

January 19, 2007

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR THE GEORGE WASHINGTON BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

Dear Sir or Madam:

The Port Authority of New York and New Jersey (hereinafter referred to as the “Authority”) hereby invites your proposal for performance of Expert Professional Architectural and Engineering Services for the George Washington Bridge – Main Span Upper Level Structural Steel Rehabilitation as outlined in Attachment A.

Attached hereto is a copy of an Authority Standard Agreement including Attachment A thereto which should be carefully reviewed by you as it is the form of Agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals. The scope of the tasks to be performed by you are set forth in Attachment to the Authority’s Standard Agreement.

I. PROPOSER REQUIREMENTS:

Proposals will only be considered from firm(s) that can demonstrate compliance with the following requirements:

1. Successful completion, by the Consultant, of three (3) orthotropic deck bridge structural rehabilitation design projects of similar complexity and scale, at least one (1) of which must be long-span type, each with a construction value over \$5 million, within the past ten (10) years.
2. Experience developing the design, construction plans, and procedure for the rehabilitation of superstructure structural steel of long span bridges at least one (1) of which must be a suspension bridge, which includes construction staging with minimal number of lane closures.
3. Experience in the design and implementation of a complete hands-on, in-depth inspection plan for inspection of deck and superstructure steel system of a minimum of two (2) heavily traveled long span bridges of similar complexity and type within the past ten (10) years.
4. Lead Engineer has a minimum of (10) years experience, and multi-discipline technical expertise, in performing major structural steel repair, design and construction support services during construction for a minimum of two (2) long span bridges of similar complexity and type.
5. Principals are licensed to practice engineering in the States of New York and New Jersey.

If submitting as a common law joint venture, at least one member must meet all of the prerequisites.

II. PROPOSAL REQUIREMENTS:

To respond to this RFP, the Proposer shall submit a concise proposal in response to the following basic criteria:

- A. To be acceptable, this Proposal shall be of no more than 30 pages (single-sided using 12 point or greater font size) not including resumes. Each resume shall be 2-page maximum, single-sided using 12 point or greater front size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Legal Firm Name”, and **RFP Number 12182** clearly indicated on the cover.
- B. Each section of the proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below.

One (1) reproducible original and five (5) copies, along with one (1) compact disc copy of the proposal shall be submitted for review. Address Proposal to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010, Attention: RFP Custodian. You are required to submit your Proposal no later than 2:00 p.m. on February 13, 2007. The outside package of your submittal must include the RFP Number (as stated above) and your firm’s full legal name. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposal shall take precedence over material submitted on the compact disc.

If your proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g., photo identification) will be permitted access to the Port Authority’s offices. Messengers without proper identification shall be turned away and their packages not accepted. The Port Authority assumes no responsibility for delays caused by any delivery services.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

Non-Disclosure Agreement (NDA)

The Authority will make available the 2005 QAD Report that has been deemed “Proprietary Information”. To receive a copy of the CD-ROM containing the 2005 QAD Report, the Proposer must fill out and submit a fully signed NDA, attached hereto as Attachment C. The Proposer must submit a pdf copy of the signed NDA, via e-mail to askforbids@panynj.gov, along with a request for the CD-ROM. The e-mail should include your firm’s full name, mailing address and a contact person.

Promptly after the e-mail request, the original, signed, NDA must be mailed to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010, Attention: Tracy Tiernan.

Section A. Agreement on Terms of Discussion

In accordance with Authority policy, we also request you to include in the front of your Proposal, a copy of Attachment B, signed by an officer of your company.

Section B. Transmittal Letter

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, demonstrating your compliance with each of the aforementioned "Proposer Requirements" listed above. Your transmittal letter shall also include the following:

1. Submit a statement indicating whether the Consultant is proposing as a single entity or a joint venture. If a joint venture, submit all information required for a single entity for each participant in the joint venture. If the proposer is a legal entity joint venture and seeks to propose as such, the proposer must meet the prerequisites. All the qualification information required for a single entity shall be submitted for *each* participant in a common law joint venture. If a common law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how they propose to perform the Work outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when they submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.
2. Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Contract. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance.

Section C. Cost

1. The "multiplier" referred to in the first line of subparagraph 7.A of the accompanying Standard Agreement, including a breakdown of said multiplier, indicating all of the multiplier's components (e.g. vacation, holiday, sick pay, worker's compensation, office rent, insurance, profit).
2. Billing rates for partners and principals expected to work on the project.
3. An estimated cost schedule and staffing analysis for the performance of each task listed in Attachment A to the Standard Agreement. The staffing analysis should give a detailed breakdown identifying assigned staff, staff position title, hours of work per person/per task, and actual hourly pay rate, without multiplier, and a summary of compensation per billing rates, on a task-by-task basis.
3. An itemized estimate of out-of-pocket expenses.
4. The terms and conditions for the compensation of intended subconsultant(s) (including their multiplier, if applicable) and the estimated number of hours of sub-consultant services.

Section D. Firm Qualifications and Experience

Prepare a table that includes the firm's experience. Include any projects that the Consultant has on hand, including work on which proposals have been submitted and which will be active during the term of this Agreement. The table shall have the following headings:

1. Project Title
2. Other entities assisting in project
3. Project Manager
4. Date Started
5. Date Completed
6. Cost
7. Client
8. Contact Name and Phone Number (project reference) – the Authority reserves the right to contact such references at any time. At least one of the references must relate to the activities of the Consultant's proposed Project Manager in a position of significant responsibility.
9. Provide a brief narrative summary of each project identified in the table. Identify Consultant's specific scope of work. Highlight any unique challenges or obstacles and how they were handled. Present any similarities to the proposed project.

Section E. Staff's Qualifications and Experience

This section shall introduce the key personnel responsible for implementing the scope of work described in Attachment A. It shall demonstrate their ability to perform assigned tasks as required to successfully complete this project by highlighting their experience and technical capabilities. The information provided shall be sufficient to demonstrate that the Proposer's staff possesses the experience listed herein for structural steel rehabilitation, including project management and administration work. Include information on the following:

1. Proposed Project Manager:

Provide a profile of the Project Manager to demonstrate that the individual has the needed experience to complete the services outlined in the Attachment A. Identify the main projects the individual has managed in the past year. If the Project Manager is currently managing other work, clearly state how he or she intends to work on this project also. (Include percentage of time to be dedicated to this project as well as others.) Provide a resume that details his or her educational background, chronological history of employment, and any relevant licenses and/or certifications.

2. Other Key Personnel Experience:

Detail the experience of key individuals to be responsible for the successful completion of the proposed project. Prepare an organization chart for this project that identifies the key individuals, their firm and office address, function, task responsibility and reporting relationships.

Include a profile of persons identified in the organization chart that describes how their experience and technical capabilities will assist in the successful completion of the proposed project. Attach a detailed resume for each individual that includes their educational background, chronological history of employment, relevant licenses and certifications. The resumes should clearly identify the years of experience in the field related to the tasks which the individual will be responsible for.

Section F. Technical Approach

A detailed description of the proposed technical approach to be taken on the project. Your Technical approach shall address each task as stated in Attachment A, with each task outlined in the same sequence as used in Attachment A. Your technical approach should also include the following:

1. A complete discussion of all technical issues involved in each task and how your firm proposes to perform those tasks, demonstrating to the Authority the knowledge and skill of your firm to address specific technical areas concerning all aspects of structural steel rehabilitation, including any tasks required that may not be defined.
2. A detailed description of the Proposer's methodology and procedures for monitoring and reporting project status, including the specific procedures for progress reporting and status meetings.
3. Identification of the type and methodology of the computer-based project management support system, including document tracking, schedule review and other computer-based tools that your firm uses. Include a description of the outputs available to the Authority and the history of applications for each computer-based tool.

Section G. Management Approach

This section shall describe in detail the Proposer's management approach to project management, which should include, but is not limited to, the following:

1. An internal management hierarchy for program efficiency and project effectiveness, which includes a tracking system for deliverables, controlling costs, and meeting management (organizing meetings, determining agendas, writing and distributing meeting minutes, and monitoring the progress of action items agreed upon in meetings, etc.).
2. Procedures for keeping the Authority team informed of issues and progress during project preparation.
3. Approach to quality control.
4. Evidence of cooperative involvement with contracting parties on large, regional projects, including evidence of a tracking system and clear management structure for sharing project responsibilities, work allocation, oversight, deliverables, costs, and reporting responsibilities.

Section H. Subconsultants

Intended subconsultant(s), the terms and conditions for their compensation (including their multiplier, if applicable), the estimated number of hours of subconsultant services, their

MBE/WBE status and the technical qualifications of their key personnel to be assigned to the subject project.

Section I. M/WBE Participation

Your attention is directed to paragraph 23 of the Authority's Standard Agreement in which the Director has stated the goals for Minority Business Enterprise participation in this project. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms will be provided upon request.

Section J. Affiliates

Include a complete list of your firm's affiliates. Affiliates shall be as defined as follows: Two (2) 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 50 percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Section K. Schedule

If the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors which the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.

Section L. Contract Exceptions

The Proposer is expected to agree with the form of contract and its terms and conditions. The Proposer should therefore not make any changes in the Standard Agreement nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

Section M. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Port Authority's determination regarding any question(s) of conflict of interest shall be final.

IV. SELECTION PROCESS:

The selection process by which a firm shall be selected for the performance of the subject services shall include consideration of the following factors (listed in order of importance):

1. The quality and depth of the experience and qualifications of the staff, including subconsultants, who will be performing services hereunder.

2. The extent and quality of experience of the firm and the quality of similar services provided to others including the demonstrated ability to complete the services in accordance with the project schedule.
3. The Consultant's proposed technical approach for the performance of services hereunder.
4. The Consultant's proposed management approach for the performance of services hereunder.

Cost will be evaluated on as "best-buy" basis.

V. ORAL PRESENTATIONS:

After review of all proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given only short advance notice. The presentation should be limited to 30 minutes, and include the material contained in your proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than three (3) other senior staff members who are proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information may be found on the Port Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html.

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees". By submitting a proposal the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your proposal, clearly marked "CERTIFICATION STATEMENT".

It is Authority policy that its consultants, contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State's requirements that certain contractors, affiliates, subcontractors and subcontractors' affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of the Treasury.

After a review of all proposals received, the Authority will forward two copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. The return of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please e-mail them to Ms. Patricia Halligan, Principal Contracts Specialist, at phalliga@panynj.gov. All questions must be received by the Authority no later than 4:00 P.M. on February 2, 2007. Neither Ms. Halligan nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to waive defects in Proposals, to undertake discussions and modifications with one or more Consultants and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

There shall be no compensation for proposal preparation or presentation.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

Sincerely yours,

Tim Volonakis
Manager
Professional, Technical and Advisory Services Division
Procurement Department

Attachments

ATTACHMENT A

EXPERT PROFESSIONAL ENGINEERING SERVICES FOR THE GEORGE WASHINGTON BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

I. BACKGROUND

The George Washington Bridge (GWB) upper level roadway is supported by a steel orthotropic deck that was installed in 1978 with a design life of 20 years. The deck consists of a $\frac{5}{8}$ -inch thick deck plate that is welded to inverted 7-inch deep tee ribs spaced at 15 inches on center that run longitudinally and continuously over the existing secondary floor beams. The deck is discontinuous at the main floor beams that are spaced 60 feet on center. The wearing surface is asphalt concrete of minimum thickness 1- $\frac{1}{2}$ inches.

In the early 1990's, cracks began to develop in the welds between the deck ribs and connecting strap plates. The cracking was more evident at the deck joints spaced at every 60 feet on center. This was attributed to fatigue as well as corrosion caused by leaking deck joints. By the year 2000, significant amounts of the deficiencies were repaired via two major steel repair contracts. The deck joint seals were replaced during the replacement of the asphalt concrete wearing surface. In addition, specially designed steel clamps were installed at crack locations to strengthen the damaged conditions. The steel clamps seemed to address the condition locally. However, it was observed that new cracks began to develop in ribs adjacent to the installed clamp locations. The "2001 George Washington Bridge Main Span Upper Level Biennial Inspection Report" issued by the Port Authority Engineering Quality Assurance Division revealed that similar types of deficiencies continued to occur, especially in locations adjacent to the repairs. A significant number of the needed repairs were addressed in 2003 using the same clamping repair detail. Since the year 2003, the deck has been repaired several times under emergency conditions. Additional plates and supports were installed at some joint locations to arrest further cracking of the deck plate and separation of the deck plate from the supporting ribs.

The increase in deficiencies may be attributed to:

- a. section loss due to corrosion of the deck and supporting steel elements caused by leaking deck joints;
- b. poor functioning of bridge drainage systems; and
- c. the restriction of truck traffic on the Lower Level since 2002. The consequential increase in truck traffic on the Upper Level may have resulted in an increase in fatigue stress of the orthotropic deck structural components. This is evident by the increase in the number of locations exhibiting these deficiencies as reported in the 2003 and 2005 George Washington Bridge Main Span Upper Level Biennial Inspection Reports also issued by the Port Authority Engineering Quality Assurance Division (2003 and 2005 QAD Reports).

Recent Inspection Findings

In accordance with federal requirements, The Port Authority of New York and New Jersey's (PANYNJ) Bridges are inspected biennially. The 2003 and 2005 biennial inspections of the main span revealed the following distress:

- a. cracked welds that connect orthotropic deck ribs (tee) to strap plates at deck joint locations;
- b. cracked and/or corroded orthotropic deck ribs;
- c. sheared or missing deck tie-down bolts;
- d. sheared or missing bolts/rivets at secondary floor beams to stringer connections;
- e. cracked and/or corroded secondary floor beam and deck riser beam webs at joint locations;
- f. localized severe corrosion on steel framing members and column bases in the anchorage chambers;
- g. loose or corroded bolts and rivets at steel member connections.

The 2005 biennial inspection recommended forty-five (45) Priority Repairs at 2,277 locations to address the conditions listed above.

Out of the 45 priority repairs: 13 occur at, or in, the immediate vicinity of transverse deck joints and account for more than 1300 of the 2277 locations. The remaining 32 repairs account for about 1,000 of the locations.

The 2005 biennial report also recommended the following Safety and Routine Repairs:

- a. 22 Safety Type Repairs at 175 locations.
- b. 126 Routine Type Repairs at 2,783 locations.

All repair types and locations with tracking numbers for each identified repair type can be found in the 2005 biennial inspection report.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing expert professional engineering design and related services including field inspection and verification, preparation of Design Criteria Summary, written reports, and Contract Documents, and performing post award services as required, for the rehabilitation of the GWB upper level structural steel, based upon the Consultant's field inspection, and the reference documents included herewith and made a part hereof, as outlined in Tasks A through I in the following section. The Consultant's services shall also include performing a study as required to determine the remaining useful life of the GWB upper level orthotropic deck under HS-25 vehicle loading through actual (site-specific) vehicular loading, as determined by the Consultant, and developing economical remediation strategies, as outlined in Tasks J in the following section.

The Consultant shall be responsible for all involved disciplines, except as otherwise noted herein.

III. DESCRIPTION OF CONSULTANT'S TASKS

TASK A. PROJECT SCHEDULE

Submit a detailed project schedule, within 7-calendar days after receipt by you of a fully executed agreement. The schedule shall include milestones and interdependencies and shall provide for completion of all of the Consultant's services through Tasks A through J, below.

Authority comments shall be forwarded to you with in 7-calendar days thereafter. Incorporate Authority comments as required and resubmit the schedule as final within 7-calendar days, thereafter.

TASK B. MEETINGS

As part of the meetings required hereunder, the Consultant shall attend a kick-off meeting, and progress meetings, each as approved by the Engineer. The Consultant shall estimate 32 staff hours per month for meetings. A total of 58-meetings are estimated. At each meeting, the Consultant shall record, and subsequently distribute for review and comment, draft minutes. Incorporate all comments and resubmit minutes as final.

Meetings shall take place within Port Authority facilities as determined by the Authority, or at the Consultant's offices. It is anticipated that at least 3-meetings shall be held at the Consultant's office. Attendees shall include Authority staff and others as appropriate.

TASK C. DOCUMENT REVIEW

Review all available documents from the Authority's files at the George Washington Bridge facility (Fort Lee, NJ) and at Three Gateway Center (Newark, NJ). Specific data not available as a result of your review, shall be determined as part of your inspection services (Task D). The Consultant shall estimate 120 hours of staff time for performance of this Task. All documents shall be subject to the conditions defined in Section V below.

Meet with Authority staff as required to discuss your findings.

TASK D. INSPECTION PLAN, FIELD VERIFICATION AND INSPECTION

1. Submit a plan for a hands-on field inspection of the upper level main span deck and superstructure steel system. The goal of the inspection is to quantify, locate and precisely define the limits of all distress and needed repairs as required to prepare contract documents for public bidding on a lump sum basis. The inspection shall be used by the Consultant to supplement findings in the 2003 and 2005 Biennial Inspection Reports (included herewith and made a part hereof) as required to identify the factors responsible for the development and progression of distress. The inspection plan shall use the same identification and tracking system used in the Authority's QAD Reports to track all distress and needed repairs. (See Section V.B.2).

The inspection plan shall provide for, but not be limited to, an in-depth inspection of the following areas:

- a. The 10 feet zone on each side of each transverse deck joint (transverse deck joints are located at each of 80 (+/-) panel point locations).
- b. The 20 feet zone shall include but not be limited to the orthotropic deck, deck tie-down bolts, strap plates, clamp plates, transverse joints, longitudinal joints between the 11foot wide deck panels, secondary floorbeams, riser beams, stringers, primary floorbeams and bolts/rivets at steel member connections.
- c. Longitudinal deck joints at the median and both curbs.
- d. All four (4) finger joint assemblies, including all support elements of the finger joints. Port Authority staff will provide for the removal of individual finger-plates at four (4) locations on the upper level roadway for detailed inspection of the plates and supports.

- e. All other areas of distress reported in the 2005 QAD report that are located outside the 20 foot zone defined above.
 - f. Upper chord of both stiffening trusses.
 - g. Both curb barriers.
 - h. Identification and documentation of existing conditions that might affect the repair work; such as, location and limits of previous temporary repairs, roadway signs and utilities (such as electrical equipment, raceways and wiring, drainage systems, and fire standpipe systems) in all repair areas. Provide details of all work required to temporarily support or relocate the roadway signs and utilities that will interfere with the rehabilitation work
 - i. Identification of electrical power sources and loads affected by interruption of power during relocation of electrical equipment and/or raceways.
 - j. Visual inspection and documentation of the condition and operation of the upper level main span drainage system, including drainage troughs, piping, scuppers and supports.
 - k. Evaluate the performance of the debris collection system located below the finger joints (and, as part of the following task, recommend methods to collect and remove the debris from the system).
 - l. As part of the inspection the Consultant shall locate and confirm repair classifications of existing priority, safety and routine repairs in the QAD reports, and identify any additional deficiencies that should be repaired. Routine repairs that are determined to have the potential to become safety or priority repairs, or are in the vicinity of safety or priority repairs shall be included with the priority and safety repairs in the rehabilitation contract prepared by you. Each repair location shall be identified with a unique tracking number and shown on contract level location plan drawing(s). Each location plan drawing shall include a chart that groups repairs by type and identifies each repair location with its unique tracking number.
2. The Consultant's inspections services shall include, but are not limited to the following:
- a. Determining extent of required electrical removals/relocation work at repair locations to eliminate electrical interferences and provide necessary clearances for construction activities.
 - b. Evaluating the condition and analyze the hydraulic performance of all existing upper level drainage elements, including scuppers, grates, troughs, pipes, pipe supports, and downspouts. Recommend rehabilitation measures and hydraulic improvements to the system or replacement of drainage units as needed.
 - c. Evaluate the condition of, and recommending repairs for, the curb barriers and the upper chord of the stiffening trusses.
 - d. Provide maintenance of traffic including traffic control devices, as required to inspect the structure and to maintain traffic under and over the structure during fieldwork. All maintenance of traffic principles shall conform to the current Federal Manual on Uniform Traffic Control Devices. The Authority's Traffic Maintenance Standards will be available to the Consultant.

- e. Notify the Authority immediately of any distress encountered during field inspection that presents a safety hazard or hazardous conditions that require emergency repairs or immediate action. If encountered, compensation for the preparation of any emergency repair designs shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from non-compensable work.
 - f. See Section VII, below, for hours of work.
3. Prior to inspection, the Consultant shall meet with the Authority to review the inspection plans and data relevant to the inspection.
 4. Field findings shall be submitted on a weekly basis to the Project Lead Engineer, as the fieldwork is completed.
 5. Prepare a 50% Field Inspection Progress Report. Incorporate Authority comments as directed, and resubmit the report.
 6. Prepare a 100% Field Inspection Progress Report. Incorporate Authority comments as directed, and resubmit the report as Final.

TASK E. DESIGN CRITERIA SUMMARY

Prepare a detailed summary of all criteria to be used in performance of the required design services, including but not limited to loads (dead, live, wind, snow, impact, or other loads as appropriate), material grades, utilities design, codes and assumptions. As a minimum, the project shall be executed in conformance with:

1. NYSDOT and NJDOT Standard Specifications for Construction and Materials
2. AASHTO, NYSDOT, and NJDOT ASD or LRFD Bridge Design Specifications
3. NYSDOT and NJDOT Standard Specifications for Highway Bridges
4. NYSDOT and NJDOT Steel Construction Manual (SCM)
5. The American Welding Society Bridge Welding Code AWS D1.5
6. NFPA 14, Installation of Standpipe and Hose Systems
7. NFPA 502, Road Tunnels, Bridges, and Other Limited Access Highways
8. Occupational Safety and Health Administration (OSHA) Safety and Health Standards – 29 CFR 1926

The Design criteria shall also include assumptions for 1) the existing traffic lane closures, 2) construction staging requirements and 3) construction sequence and 4) geometry criteria. These items shall be coordinated with the Port Authority for meeting the Authority's bridge operational requirements, construction cost effectiveness and minimum construction duration. The Consultant shall also review the 2003 and 2005 QAD Biennial Inspection Reports and shall discuss (and coordinate) with the Authority any changes considered to the recommendations made in the reports.

Upon approval of the Design Criteria Summary by the Authority, the Consultant may proceed with performance of the following task.

TASK F. PRELIMINARY ENGINEERING SERVICES

1. Perform structural analyses of existing details of the deck and supporting steel to identify areas of the existing system that have stress and/or fatigue deficiencies and to determine the optimum combination of repairs that will address the deficiencies reported in the Biennial reports and the deficiencies identified by analysis. This includes analysis of the orthotropic deck and superstructure steel system using one 11 feet wide x 60 feet long deck panel model along with the strap plates, clamp plates, secondary floor beams, rise beams and stringers (Note: This may be combined with the finite element analysis described Task J, item 4).
2. Develop alternatives for relocating electrical elements, and evaluate the extent of service interruption and the effect on facility operations.
3. Develop repair details for sealing the transverse deck joints and closing longitudinal deck joints at the median and curb barriers.

All repair details shall be designed in conformance with the more stringent of: AASHTO's ASD or LRFD Specifications, using HS-25 live load as a minimum, and the design loads and impact factors from the Port Authority Specification for Design of Bridges (July 1929). The PA Specification for Design of Bridges will be available from the Authority (see Section V, A., 7).

4. Develop details for a prototype replacement of one of the finger joints, approximately 22 feet in length (one truck lane eastbound and westbound). The focus of the replacement details will be to improve the durability of the anchor bolts and supports. Develop repair details to address priority repairs and other distress at all other finger expansion joints.
5. Based upon your evaluation of the performance of the debris collection system located below the finger joints, in the prior task, recommend methods to collect and remove the debris from the system.
6. Develop construction-staging schemes for recommended repairs.
7. Estimate the multi-discipline construction cost for each repair, including finger joint prototype repairs, temporary supports, temporary deck plating, temporary work platform and relocation of utilities. Use the Authority's estimating forms, which are included in the Port Authority Construction Estimating Guide. The Guide will be available from the Authority (see Section V. B. 4). For each repair task, estimate the labor, equipment, and material costs.
8. Prepare, and present to the Authority a Preliminary Engineering Report documenting the forgoing services.

The report shall include, but not be limited to, the following:

- a. All needed repairs; prototype repair of finger joints; sealing of transverse deck joints; closing of longitudinal deck joints at the median and curbs; and repair to curb barriers and the top chord of stiffening trusses.
- b. Plan drawings that locate and identify all deficiencies with their tracking numbers. The plan drawings shall show all locations where previous repairs, signs and utilities will interfere with the rehabilitation work, and recommended design methods (such as remain-in-place, remove, relocate, etc.)

- c. Results of structural analyses of existing details of the deck and supporting steel.
- d. An evaluation of the upper level drainage system; results of the evaluation of the debris collection system at finger joints;
- e. An evaluation of the constructability of all repairs;
- f. An evaluation of environmental issues (such as abatement of incidental lead paint, asbestos materials, and noise);
- g. Preliminary construction staging schemes;
- h. Preliminary multi-discipline construction cost estimates using the detailed format described above; and
- i. A summary of Preliminary Engineering recommendations.
- j. A summary of results for Task J services.

Upon completion of the draft Preliminary Engineering Report, the Consultant shall meet with the Authority staff to present and discuss the report. The Consultant shall incorporate Authority comments as appropriate, within ten (10) business days after receipt of such comments and submit the Report as Final.

Upon approval of the Final Preliminary Engineering Report, the Consultant will be given written authorization to proceed with performance of Task G. The time lag between approval by the Authority of the Final Report and authorization to proceed with the performance of Task G, and the subsequent tasks other than Task I and Task J is expected not to exceed 90 calendar days.

TASK G. FINAL DESIGN AND CONTRACT DOCUMENTS

Prior to the performance of this task you shall submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the final design and the preparation of Contract Drawings and Specifications specified herein.

Upon completion of the contract documents required hereunder, you shall submit a letter to the Engineer certifying that you have performed the Quality Control/Quality Assurance Program as defined by you at the start of this Task.

- l. **Contract Drawings:** Prepare a final design and Contract Drawings for work to be performed by a Contractor based on the approved Final Preliminary Engineering Report . To the greatest extent possible, contract documents for all disciplines (including structural, traffic, electrical, civil, environmental, and plumbing and fire protection) shall be prepared for lump sum bidding. This shall include, but not be limited to, the appropriate work items contained in the foregoing tasks, and shall include but not be limited to the following:
 - a. General:
 - 1) Construction staging drawings (in Plan and Elevations) as required.
 - 2) Assist the Authority with the preparation of RFQ documents for pre-qualification of Contractors
 - b. Structural Engineering:

- 1) Location plans that identify each repair location with a unique tracking number. Each location plan drawing shall include a chart that groups repairs by type and identifies each repair location with its unique tracking number. The chart shall also include columns for the contractor and Authority to indicate when each individual repair has been completed.
- 2) Details of each required repair.
- 3) Details for sealing all transverse deck joints and for closing the longitudinal deck joints at the median and curb barriers.
- 4) Details for repair of the upper level drainage system and for hydraulic improvements of the system.
- 5) Repair details for the curb barriers and the upper chord of the stiffening trusses.
- 6) Details for the prototype replacement of one of the finger plate expansion joints, for one truck lane eastbound and one truck lane westbound, approximately 22 feet total in length.
- 7) Conceptual details and design loads of temporary supports, temporary deck plating and temporary work platforms required to maintain traffic in all lanes during daytime hours for the duration of construction. Details of temporary structures shall have sufficient information to permit bidding the work as lump sum work and shall provide that the Contractor shall be responsible for the design and installation of all temporary structures.
- 8) Locations and conceptual details of temporary support of existing utilities that will remain upon completion of the work and support for relocated utilities wherever required for performing the rehabilitation work. Details of temporary structures shall provide sufficiently detailed information so as to permit bidding the work as lump sum work. The Contractor shall be responsible for the design and installation of all temporary structures.
- 9) Locations, limits and details of all previous structural repairs.

c. Civil Engineering:

Development of details for removal and replacement of the existing asphalt concrete wearing course and placement of a waterproofing membrane on areas of the deck that will require pavement removal to permit the structural work.

d. Traffic Engineering:

- 1) The Authority shall provide all maintenance of traffic contract drawings, as well as maintenance of traffic contract drawings needed for the Consultant's inspection. It is the responsibility of the Consultant to inform and coordinate with the Authority for all lane closures that will be required for the inspection and rehabilitation work. The Consultant shall provide estimates of the number of roadway closures needed to complete construction to the Authority for maintenance of traffic cost estimating purposes.
- 2) The Consultant shall be responsible for preparation of contract drawings for the support of any relocated permanent and temporary road signs. This shall include details for attachment of permanent and temporary road signs to the structure.

The Authority shall provide the sign type, size, and location for permanent and temporary road signs.

e. Electrical:

- 1) Identify, on framing plans, all locations where electrical fixtures and/or raceways interfere with structural work and note whether removal or relocation is required.
- 2) Provide details for electrical relocations required to eliminate interferences, and to provide necessary clearances for the structural repairs.
- 3) Identify electrical power sources and loads that will be affected by interruption of power during relocation of electrical equipment and/or raceways.

f. Environmental:

- 1) The Authority will prepare specifications for the abatement of incidental lead paint and asbestos materials, and specify a noise mitigation criteria.
- 2) The Consultant shall prepare all contract drawings related to remediation of incidental lead paint and asbestos materials as required by the Engineer.

g. Plumbing & Fire Protection:

- 1) Identify, on framing plans, all locations where drainage systems and/or fire standpipe systems interfere with structural work and note whether relocation is required.
- 2) Provide details for relocation/repair/replacement of bridge drainage systems and fire standpipe systems. Design solutions shall ensure that bridge drainage systems are always operational during construction. Design temporary bypass lines as necessary.
- 3) Similarly, bridge fire standpipe systems shall always be operational during construction, or design temporary bypasses as necessary.

2. For contract drawings, observe the following signature procedures:

- a. All Consultant Contracts shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
- b. Sign and seal all drawings prepared by you.
- c. Any subconsultant shall sign and seal its own drawings. The Consultant's logo shall appear on each drawing prepared by a subconsultant.
- d. All drawings shall be signed and sealed by a Principal of the firm. Two seals shall be placed on the drawings. A New York seal and a New Jersey seal (backshaded with carbon paper). The New York and New Jersey seals shall have the following beneath each seal:

ORIGINAL SEALED AND SIGNED BY:

—

N.J.P.E. # OR N.Y.P.E. #

3. Design Calculations and Diagrams: The Consultant shall submit complete design computations and design drawings covering all structural framing and supports, such as primary framing members, bracing, foundations, siding, girts, roofing and architectural finishes.

Calculations shall clearly distinguish between new and existing construction. Documents from which existing dimensions and existing member properties were obtained shall be referenced in the calculations.

All engineering calculation sheets shall be numbered, dated, and indexed. The index sheets shall define the total number of the sheets submitted and shall bear the seal and signature of an experienced engineer holding a Professional Engineer's license in both the State of New York and the State of New Jersey and who is familiar with and responsible for the design.

If computations are submitted in computer print-out form, furnish the following:

- a. Description and proof of adequacy of the program. The description of each program shall include:
 - The type of problems solved by the program.
 - The nature and extent of the analysis.
 - The assumptions made in the program.
 - Instructions for interpreting the computer output format.
 - b. Indicate the design criteria used and the diagrams showing the loading conditions and loading combinations.
 - c. The design constants and equations used, including all references.
 - d. Submit indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure, which will be sufficient to enable the Authority to evaluate the structure.
 - e. Submit a clear diagram of all member forces (axial, shear, bending or other forces, as appropriate) for each loading condition controlling the design.
4. Specifications: Prepare Specifications to include the work specified under subparagraph 2 above in accordance with the following:
 - a. Division 1 - Provide the following information for the Authority Standard Division 1 Specifications which will be prepared by Authority staff:
 - 1) Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract.
 - 2) A list of the Contract Drawings.
 - 3) A list of unit price items, where appropriate, with description and estimated quantities for each item.
 - b. Technical Specifications
 - 1) The Authority has prepared certain standard technical specifications, which will be made available in hard copy as requested by the Consultant. These standard technical specifications must be used by the Consultant and may not be altered or

revised in any way by the Consultant. Since these standard Technical Specifications may contain materials and related procedures, which are not appropriate to the specific Contract being proposed, the contract drawings must clearly define the materials and scope of work. Division 1 of the Authority's specifications dealing with general provisions, includes the following language:

"In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control."

- 2) The Consultant shall prepare any technical specifications, which are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews.
 - 3) The Consultant shall comply with the "Instructions to Consultants for Preparation of Port Authority Construction Contract Documents" which will be made available upon commencement of work by the Consultant.
 - 4) Other than hard copies of specifications prepared by the Consultant that are to be submitted to the Authority as noted herein, the Consultant shall submit computer diskette copies of said specifications. One disk copy shall contain the specifications in the format of the original word processing program used by the Consultant, and shall be labeled to clearly indicate the contract title, the name of the word processing program used and the revision number of said program. Another disk copy of the software program shall be submitted in ASCII format.
4. Submit 50% draft, 90% draft and 100% complete final of contract documents for review. See Section IV for submission schedules.
5. Request for Qualifications Preparation:

The Consultant shall assist Authority staff as required to develop a Request for Qualifications (RFQ). The RFQ shall be developed for the purpose of identifying qualified contractors for performance of the contract documents prepared hereunder.

The Consultant shall estimate 40-staff hours for performance of these services.

TASK H. COST ESTIMATE AND CONSTRUCTION SCHEDULE

Prepare a Construction Cost Estimate based on the final Contract Drawings and Specifications and in accordance with the Authority's "Construction Estimating Guide" a copy of which is available from the Project Lead Engineer. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items. Present the Construction Schedule in bar chart form using days, weeks or months as appropriate for the unit of time.

TASK I. POST AWARD DUTIES

1. Submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the performance of your Post Award Duties specified hereunder.

2. Review, and approve or disapprove all working drawings, catalog cuts and samples for conformance with the Specifications and Contract Drawings within 10 working days after receipt of said articles from the Contractor, for those articles for which you are Engineer-of-Record. Indicate any corrections and additions as required. Advise the Authority thereof giving the reasons for your decisions. Make all required distributions through final approval. Six copies of each working drawing will be required.
3. Review and respond to Requests for Information (RFI) from the Contractor, as requested by the Authority.
4. In addition to any on-site observations you may require as the Engineer-of-Record, attend, at the request of the Authority, two pre-construction meetings and one field meeting for each month of the construction period.
5. Prepare and submit, at the first pre-construction meeting, an outline list of required contractor's submittals to include but not be limited to, working drawings, catalog cuts, samples, certificates and test reports.
6. Upon completion of construction, modify the Contract Drawings to "as-built" conditions and certify the same. The Authority will furnish the "as-built" information to be verified and incorporated.
7. Evaluate alternative construction details and materials, as requested by the Authority.
8. Make post-award contract changes with detailed estimates and make site inspections as required for the changes.
9. Make available an engineer on-site, as requested by the Authority, for performance of construction support services, as defined by the Authority, as well as to attend all progress meetings during the construction stage. For the purpose of this task the Consultant shall estimate a total of 100 staff-days.

Compensation for the evaluations and changes referred to in paragraphs 7 and 8 above shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from non-compensable work.

TASK J. TRUCK LOAD DETERMINATION AND LIFE CYCLE ANALYSIS

This task shall be performed concurrently with the previous tasks, as appropriate.

The Consultant shall submit a plan to execute the following required items for this study (Items 1 through 8, below). The submission schedule is in Section IV of this document.

The Consultant shall perform the following engineering analyses to determine the remaining useful life of the GWB Upper Level orthotropic deck under a) HS-25 vehicle loading and b) actual (site-specific) vehicular loading and the most economical remediation strategies. Today, the GWB is subject to higher and more frequent overload conditions than those assumed in the original design of the orthotropic deck.

1. Gather any available vehicular traffic data for the Upper Level to establish a baseline of the vehicular loading throughout the past life of the orthotropic deck. Data may include toll classification counts, which indicate the number of axles on trucks, and Weigh-in-Motion (WIM) data already collected from adjacent roadways.

2. Perform a temporary Weigh-in-Motion (WIM) study to supplement existing vehicular usage data. The purpose of the study is to determine current truck traffic loadings and frequencies. Perform temporary video surveillance to establish multiple presence patterns (i.e. how frequently trucks travel side-to-side). Establish the site-specific truckload and multiple presence criteria for the GWB Upper Level roadway.
3. Perform a limited field inspection of the upper level deck and its supporting steel to verify problem areas documented in recent condition survey reports. (Note: this may be combined with field inspections described in Task D to achieve efficiency)
4. Perform a finite element analysis of an orthotropic deck panel under a) HS-25 vehicle loading and b) the observed site-specific vehicle loading and take into account fatigue effects.
5. Perform a load test of an orthotropic deck panel with strain gauges to validate the finite element analysis. The Consultant shall develop the load test procedure, procure the necessary equipment, install the equipment and perform the load tests.
6. Project the remaining useful life of the deck based on available past life loading history, along with a) HS-25 vehicle loading and b) the observed site-specific vehicle loading, and
7. Perform an economic analysis to determine the best remediation/replacement scenario. Perform life cycle cost analyses in accordance with NCHRP Report 483 methodology taking into consideration Agency costs and User (the traveling public) costs. (Order of magnitude cost estimates are acceptable). For each scenario, estimate costs and remaining useful life of the deck and perform a life cycle cost analysis based on a) HS-25 vehicle loading and also for b) the actual (site-specific) vehicular loading. Scenarios might include:
 - Do priority repairs only and replace the deck in “X” years.
 - Do a comprehensive retrofit and enhancement of the orthotropic deck and superstructure steel and replace the deck in “Y” years. For the purpose of this study, describe the nature and extent of the retrofit and enhancement and deck replacement concepts.
 - Replace the deck now with a more robust construction for greater expected life.
8. Prepare and submit 50% draft, 90% draft and 100% complete copies of reports, summarizing the above study for review. All calculations shall be included in the Appendix of the Report. See Task G, Item 3, for requirements on submission of design calculations and diagrams. See Section IV for submission schedules.

IV. SCHEDULE AND SUBMISSIONS

Submit the work identified above for review by the Chief Engineer within the number of calendar days stipulated below after receipt by you of one copy of the Agreement executed by the Authority.

1. Submit the Project Schedule required under Task A above, and your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the design and the preparation of Contract Drawings and Specifications

specified herein within **7** calendar days. Authority comments will be forwarded to you within **7** calendar days after receipt of said submission.

2. Submit **10-copies** of your Design Criteria Summary within **14** calendar days. Authority comments will be forwarded to you within **7** calendar days after receipt of said submission.
3. Submit your **Inspection Plan** within **28** calendar days. Authority comments will be forwarded to you within **7** calendar days after receipt of said submission.
4. Submit **10-sets** of 50% Field Inspection Progress Report within **115** calendar days. Authority comments will be forwarded to the Consultant within **10** calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within **10** calendar days after receipt of comments.
5. Submit **10-sets** of 100% Field Inspection Progress Report within **190** calendar days. Authority comments will be forwarded to the Consultant within **10** calendar days after receipt of said submission.
6. Submit **10-sets** of 90% complete Preliminary Engineering Report within **193** calendar days. Authority comments will be forwarded to the Consultant within **10** calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within **10** calendar days after receipt of comments.
7. Submit **10-sets** of 100% complete Preliminary Engineering Report within **220** calendar days. Authority comments will be forwarded to the Consultant within **10** calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within **10** calendar days after receipt of comments.
8. Submit **10-sets** of Final Preliminary Engineering Report within **260** calendar days. A written notice to proceed with Task G, as well as the approved repairs schemes, will be sent to the Consultant.
9. Submit **10-sets** of collated and stapled ozalid prints of 50% complete Contract Drawings 30 printed sets of Technical Specifications, design calculations and information required for Division 1 of the Specifications required under Task G within **85** calendar days from date on the written notice to proceed with Task G (See Item 8 above). Authority comments will be forwarded to you within **10** calendar days after receipt of said submission. The Consultant will annotate with a response to each comment within **7** calendar days after receipt of comments.
10. Submit **10-sets** of collated and stapled ozalid prints of 90% complete Contract Drawings, 10 printed sets of Technical Specifications, design calculations and information required for Division 1 of the Specifications under Task G. within **150** calendar days from date on the written notice to proceed with Task G (See Item 8 above). Authority comments will be forwarded to you within **14** calendar days after receipt of said submission. The Consultant will annotate with a response to each comment within **7** calendar days after receipt of comments.
11. Submit **15-sets** of collated and stapled ozalid prints of 100% complete Contract drawings, 15 printed sets of Technical Specifications, 100% complete design calculations signed and sealed by a licensed Professional Engineer, and a final construction cost estimate under Tasks G and H, within **200** calendar days from date on the written notice to proceed with Task G (See Item 8 above). Authority comments will be forwarded to you

within **35** calendar days after receipt of said submission. The Consultant shall make any changes to the Contract Documents from this review and submit the revised Documents (that includes contract drawings and technical specifications), which will be used for bidding purposes, within 7 calendar days after receipt of Authority comments.

12. Submit **20-sets** of collated and stapled ozalid prints of Complete Contract drawings (signed and sealed), 20 printed sets of Technical Specifications, complete design calculations signed and sealed by a licensed Professional Engineer, and a final construction cost estimate within **260** calendar days from date on the written notice to proceed with Task G (See Item 8 above). Authority comments will be forwarded to you within **14** calendar days after receipt of said submission if any.
13. Submit a letter to the Engineer certifying your compliance with the Quality Control/Quality Assurance Program established by you for the preparation of Contract Documents as required herein, along with one set of original mylar tracings of the complete Contract Drawings, and electronic files of the contract drawings, Technical Specifications and the final construction cost estimate within **280** calendar days from date on the written notice to proceed with Task G (See Item 8 above).
14. Submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with your Post Award Duties specified hereunder within **300** calendar days from date on the written notice to proceed with Task G (See Item 8 above).
15. Submit all minutes of meetings no later than 7 calendar days from the date of the meeting.
16. Submit a plan for performance of Task J within 60 calendar days. Authority comments will be forwarded to you within **7** calendar days after receipt of said submission.
17. Submit 10 sets of 50% complete Report prepared under Task J. within 360 calendar days. Authority comments will be forwarded to you within **10** calendar days after receipt of said submission. The Consultant will annotate with a response to each comment within 7 calendar days after receipt of comments.
18. Submit 10 sets of 90% complete Report prepared under Task J within 430 calendar days. Authority comments will be forwarded to you within **14** calendar days after receipt of said submission. The Consultant will annotate with a response to each comment including comments from 50% submission within 7 calendar days after receipt of comments.
19. Submit 10 sets of 100% complete Report prepared under Task J within 530 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission. The Consultant will annotate with a response to each comment including comments from 50% and 90% submissions within 7 calendar days after receipt of comments.
20. Submit 10 sets of Final Report complete Report prepared under Task J within 560 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission. The Consultant will annotate with a response to each comment including comments from 50%, 90%, and 100% submissions within 7 calendar days after receipt of comments.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information documents listed below. The documents specified under "A" below form a part of this Agreement and are available to all bidders in CD format upon submission of Attachment C, Non-Disclosure Agreement (NDA). The QAD Reports (see Sections A.1. and A.2.) were prepared as the preliminary inspection of the project and do not provide all the details required to complete the work as stipulated herein.

A. Documents

1. 2003 George Washington Bridge Main Span Upper Level Biennial Inspection Reports issued by the Port Authority Engineering Quality Assurance Division (2003 QAD Report).
2. 2005 George Washington Bridge Main Span Upper Level Biennial Inspection Reports issued by the Port Authority Engineering Quality Assurance Division (2005 QAD Report).
3. Port Authority CADD Standards
4. Port Authority Construction Estimating Guide
5. Existing Typical Transverse Joint Detail on Drawing No. 8, Contract No. GWB-170.003, Replacement of Deck Panels on Upper Level and Ramp UX.
6. George Washington Bridge Routine Lane Closure Guidelines.
7. Port Authority "Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic" dated July 1, 1929.

The documents specified under "B" below were prepared for other purposes, and do not form a part of this Agreement. They will be made available only to the selected Consultant. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They will be made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

B. Said documents are as follows:

Prior and Existing Contracts:

CONTRACT NO.	CONTRACT TITLE	YEAR
HRB-5	FORT WASHINGTON/FORT LEE MAIN BRIDGE STEEL WORK	1930
GWB-170.003	REPLACEMENT OF DECK PANELS ON UPPER LEVEL AND RAMP UX	1976
GWB-110.084	UPPER LEVEL SIDE WALK STEEL MODIFICATIONS	1984

GWB-110.088	UPPER LEVEL REHABILITATION MAIN SPAN EXPANSION JOINTS	1986
GWB-110.094	UPPER LEVEL STEEL DECK REPAIRS	1988
GWB-110.095A	SECONDARY FLOORBEAM REPAIRS - UPPER LEVEL DECK	1989
MFB-100.505 WORK ORDER NO. 8	UPPER LEVEL MODIFICATION MAIN SPAN EXPANSION JOINTS	1991
GWB-110.107	DECK STEEL REHABILITATION	1992
GWB-244.006	REMOVAL OF LEAD BASED PAINT AND PAINTING UNDERSIDE OF UPPER LEVEL & STRUCTURAL STEEL REHABILITATION	1997
GWB-244.017	UPPER LEVEL DECK REPAIRS – PHASE II	1995
GWB-991.901	UPPER LEVEL EXPANSION JOINT REHABILITATION (MAIN SPAN EASTBOUND EXPANSION TOOTH ASSEMBLY #33 AT NEW YORK TOWER)	2001
GWB-527	REPAIR OF ORTHOTROPIC DECK AND JOINT AT PANEL POINT 1E	2005

Additional items:

1997 George Washington Bridge Main Span Upper Level Biennial Inspection Report. Level I Load Rating issued by the Port Authority Engineering Quality Assurance Division (1997 Load Rating Calculations Report).

All documents under “B”, as well as Authority standards, Authority mylar tracings and examples of Authority specifications, will be made available to the selected Consultant from the Project Lead Engineer.

VI. ADDITIONAL INFORMATION FOR THE PREPARATION OF CONTRACT DOCUMENTS AND CONSTRUCTION COST ESTIMATES

- A. Except as otherwise noted herein, the Preparation of Contract Documents shall conform to Port Authority standards and codes which would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.
- B. Prepare all Contract Drawings on standard size Port Authority mylar tracings. Tracings shall be prepared in such manner as to produce clearly legible drawings after reduction. Scales shall be graphical rather than numerical.

- C. All documents are to be submitted to the Authority in draft form. The Consultant shall meet with the Authority to review such documents, incorporate Authority comments, and submit in final form within ten business days of receipt of such comments.
- D. The following additional services shall be provided as part of this Agreement:
 - 1. Answer questions asked of the Authority staff by bidders during the bid period.
 - 2. Prepare Contract addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by the Chief Engineer, for Authority approval and issuance by the Authority. Furnish originals for final printing.
 - 3. Conform Technical Specifications and Contract Drawings to addenda when directed by the Chief Engineer after award of the Contract.
 - 4. Upon request, assist Authority staff in Items E1, E3 and E4 specified below.
- E. Authority staff will:
 - 1. Prepare Information for Bidders, Form of Contract, Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
 - 2. Meet with Consultant from time to time to review all Specifications, Contract Drawings, construction cost estimates and schedules prepared by him.
 - 3. Review with, and transmit comments from, various Authority Departments to the consultant for incorporation by him into the Contract Documents.
 - 4. Review addenda with and obtain approval of various Authority Departments.
 - 5. Solicit, receive, open bids, and award Contract or reject bids.

VII. CONDITIONS AND PRECAUTIONS

A. General

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Follow access, personnel identification and security requirements at the site. These requirements include daily notification to the GWB Police when entering and exiting the site, obtaining identification placards for all vehicles on site and badges for all site personnel.

Vehicular traffic on George Washington Bridge shall always have priority over any and all of the Consultant's operations

B. Work Areas

The Consultant shall limit his inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the facility without first obtaining specific approval from the Authority.

During all periods of time when he is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in areas obtained by the Consultant at his own expense.

The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours

The typical hours of work permitted by the facility have been tabulated below. It should be noted that working hours vary in the eastbound and westbound direction during daytime activities only. Nighttime hours remain the same regardless of the travel direction.

PERMITTED HOURS OF WORK		
Daytime	Eastbound	0930 to 1500
	Westbound	0830 to 1430
Nighttime	Weekdays	2300 to 0500
	Weekends (Friday to Saturday and Saturday to Sunday)	0000 to 0800

Single lane closures may be performed during daytime or nighttime hours. However, multiple lane closures are only permitted during nighttime hours.

During periods when two or more lanes are closed on the upper level, no lane closures will be permitted in the same direction on the lower level. During periods when all lanes of the lower level are closed in any direction, no lane closures will be permitted in the same direction on the upper level.

Do not perform work on a legal federal holiday of the State of New York or New Jersey or as indicated below unless approved by the Chief Engineer. There are lane closure restrictions on major holidays, and in some cases weekends around major holidays. These include:

1. Memorial Day weekend (6:00 AM Tuesday)
2. Independence Day weekend; (6:00 AM Thursday through 6:00 AM Tuesday if the holiday falls on a Monday; 6:00 AM Thursday through 6:00 AM Monday if the holiday falls on a Friday; and 6:00 AM the day before to 6:00 AM the day after if the holiday falls in the middle of the week)
3. Labor Day weekend (6:00 AM Friday through 6:00 AM Tuesday)
4. Mother’s Day and Father’s Day weekends (8:00 AM Saturday through 6:00 AM Monday)
5. Thanksgiving weekend (6:00 AM Wednesday through 6:00 AM Monday)
6. Easter weekend (6:00 AM Friday through 6:00 AM Monday)
7. From 6:00 AM the day before to 6:00 AM the day after the start of Rosh Hashanah, Yom Kippur, Passover and Hanukkah
8. Columbus Day weekend (6:00 AM Friday through 6:00 AM Tuesday)
9. From 6:00 AM the day before to 6:00 AM the day after Veteran’s Day
10. Two Westbound lanes on the Lower Level and all Westbound lanes on the Upper Level shall remain open at all times on days of New York Yankee home games.

For security reasons, no trucks are permitted on the lower level of the bridge. Accordingly, access to the upper level must be maintained at all times. There are no exceptions to this directive.

Independent single center lane closures are not permitted throughout the facility. Any work requiring the closure of the center lane in either direction must be accompanied by the closure of the adjacent lane.

VIII.COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the policy shall include the Authority as an additional insured and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Lead Engineer as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions 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. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

Further, the certificate of insurance and the liability Policy (ies) shall be specifically endorsed that “ *The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority*”

B. Workers' Compensation Insurance:

The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident

C. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth to the Project Lead Engineer.

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

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

3) Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

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

ATTACHMENT B

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE
OF EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE GEORGE WASHINGTON BRIDGE – MAIN SPAN UPPER LEVEL
STRUCTURAL STEEL REHABILITATION**

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) is not to impose any obligation whatsoever on the Port Authority or to entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with, or after this letter, either orally or in writing, is not given in confidence and may be used or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this agreement, whether made as part of or in connection with any information received from us, or made at any other time in any fashion, shall be void and of no effect. This letter is not intended, however, to grant to the Port Authority rights to use any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Port Authority.

NAME OF COMPANY

SIGNATURE OF OFFICER

TITLE

DATE

ATTACHMENT C

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective this _____ day of _____ 2007 between the undersigned, a (corporation, partnership), with an address at _____, which wishes to receive a copy of the Port Authority's Request for Proposals (RFP) for the Performance of Expert Professional Architectural and Engineering Services for the George Washington Bridge – Main Upper Level Structural Steel Rehabilitation () and The Port Authority of New York and New Jersey ("Port Authority"), to assure protection and preservation of the confidential, sensitive, and/or proprietary information belonging to the Port Authority which the Port Authority may disclose as part of the RFP ("Proprietary Information").

WHEREAS, the undersigned wishes to receive a copy of the Port Authority's RFP for the above titled Program; and

WHEREAS, the Authority desires to assure the confidential status of the Proprietary Information which the Port Authority may include in the RFP;

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. All information that the Port Authority includes in the above referenced RFP and the RFP itself shall be deemed to be Proprietary Information. .
2. The undersigned agrees to use the Proprietary Information received from the Port Authority only for the purpose of determining whether or not to submit a Proposal responsive to the said RFP and in preparing said Proposal and will not disclose the RFP or any of its contents to any third party. Should a recipient of an RFP need to share all or a portion of the RFP with a possible subconsultant/subcontractor, before making available the RFP or the portion thereof, the undersigned shall have the possible subconsultant/subcontractor sign and submit to the Port Authority a Non-Disclosure Agreement in the form of this Agreement.
3. Proprietary Information shall not be reproduced in any form except as required to accomplish the permitted purpose under paragraph 2 above..
4. The undersigned shall provide the same care to avoid disclosure or unauthorized use of the Proprietary Information as it provides to protect its own proprietary information. It is agreed that access to all Proprietary Information shall be limited by the undersigned to only individuals who are employed by the undersigned and who need to know such information for purposes permitted by this Agreement.

5. All Proprietary Information shall remain the property of the Port Authority. Such Proprietary Information, including all copies thereof, shall be returned to the Port Authority or destroyed upon written request of the Port Authority.

6. It is understood that the term "Proprietary Information" does not include information which:

- i) has been or may in the future be in the public domain through no fault of the undersigned;
- ii) prior to disclosure hereunder, is in the legitimate possession of the undersigned;
- iii) subsequent to disclosure hereunder, is lawfully received from a third party;
- iv) is independently developed by the undersigned;
- v) is disclosed with the written approval of the Port Authority;
- vi) is obligated to be produced under order of a court of competent jurisdiction or where required by law.

7. Because damages are difficult to ascertain in the event of violation of this Agreement, the undersigned agrees that, without limiting any other rights and remedies, upon breach hereof, an injunction may be obtained by the Port Authority to protect its rights hereunder. The undersigned agrees to indemnify and hold the Port Authority harmless from any and all loss which may reasonably result from breach of this Agreement.

8. This Agreement shall be governed by the laws of the State of New York, excluding conflict of interest provisions. This Agreement may not be amended except in writing.

9. This Agreement shall continue in full force and effect for a period of one (1) year from date of execution. Restrictions on disclosure and use of Proprietary Information shall survive termination of the Agreement.

UNDERSIGNED

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.A. Agreement # ___-07-___
DATE

FIRM NAME
ADDRESS
CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR THE GEORGE WASHINGTON BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

Dear CONTACT:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain FIRM NAME (hereinafter referred to as "the Consultant" or "you") to provide expert professional engineering services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

This agreement will be signed by you and the Director of the Procurement Department. As used herein and hereafter, "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority, acting either personally or through their duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Chief Engineer has designated <Name><Title> to act as his duly authorized representative and Project Manager. <Name> can be contacted at XXX-XXX-XXXX or by email at xxxxx@panynj.gov. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief Engineer and as required by Attachment A.. Time is of the essence in the performance of all your services under this Agreement.

2. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or Integraph's "Microstation" software or as directed by the Engineer prior to the performance of specific services and shall be submitted to the Authority on compact discs or as otherwise required.

3. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove, if in his sole opinion the said items are not in accordance with the requirements of this Agreement, sound engineering principles, or are impractical, uneconomical or unsuited in any way for the purpose for which the contemplated construction is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant shall not be compensated under

any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

4. When services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit his specific Quality Control/Assurance Program to the Chief Engineer prior to the performance of said services. When the Consultant has completed preparation of any contract documents required hereunder he shall submit a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

5. All services performed under this Agreement by the Consultant shall be in accordance with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services if the services were being performed for a private corporation, unless otherwise instructed in writing by the Chief Engineer.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of <AWARD> unless you are specifically authorized in writing to so continue by the Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B and C below, subject to the limits on compensation and provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. An amount equal to *** times the actual salaries paid by you to professional and technical personnel, but not partners or principals, for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees proposed by you to perform the requested services who are former Port Authority employees. For compensation purposes under this Agreement, no

said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change, setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary or partners' or principals' billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates that are generally applicable to all of Consultant's clients, and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If, during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, under this agreement shall therefore in all cases be finally determined by the Chief Engineer or his designee, in their sole and absolute discretion.

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

C. An amount equal to the out-of-pocket expenses, approved in advance by the Chief Engineer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for mailing and delivery charges for submittal of drawings, specifications and reports; long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Chief Engineer and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

Expenses do not include amounts that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Engineer. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Engineer. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

Domestic Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

Non-Contiguous US (Hawaii, Guam, etc) Dept of Defense Website:

<http://www.state.gov/m/a/als/prdm/>

Foreign Per Diem Rates at Dept of State Website:

<http://www.state.gov/m/a/als/prdm/c16476.htm>

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which

are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier referred to in subparagraph A above.

8. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto or billing rates will be the basis for compensation under this Agreement as well as records of the amounts of salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of three (3) years after completion of services to be performed under this Agreement.

9. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the Purchase Order Number supplied by the Authority. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon five (5) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full

compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief Engineer through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Chief Engineer, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Chief Engineer.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Chief Engineer shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or

subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall promptly and fully inform the Chief Engineer, in writing, of any patents or patent disputes, or any other intellectual property disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

18. Without the express written approval of the Director, you shall keep confidential, and shall require your subconsultants and your employees to keep confidential a) all information disclosed by the Port Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

19. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any monies due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Chief Engineer. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

20. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of 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. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent 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 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 Puerto Rican, Mexican, 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. American Indian 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

The Director has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent by qualified and certified WBEs on consultant projects.

To be "certified" a firm must be certified by the Authority's Office of Regional and Economic Development, Small Business Programs.

In order to facilitate the meeting of this goal, the Consultant shall use every good faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms, which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Regional and Economic Development, Small Business Programs for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

21. NOTIFICATION OF SECURITY REQUIREMENTS

The Port Authority of New York & New Jersey has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security

required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

Compensation for compliance with security requirements not anticipated, as part of the original scope of services shall be subject to the terms of the Agreement relating to compensation as determined by the Authority.

22. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder:

B. The risk of loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder:

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

23. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By signing this Agreement, the Consultant and each person signing on behalf of the Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement 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 Proposal;

E. had any business or professional license suspended or revoked or, within the five years prior to proposal 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, proposal 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.

24. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

A. the prices in its proposal 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 consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the

understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or form 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 Agreement.

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants 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.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a

Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

25. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS – DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

The Consultant is advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey that a consultant is not eligible to propose on or be awarded public agreements because the consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

26. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

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 Agreement or any other Port Authority agreement), etc. which might tend to obligate the Port Authority employee to the Consultant, 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 Agreement or any other Port Authority agreement. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Consultant 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 agreement, the Consultant 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 Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a agreement if the Consultant has a substantial financial interest in the consultant or potential contractor of the Port Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Consultant 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 Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a consultant or potential consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a consultant or the review or resolution of a claim in connection with such a agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, 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 Consultant's execution of this document shall constitute a representation by the Consultant that at the time of

such execution the Consultant 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 Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 24 to 28 above, 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 consultant by whatever titles known.

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

29. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

31. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

FIRM NAME

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DATE

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: _____
Francis J. Lombardi, PE
Chief Engineer

Date: _____

ACCEPTED:
FIRM NAME

By: _____

Title: _____

Date: _____

FIRM NAME

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DATE

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "31 to "32 and insert a new Paragraph "31 as follows:

31. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.