and suitability of the work or methods of repair for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Vendor at his own expense. The fact that the inspectors have accepted the material and workmanship shall not relieve the Vendor from his obligation to supply other material and workmanship when so ordered by the Engineer. The Vendor, at his own expense, shall furnish such facilities and give such assistance for inspection as the Engineer may direct. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Vendor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such materials to be factory or plant inspected, the Vendor shall give at least ten days notice to the Engineer of his intention to commence the manufacture or preparation of such materials. The Vendor shall furnish such test specimens, certified test data, samples or other materials as may be required to determine the acceptability of the materials. The Engineer shall be given notice to witness the tests at least five (5) working days in advance of the date on which such tests will be conducted.

#### 9. GUARANTEE

The Vendor shall unconditionally guarantee that the wheels as supplied are free from defects and have satisfied all quality requirements in accordance with the provisions of AAR M-107-84. Wheels that show material defects subsequent to original inspection and acceptance at the manufacturer's works, or elsewhere, shall be rejected and replaced by the Vendor at no cost to PATH.

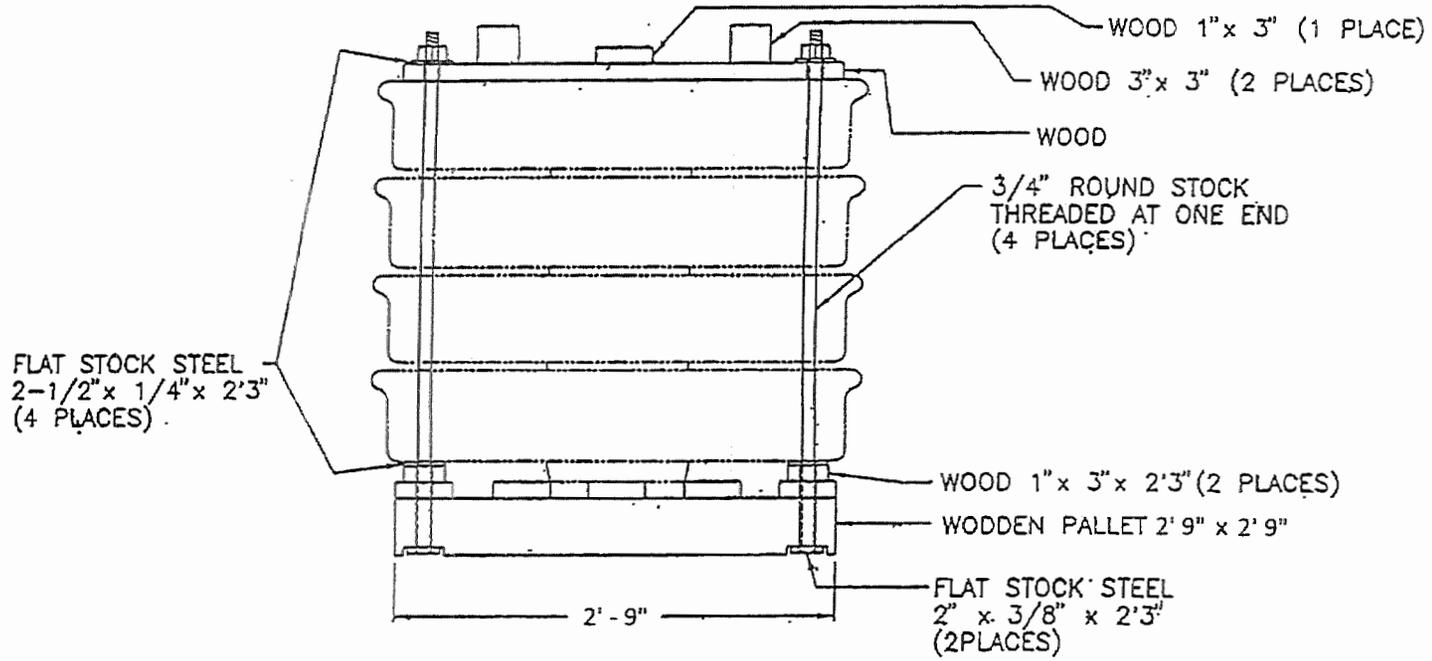


FIGURE 1

PACKAGING OF PATH WHEELS

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FL.  
NEW YORK, NY 10007**

8/28/2015

**ADDENDUM # 1**

To prospective Bidders on Bid #43387 for Wheels for Work Flat Railcars:

**Now due back on 9/4/15 at 11:00AM**  
(Originally due 8/31/15)

**The following change is hereby made to the solicitation document:**

The bid due date is extended to 9/4/15 at 11:00 AM.

This communication should be initialed by you and annexed to your Bid upon submission. In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

09-15-15A11:10 RCVD

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN  
ASSISTANT DIRECTOR  
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: MWL BRASIL Rodas & Cxos Ltda.

INITIALED: Sandra Lopez Open DATE: 28 - AUG - 2015

QUESTIONS CONCERNING THIS SOLICITATION MAY BE ADDRESSED TO  
JOHN SANTIAGO AT JOHN.SANTIAGO@PANYNJ.GOV OR (212) 435-4613.

**SANDRA LOPES**  
Commercial Manager

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FL.  
NEW YORK, NY 10007**

9/4/2015

**ADDENDUM # 2**

To prospective Bidders on Bid #43387 for Wheels for Work Flat Railcars:

Now due back on 9/10/15 at 11:00AM  
(Originally due 9/4/15)

The following change is hereby made to the solicitation document:

The bid due date is extended to 9/10/15 at 11:00 AM.

This communication should be initialed by you and annexed to your Bid upon submission. In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN  
ASSISTANT DIRECTOR  
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: MWL BRASIL RODAS & EIXOS LTDA

INITIALED: *[Signature]* DATE: Set 4th, 2015.

QUESTIONS CONCERNING THIS SOLICITATION MAY BE ADDRESSED TO JOHN SANTIAGO AT JOHN.SANTIAGO@PANYNJ.GOV OR (212) 435-4613.

**JOHRA LOPES**  
General Manager

09-15-15A11:10 RCVD

**THE PORT AUTHORITY OF NY & NJ**

PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FL.  
NEW YORK, NY 10007

9/10/2015

ADDENDUM # 3

To prospective Bidders on Bid #43387 for Wheels for Work Flat Railcars:

Now due back on 9/15/2015 at 11:00AM

The following change is hereby made to the solicitation document:

The bid due date is extended to 9/15/2015 at 11:00 AM.

This communication should be initialed by you and annexed to your Bid upon submission. In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN  
ASSISTANT DIRECTOR  
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: MMI BRASIL RODAS & EIXOS LTDA

INITIALED: Sandra Lopes DATE: Sep 10th 2015

SANDRA LOPES  
Commercial Manager

QUESTIONS CONCERNING THIS SOLICITATION MAY BE ADDRESSED TO  
JOHN SANTIAGO AT JOHN.SANTIAGO@PANYNJ.GOV OR (212) 435-4613.