

August 11, 2008

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PORT AUTHORITY BUS TERMINAL – SOUTH WING COMPREHENSIVE PHYSICAL ASSESSMENT

Dear Sir or Madam:

The Port Authority of New York and New Jersey (hereinafter referred to as the “Authority”) hereby invites your Proposal for furnishing expert professional services as required to perform a comprehensive physical assessment of the infrastructure of the South Wing of the Port Authority Bus Terminal (PABT), the Bridge over 41st Street connecting the North and South Wings of the PABT, the 41st Street Bus Underpass, the Bus and Car Ramps, and the Ventilation Building located on the corner of 41st Street and Ninth Avenue. The scope of the tasks to be performed by you are set forth in Attachment A. The Proposer is expected to agree with the form of agreement and its terms and conditions. The Proposer should therefore not make any changes in the Standard Agreement nor restate any of its provisions in its Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate section to its proposal (Section L, as provided below). 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.

I. PROPOSAL FORMAT REQUIREMENTS:

To respond to this Request for Proposals, 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. Product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Legal Firm Name” and **RFP Number 16244** 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 requirements specified below.
- C. 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 requested to submit one (1) reproducible original and five (5) copies, along with one (1) compact disc copy, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposals and the written hard copy Contract, if awarded, shall take precedence over material on the compact disc
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with requirement may lead to delays in contract awards and contract

payments, which shall be the responsibility of the proposer. Provide the name, telephone, and email address of the person who shall be the contact for this RFP, as well as an address to which any written correspondence is to be sent.

- E. Your Proposal should be received in sufficient time so that the Authority receives them **no later than 2:00 p.m. on August 29, 2008**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.
- F. 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 Authority's offices. Messengers without proper identification shall be turned away and their packages not accepted. The Authority assumes no responsibility for delays caused by any delivery services.

II. SUBMISSION REQUIREMENTS:

To respond to this Request for Proposals, submit the following information:

Non-Disclosure Agreement (NDA)

The Authority will make available to Proposers that Information and Materials listed in Section VI, of Attachment A that are deemed "Proprietary Information". To receive a copy of the **CD/DVD** containing the Appendices of which some are viewable only with AutoCad, 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 smckeon@panynj.gov along with a request for the **CD/DVD**. The e-mail subject line should state the RFP number and the e-mail should include your firm's full name, mailing address and a contact name and phone number.

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: Sarah McKeon.

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 the 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 8.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. An estimated cost and staffing analysis for the performance of each task listed in Attachment A to the Standard Agreement. The consultant shall estimate 360 staff hours for performance of the document review task, Task C. 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, multiplier, and billing rates on a task-by-task basis.
3. Billing rates for partners and principals expected to work on the project.
4. An itemized estimate of out-of-pocket expenses.
5. 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

Presented Firm Experience shall include, but is not limited to:

1. Demonstrated experience performing and completing at least (3) projects of comparable size, type, and complexity.
2. A table, prepared by you, identifying firm experience, including any projects that the Consultant has on hand, or for which proposals have been submitted and which will/may be active during the term of this Agreement. The table shall have the following headings:
 - a) Project Title
 - b) Other entities assisting in project
 - c) Project Manager
 - d) Date Started
 - e) Date Completed
 - f) Cost
 - g) Client

- h) 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.
- i) 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

For verification purposes, submit a copy of Exhibit II, included herewith, to each referenced firm for submission by them to the Authority, as noted therein. You are expressly prohibited from requesting a completed copy of said Exhibit from any such referenced firm and should ensure that they complete said Exhibit so that it is received by the Authority on the due date of proposals as stipulated herein.

Section E. Staff's Qualifications and Experience

This section shall introduce the key personnel, and/or subconsultants, 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. Include information on the following:

1. Proposed Project Manager:

Provide a profile of the Project Manager to demonstrate that the individual has at least 10-years of progressively responsible experience in the performance of services similar to those contemplated in Attachment A. Identify the main projects the individual has managed, including all projects 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.

For all proposed staff, as appropriate, identify those with technical expertise and experience in the following areas:

a. Inspecting and designing:

- structural components for rehabilitation and repair projects for heavily traveled bridges and large-scale transportation buildings in urban areas;
- pavement for large-scale transportation buildings;
- mechanical systems (HVAC, Plumbing and Fire Protection) for large-scale transportation buildings;
- architectural components for large-scale transportation buildings (New York City transportation facility rehabilitation experience desirable);

- vertical transportation systems (elevators and escalators) for large-scale transportation buildings;
 - electronic systems (including, but not limited to Visual Paging/Master Clock System, Variable Message Sign System, CCTV System, Public Address System, 800 MHz In-Building Repeater System, Operations Radio System, Access Control System, Fiber Optic Cabling Infrastructure, Cabling Infrastructure for Agency Data/Voice, Digital Logging Recorder System, Operations Control Center Systems) for large-scale transportation buildings;
 - power distribution, lighting, and fire alarm systems, especially in rehabilitation or replacement of existing systems.
- b. Performing in-depth inspection of deck and superstructure systems of heavily traveled bridges in urban areas.

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 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 assessment of transportation facilities infrastructure, inspecting long span bridges and major rehabilitation of large scale buildings including slab replacement, and any tasks required that may not be defined.

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.
3. Approach to quality control.

Section H. Subconsultant's Cost and M/WBE Certification

Intended subconsultant(s), the terms and conditions for their compensation (including their multiplier, if applicable), the estimated number of hours of subconsultant services (as presented in the staffing analysis prepared by you), and their MBE/WBE status.

Section I. M/WBE Participation

Your attention is directed to paragraph 20 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. . If you plan to use an MBE or WBE firm that is not certified by the Authority but which appears to meet the Authority's requirements, the firm should begin the certification process, and you may submit such a firm with a statement that the firm has applied for Authority's certification. Potentially certifiable MBE and WBE firms should contact the Authority's Office of Business and Job Opportunity. Contact information and certification applications are available on the Authority's website:

<http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html>

Section J. Affiliates

Include a complete list of your firm's affiliates. Affiliates shall be as defined in paragraph 28 of the attached standard agreement.

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. No exceptions will be considered if they are not set forth in the aforementioned separate letter unless they directly result from a change in the Scope of Work as mutually agreed to by the Proposer and the Authority.

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 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 Authority's determination regarding any question(s) of conflict of interest shall be final.

III. ADDITIONAL INFORMATION

1. Pre-Proposal Site Visit

A pre-proposal Site Visit is scheduled for August 18, 2008, at 9:00 A.M. at the PABT-Times Square Hall Conference Room (South Wing, 2nd floor), to allow firms to walk and observe visible areas of the building, the site and existing conditions prior to the submission of proposals. No questions will be answered during the site inspection. Attendance is strongly recommended. Knowledge gained during the inspection may be useful in preparing submissions. Firms interested in attending shall notify Ms. Sarah McKeon via fax at (212) 435-3992, or via email at smckeon@panynj.gov at least 48-hours in advance of the site visit. Travel directions will be provided upon request.

2. 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 five (5) other senior staff members who are proposed to work on this project. Notification of presentation scheduling is made via e-mail. **Provide the name and e-mail address of the person who should be contacted for presentation scheduling**, if applicable, as well as an alternate in the event that person is unavailable.

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):

- A. Qualifications and experience of the proposed staff, including sub-consultants;
- B. Qualifications and experience of the firm;
- C. Technical approach;
- D. Management approach.

Cost will be evaluated on a best buy/best value basis.

V. ADDITIONAL INFORMATION

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 State requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of Treasury.

After review of all proposals received, and oral presentations (if necessary), the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm who shall sign and return both copies. The return of one (1) copy executed by the Authority will effectuate the Agreement.

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

Should you have any questions, please e-mail them to Ms. Sarah McKeon, Senior Contract Specialist, at smckeon@panynj.gov. All questions must be received by the Authority no later than 4:00 P.M. on August 22, 2008. Neither Ms. McKeon, 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. 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.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more consultants, to waive defects in Proposals, 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.

Sincerely yours,

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

Attachments

ATTACHMENT A
PERFORMANCE OF EXPERT PROFESSIONAL
ARCHITECTURAL AND ENGINEERING SERVICES FOR
THE PORT AUTHORITY BUS TERMINAL – SOUTH WING
COMPREHENSIVE PHYSICAL ASSESSMENT

I. BACKGROUND

The Port Authority of New York and New Jersey (the “Port Authority” or “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports, marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the agency also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the agency’s headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

The Port Authority Bus Terminal (PABT) is comprised of two buildings: the South Wing and the North Wing. The original South Wing was built in 1950 and it consists of a massive four tiered, poured in place, concrete encased, steel frame with stone concrete slabs and wearing courses on the three bus levels, and low strength lightweight reinforced concrete slabs at the two concourse levels and the subway mezzanine. In the early 1960s, three parking levels were added to the roof of the South Wing, creating spaces for 1,000 cars. The parking level expansion is supported by pneumatic mortar encased deep post tensioned drive-through Warren trusses. The parking level roadways consist of pre-cast, pre-stressed concrete channel slabs and a wearing course. In the late 1970s and early 1980s, the PABT was extended by 50 percent with the construction of the North Wing, offering 52 new bus-loading platforms. The new North Wing extended the PABT north to 42nd Street. The North Wing extension is a five story steel framed structure with sprayed on fireproofing acting compositely with the concrete slab poured on a composite steel deck. The bus level slabs

include a wearing course. The North Wing includes a three-story deep façade truss that extends into the South Wing.

For the purposes of the Consultant's services hereunder, the "PABT - South Wing" includes; the "Bridge" over 41st Street connecting the North and South Wings, the Ramps leading to the upper levels of the PABT for buses and cars, the 41st Street Bus Underpass, and the Ventilation Building located on the corner of 41st Street and Ninth Avenue.

PABT - South Wing is a ten-level structure including the following levels (area dimensions in parenthesis are approximate values):

- Basement Level (51,500 gross square feet) includes: offices, workshops, locker and storage areas for PABT support personnel.
- Lower Level (152,000 gross square feet) is used for long distance buses (Trailways, Greyhound, etc.) and includes: saw-tooth passenger concourse with retail services and bus passenger embarkment.
- Subway Level (8,731 gross square feet) includes: passenger concourse and retail services and a travel path to the NYC Subways.
- First Level Concourse (152,000 gross square feet) includes: passenger concourse, retail, and related support offices.
- Second Level (Suburban Concourse) (152,000 gross square feet) includes: passenger travel, retail, and related support offices. Entry to escalators to the 3rd and 4th level bus platforms.
- Third Level (152,000 gross square feet) includes: "pull-through" Bus Platforms for passenger embarkment.
- Fourth Level (152,000 gross square feet) includes: "pull-through" Bus Platforms and Saw-tooth Bus Concourse for passenger embarkment.
- Fifth Level, Sixth and Seventh Levels (134,000, 133,000, and 133,000 gross square feet respectively): includes daily parking for cars and Elevator Lobby for access.

PABT – "Bridge" (lowest part is 16' above street level) connects South Wing and the North Wing on the Second, Third, Fourth and Fifth levels. The Lower Level and Subway Level act as 'bridges' also connecting the North and South Wings.

PABT Ramps serve as connections from the street level access, from the Lincoln Tunnel, and the street up to the Third and Fourth Levels for buses, and up to the Fifth Level of the PABT for cars.

41st Street Bus Underpass (900' long by 22' wide) is the bus roadway to allow the long-distance buses from the Lower Level of both the North and South Wings to drive past Ninth Avenue without interrupting Ninth Avenue traffic.

Ventilation Building (16,350 square feet total) is located on the corner of 41st Street and Ninth Avenue and provides ventilation for the 41st Street Underpass, Lower Level of the North Wing, and portions of the Lower Level at the South Wing. It has four levels above and two levels below the street.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing a physical assessment of the existing infrastructure in the South Wing of the PABT, the Bridge over 41st Street connecting the North and South Wings of the PABT, the 41st Street Bus Underpass, the Bus and Car Ramps, and the Ventilation Building located on the corner of 41st Street and Ninth Avenue (the Area of Work). The objective is evaluating the existing physical conditions, and remaining useful life of the infrastructure and systems, and recommending alterations as appropriate to maintain operations in the South Wing for the next 25 years. The Consultant shall be responsible for all involved disciplines including, but not limited to: architectural, civil, electrical, electronic, mechanical, plumbing and fire protection, vertical transportation, and structural, unless otherwise noted.

The Consultant shall provide draft and final reports documenting findings and recommended modifications or replacements, as appropriate (giving your reasons therefore), order of magnitude construction cost estimates, and making presentations to Authority staff as required.

III. PROJECT CRITERIA AND ASSUMPTIONS

- A. The Authority will provide a report on the anticipated future passenger traffic growth for the South Wing over the next 25 years. The report will provide an assessment of the impact of the build-out of saw-tooth gates in the North Wing 4th Floor and construction of the Air Rights Project on the South Wing passenger traffic.
- B. Development of construction staging and phasing requirements is excluded.
- C. Expansion or alteration of the existing building structures (e.g. outriggers, additional floors, conversion of floors to bus operations, etc.) or operation is excluded.
- D. The Authority will provide a report identifying any presence of lead paint or asbestos containing materials at the existing systems or structures. The report and order of magnitude construction cost estimate of mitigating any asbestos or lead containing items will be prepared by the Authority and given to the Consultant to incorporate into the draft and final report.
- E. The Authority will provide any necessary means for access to the existing systems and structures and equipment including rigging, scaffolds and ladders as required to inspect the existing structures and systems and to maintain building and vehicle traffic operation. Staging of the field inspection work will be required.
- F. The Authority will provide material testing services for testing the required structure components and systems. The Consultant shall incorporate the results and provide their recommendation.
- G. Tenant areas (retail stores, tenant storage areas, restaurants, kiosks, bus companies ticketing areas and support offices, and NJ Transit offices) are excluded.
- H. As contemplated herein, the scope of work does not include an assessment of existing building conditions for code compliance.
- I. All upgrades and/or replacements shall comply with all applicable codes and guidelines.

- J. The Authority will provide staff to assist the Consultant in accessing spaces and equipment.
- K. Proposed modifications shall comply with all applicable codes and ordinances that would be in effect if the Authority were a private corporation. These include, but are not limited to, the following:
- New York City Building Code and its Referenced Standards (NYCBC) - 2008 edition
 - Directives and Memoranda of the NYC Department of Buildings
 - New York City Fire Prevention Code and Directives
 - New York City Electrical Code (NYCEC)
 - New York City Local Laws
 - New York City Department of Health
 - New York City Department of Transportation (NYC DOT) requirements
 - New York City Department of Environmental Protection (NYC DEP) regulations and guidelines
 - Rules of Practice and Procedures of the Board of Standards and Appeals (BS&A)
 - New York State Labor Laws
 - Americans with Disabilities Act Accessibility Guidelines (ADAAG)
 - American National Standards Institute (ANSI)
 - American Society for Testing and Materials (ASTM)
 - National Fire Protection Association (NFPA)
 - Occupational Health and Safety Act (OSHA)
 - New York State Department of Environmental Conservation (NYS DEC) regulations
 - Environmental Protection Agency (EPA) regulations
 - USGBC LEED Reference Manual, v.2.1
 - AASHTO “A Policy on Geometric Design of Highways and Streets” 2004
 - AASHTO Standard Specifications for Highway Bridges, Current Edition
- L. Components of interconnected electrical systems serving South Wing loads but located in the North Wing (i.e. 480V/ 4160V transformers) will not be included in this study.
- M. The 800 MHz In-Building Repeater System (for the PA Police) is included in the scope of work. The electronic equipment within the police desk and offices is excluded from the scope of work.
- N. The Authority will report on the upgrade and/or replacement of the Corporate Telephone System and Wide Area Network (PAWANET) for the 25-year time frame, and shall provide the budget costs involved, as well as determine the impact of future growth on the systems for incorporation into the Consultant’s Report.

IV. DESCRIPTION OF THE CONSULTANT'S TASKS

The Consultant’s tasks shall include, but are not limited to the following:

TASK A. PROJECT SCHEDULE

Submit a detailed schedule (Gantt Chart) for completion of the services required hereunder after receipt by you of a fully executed copy of this agreement. The schedule shall include milestones and interdependencies and shall provide for completion of all Tasks listed below.

Said schedule shall conform to the schedule requirements presented in Section IV, Schedule and Submissions.

TASK B. MEETINGS

At a minimum, the Consultant shall attend a project start-up meeting and bi-weekly project update meetings until the completion of all work. Each meeting shall be estimated as 4-hours in duration.

Meetings shall take place at the Authority's offices as determined by the Authority, or at the Consultant's offices. Attendees shall include Authority staff, and others as appropriate and as approved by the Authority. At each meeting you shall record, and subsequently distribute for review and comment, meeting minutes. Incorporate all comments and resubmit minutes as final within 7 days after receipt thereof.

TASK C. DOCUMENT REVIEW

Review all available documents including, but not limited to, those referenced herein as well as those to be provided to the Consultant subsequent to award of this Agreement. Said documents shall be identified in a separate transmittal from the Project Manager to the Consultant at that time.

Meet with the Authority staff as required to discuss the findings.

TASK D. FIELD VERIFICATION/INSPECTION

Using the referenced functional drawings provided by the Authority, as appropriate, for the basis of field inspection information, perform a field inspection of the Area of Work. As part of this task, the Consultant shall modify the reference documents as required to reflect the existing conditions.

Architectural

1. Perform a visual inspection of the exterior and interior of the building, finishes and architectural systems, public and facility support spaces. This shall include but is not limited to visual inspection of the following:
 - a. Public Spaces: Architectural finishes and fixtures in public spaces such as: Concourse areas, lobbies, vestibules, restrooms, mezzanines, monumental stairs, including, but not limited to, interior walls, flooring, ceilings, fascias, soffits, storefront, interior curtain walls, ticketing areas, information booths, glazing, doors and frames, access panels, hardware, toilet room specialties and partitions, fire extinguisher cabinets, stairways, and open ticketing plaza.
 - b. Facility Operations and Maintenance Spaces: Facility operations and maintenance spaces such as mechanical rooms, loading docks, facility offices, including, but not limited to walls, flooring, ceilings, doors (overhead and swing), access panels, frames and hardware, protective materials (e.g. steel wainscoting, bollards, guard rails, column surrounds), walkways, stairs, and ramps.
 - c. Exterior Building Components: Architectural exterior building components including, but not limited to exterior masonry walls, metal panels, cladding, column enclosures, windows, louvers, doors, frames and hardware, curtain wall system, sidewalks, ramps, stairs, roofing, flashing, and copings.

- d. Architectural Way-finding Signage: Architectural way-finding signage at the building interior and exterior, including, but not limited to illuminated, non-illuminated and variable message signage (VMS) and bus information display systems (BIDS).
 - e. Landscaping Elements: Landscaping elements including planters, trees, and tree pits.
2. Provide the findings with photographs and drawings as needed to present the existing conditions.
 3. Modify and update functional drawings as per field inspection. (Allow 80 hours for performance of this task)

Civil

1. Visually inspect the pavements of the South Wing: Lower Bus Level, 3rd, 4th, 5th, 6th, & 7th floors, the 41st Street connector between the North and South Wings, and the Auto Ramp. The pavements of the 41st Street Bus Underpass shall also be inspected. The visual inspection shall be supplemented with typical photographs and notations of the distressed areas of pavement on a site plan.
2. Identify the locations of problematic drainage areas by noting pavement depressions or flat areas.
3. Identify locations to perform pavement coring (at a minimum of three corings per floor are needed), prepare pavement core request sketches, and coordinate the sampling effort with the Authority.

Electrical

1. Perform a visual inspection of the following:
 - a. Electrical equipment, raceways, and wiring associated with South Wing normal and emergency power distribution systems;
 - b. Electrical equipment associated with the mechanical systems, including, but not limited to, motor starters and safety disconnect switches;
 - c. Normal and emergency lighting system and lighting controls;
 - d. Fire alarm system for condition of components and wiring;
 - e. Conduits and wiring at the selective points of termination.
2. Document your findings, include: equipment designation, nameplate data, location, photographs, and description of any deficiencies observed by you, or identified by facility staff.

Electronics Systems

1. The Electronic Systems to be inspected include, but not limited to:
 - a. Visual Paging/Master Clock System
 - b. Variable Message Sign System
 - c. CCTV System
 - d. Public Address System
 - e. 800 MHz In-Building Repeater System

- f. Operations Radio System
 - g. Access Control System
 - h. Fiber Optic Cabling Infrastructure
 - i. Cabling Infrastructure for Agency Data/Voice
 - j. Digital Logging Recorder System
 - k. Operations Control Center Systems
2. Visually inspect the equipment, raceways, and wiring associated with the Electronic Systems listed above.
 3. Interconnected systems located in the North Wing will not be included in the study. However, identify the electronic systems in the South Wing that have their associated Head-end Control System located in the North Wing.
 4. The Authority will provide information on the IT systems for incorporation/insertion into the Electronics section of the report.

HVAC

1. Assessment of Piping (Chilled Water and Steam Systems (including pressure reducing stations)) will be performed by others. Consultant shall perform visual inspection of these piping systems and associated pipe insulation to provide an initial assessment and recommendations.
2. The following equipment shall not be inspected (The Authority will supply information to the Consultant to be incorporated/inserted in the Report):
 - a. All air handling and air conditioning units (with associated preheat coil pumps and return and exhaust fans) unless otherwise noted herein.
 - b. HVAC controls and Building Automation and Monitoring Control System.
 - c. The snow-melting system distributions piping for the ramps.
 - d. Steam condensate return equipment and piping.
3. Visually inspect all mechanical systems located in the Area of Work. HVAC equipment to be inspected includes, but shall not be limited to (quantities are approximate and shall be field verified):

South Wing

- a. HVAC systems (5) located in the five (5) mechanical equipment rooms (MERs) on the fifth floor serving the fourth floor Passenger Concourse each including HVAC unit, return air fan, roadway fan, MER exhaust fan, and associated ductwork and appurtenances.
- b. HVAC systems (2) on the fourth floor serving the Central Refrigeration Plant including associated exhaust fans, ductwork and appurtenances.
- c. Ductwork and piping for all systems.
- d. Fans: Electric closet exhaust fans (8); Jet fans (90) on the third and fourth floor bus roadway; Outside Air Supply Fans (8) providing outside air to the roadways outside

- the bus platforms, Roadway Fresh Air Fans (30), Toilet Exhaust Fans (7), Compressed Natural Gas (CNG) buses exhaust fans on Fourth Floor (4).
- e. Exhaust Fans (36) serving MERs.
 - f. Unit Heaters, Cabinet Heaters, and Radiators: Steam Unit Heaters (15), Cabinet Unit Heaters (20), Entrance Heaters - low pressure steam (LPS) (4), Fin Tube Perimeter LPS Radiation Baseboard Heaters (51), and Cast Iron LPS Radiators (12)
 - g. Fan Coils (2) serving the Ninth Avenue Lobby.
 - h. Dry Coolers – Glycol (2), Split DX Units (3).
 - i. Central Refrigeration Plant: chillers (4), cooling towers (4) and cooling tower fans (3 fans for each cooling tower), chilled water pumps (5), cooling tower water pumps (5), condenser water piping & insulation system, and water treatment system.
 - j. Snow Melting (Savaloid) System: shell and tube heat exchangers (2), controller, and snow melt fluid pumps (6).
 - k. Ductwork, duct insulation, and accessories including, but not limited to: fire dampers, fire and smoke dampers, louvers, grilles, and diffusers.
 - l. Compressed Air Systems: Air Compressors (4) and associated compressed air piping.
 - m. Heating Hot Water System (2nd Floor): Shell and Tube Heat Exchangers (2), heating hot water pumps (3), piping and insulation system, and water treatment system
 - n. Fuel storage tanks in the basement for the emergency generators.

Ventilation Building

- a. Wall A/C Unit (1), Unit Heaters (2), Electric Fin Tube (2)
- b. Fans (13) including: Outside Air Supply Fans (2), Tunnel Exhaust Fans (2), Lower Level Bus Roadway Exhaust Fans (4), Electrical Room Exhaust Fans (3), Vent Building Exhaust Fan (1), Toilet Exhaust Fan (1)
- c. Ductwork & Insulation
- d. Piping & Insulation

Plumbing and Fire Protection

1. Visually inspect the plumbing systems as follows (quantities are approximate and shall be field verified):
 - a. Domestic water, cold and hot water systems (including piping, related fittings, and pipe insulation) with water meters (5), pumping stations (2), hot water return (HWR) pumps with controls (4), HW heaters (6), steam HWH economizers (8), pressure heat exchangers (2), and interconnecting piping to the North Wing.
 - b. Gas system with gas meter and submeters (7).
 - c. Storm system with sump pumps (4) and controls.
 - d. Sanitary system with vent piping and ejector pumps (4).

2. Visually inspect the existing fire protection systems as follows:
 - a. Sprinkler system, with meters (2), sprinkler pumps (3), air compressors and tanks (4), wet and dry sprinkler systems and interconnecting piping to North Wing.
 - b. Fire Standpipe system (including piping, related fittings, and pipe insulation (in areas exposed to freezing)), approximately 2 meters, 2 standpipe pumps, 2 tanks and interconnecting piping to North Wing.
3. Interconnected systems located in the North Wing will not be included in this study.

Vertical Transportation

1. Visually inspect six (6) elevators and forty-four (44) escalators.
2. Maintenance records will be provided by the Authority prior to the inspection.
3. Authority staff will be present during escalator field surveys to remove steps as requested by the Consultant.

Structural

1. Visually inspect the building, tunnel, and ramp components at the following structures:
 - a. South Wing building of the PABT.
 - b. Ventilation Building on the corner of Ninth Avenue and 41st Street.
 - c. Bus and Car ramps from the street level into and within the South Wing building of the PABT.
 - d. Bus Underpass (Tunnel) below 41st Street.
 - e. Connector structure between the North Wing and the South Wing of the PABT over 41st Street.
2. Building and tunnel components shall include, but not limited to: slabs, bus roadway surfaces, safetywalks, sidewalks and curbs, platforms, beams and girders, beam and girder concrete encasements, bridge structure, columns, concrete and masonry walls, hung ceiling and utility supports on slabs, building expansion joints, stairways, escalator trusses, sign structure supports, enclosures at bus levels, railings, pipe galleries, barriers, railings, bus crash barriers, masonry and concrete walls, helical auto ramps on parking levels, pre-cast pre-stressed concrete channel slabs and mortar encased trusses at parking levels, and 3 story deep façade truss.
3. Ramp structure components shall include, but not limited to: roadway surfaces, sidewalks, safety-walks, curbs, parapets, railings, sign structures, girders, beams, diaphragms, joints, bearings, piers, abutments, columns, hung items from bridge, retaining walls, approach slabs, and permanent platform system hung from ramp above Ninth Avenue.

TASK E. PHYSICAL ASSESSMENT REPORT

Based upon the work performed in the preceding tasks the Consultant shall prepare a Draft and Final Physical Assessment Report, documenting your findings in performance of the previous tasks. (Additional requirements for preparation of these reports are as provided in Exhibit I, included herewith and made a part hereof.) The reports shall include but not be limited to the following:

General

1. The report shall include an Executive Summary, Physical Assessment section, and Future Growth Impact section with recommendations and order of magnitude cost estimates. (For the purpose of the Consultant's services hereunder, cost estimates shall be based on the present value.) Each section shall be divided into subsections specific to each discipline.
2. Determine the remaining useful life and upgrades and/or replacements requirements during the next twenty-five years for each of the items inspected.
3. Include narratives with photos showing existing conditions, observations and recommendations. For each recommendation identify alternatives considered and reason(s) they were rejected.
4. Coordinate the report with the Authority and its discipline consultants. Coordinate with the Authority for current and past-related projects for incorporation into this assessment.
5. Prepare a summary of all criteria and assumptions to be used as a basis for the Assessment Report.
6. Identify impact of future demand on the systems and structural components and provide the recommendations for the upgrade(s); assess the existing service capabilities to accommodate the future building upgrades.
7. Prepare a Sustainability analysis for the upgrades and/or replacements:
 - a. Based on the Authority's Administrative Procedure, AP 45.2, Sustainable Design Guidelines, included herewith and made a part hereof.
 - b. Include an analysis of material selections.
 - c. Prepare a Sustainability checklist/narrative discussing sustainable design opportunities.

Architectural

1. Physical Assessment section of the report shall include a documentation of the field inspection effort, including:
 - a. Photo documentation, narratives, observations, and recommendations.
 - b. Assessment of the following:
 - 1) Architectural finishes and fixtures in the public spaces
 - 2) Facility operations and maintenance spaces
 - 3) Architectural exterior building components.
 - 4) Architectural wayfinding signage at the building interior and exterior.
 - 5) Landscaping elements including planters, trees, and tree pits.

2. Future Growth

Provide an Egress Analysis of the facility with reference to future growth. This shall include, but not be limited to:

- a. travel distances, occupancy analyses, required egress widths at corridors, doors, ramps, and stairs. Indicate fire and smoke separations, and areas of refuge.
- b. shall be based on the egress criteria established in the Port Authority Bus Terminal Occupancy and Egress Analysis (November, 1992), attached hereto and made a part hereof.

Civil

1. Make recommendations between options such as continuing routine maintenance work, performing partial replacement or performing complete replacement. Show sketches for each pavement rehabilitation option.
2. Perform an analysis of the visual inspection and physical pavement sample results to determine the need for rehabilitation that will extend the useful life of the inspected pavements another 25 years. This analysis will consider the performance of existing and proposed waterproofing products used between the wearing courses and structural slab.

Electrical

1. Assess equipment, raceway and wiring condition and the remaining useful life.
2. Provide recommendations for the upgrades and/or replacements of the electrical work needed to maintain operations of the South Wing Building for the next 25 years.

Electronics

1. Provide recommendations for replacement/upgrade of Electronic Systems needed to maintain operations of the South Wing Building for the next 25 years.
2. The acceptable life span for the electronic systems is 5 to 10 years.
3. Identify future demand impact on the existing electronic systems and provide the recommendations for the upgrade(s); assess the existing service capabilities to accommodate the future building upgrades.

HVAC

1. Prepare an assessment of the mechanical equipment serving the South Wing and Ventilation Building.
2. Determine the remaining useful life and replacement requirements for the mechanical systems during the twenty-five years.
3. Identify future demand impact on the existing mechanical HVAC equipment and provide recommendations for the upgrade.

Plumbing And Fire Protection

1. Assess plumbing and fire protection equipment and related apparatus and the remaining useful life of each.
2. Provide recommendations for upgrades and/or replacements of plumbing or fire protection work needed to maintain operations of the South Wing Building for the next 25 years.
3. Identify future demand impact on existing plumbing and fire protection systems.

Vertical Transportation

1. Assess existing conditions and provide recommendations for replacement.
2. Identify future demand impact on the existing vertical transportation systems; assess the existing service capabilities to accommodate the future building upgrades.

Structural

1. Assess the components of the buildings, tunnels, and ramps.
2. The concrete slab for the lower level above the basement, the third floor and the fourth floor of the South Wing will be replaced in the next 10 to 15 years. For the purpose of responding to this report, assume slabs shall be replaced in 10 years. Repair/Maintenance work on the existing slabs shall be performed as required for 10 years until replacement. Repairs to the new slabs shall be performed as required during the remainder of the 25-year period.
3. Identify future demand impact on the existing building.

TASK F. COST ESTIMATE

Prepare an Order of Magnitude Construction Cost Estimate based on the final Comprehensive Physical Assessment Report for all upgrades and/or replacements and in accordance with the Authority's "General Estimating Guidelines", "Procedure No. C-3 - Construction Cost Estimates", and using the Authority's Estimating Worksheet; copies of which are available from the Engineer. The cost estimate will be based on the present value.

The Consultant shall determine the impact of each replacement/upgrade on the remaining systems and structures and include a cost for necessary modifications to those structures and systems.

Prepare the same as above for the *future demand impact* on the existing building.

TASK G. POWER POINT PRESENTATION

Prepare a detailed and comprehensive power point presentation on the physical assessment and the recommended repairs, upgrades, and replacements.

V. SCHEDULE AND SUBMISSIONS

Submit the work identified above for review by the 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 for the professional services to be performed specified herein within 7-calendar days after receipt by you of a fully executed copy of this agreement. Authority comments will be forwarded to you within 7-calendar days thereafter. Resubmit the schedule as final after incorporating Authority's comments within 7-calendar days after receipt of the Authority comments.
2. Submit 10-sets of 50% Progress Report as per Task F, within 90 calendar days. Authority comments will be forwarded to the Consultant within 15 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.

3. Submit 10-sets of the 100% complete Report as per Task F, within 150 calendar days. Authority comments will be forwarded to the Consultant within 15 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.
4. Submit 10-sets of Final Comprehensive Physical Assessment Report as per Task F, within 180 calendar days.

VI. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant the documents specified below upon submission, by the Consultant, of a signed Non-Disclosure Agreement (Attachment C). The documents were not prepared for the purpose of providing information for the Consultant upon the present work but were prepared for other purposes, and do not form a part of this Agreement. 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 thereby. 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. Said documents shall include Functional Drawings in AutoCAD electronic file format which will be provided for the Consultant's use as reference and background drawings.

The Authority shall also make additional documents available to the Consultant subsequent to award of this Agreement. Said documents shall be identified in a separate transmittal from the Project Manager to the Consultant at that time.

General

1. PABT Functional Drawings (11 drawings)
2. "General Estimating Guidelines", "Procedure No. C-3 - Construction Cost Estimates", and using the Authority's Estimating Worksheet; copies of which are available from the Engineer.
3. PANYNJ Administrative Procedure, AP 45.2, Sustainable Design Guidelines

Architectural

4. Port Authority Bus Terminal Occupancy and Egress Analysis

Civil

5. LT-240.003 – Lincoln Tunnel Approaches 41st Street Underpass West Section
6. LT-240.005 – Lincoln Tunnel Approaches 41st Street Underpass East Section

Electrical

7. BT-5 - Port Authority Bus Terminal – (Electrical Only)
8. BT-368 - Replacement of Motor Control Centers
9. BT-300 - Upgrade of Life Safety Control System
10. PABT Electrical Master Plan Study

Mechanical - HVAC

11. Contract LT-234.021 – Rehabilitation of Bus Ramp Roadways
12. Operations and Maintenance Manual for PABT (BT10) - HVAC System South Wing
13. Operations and Maintenance Manual for PABT (BT11) – Steam, Chilled & Heating Water Systems
14. Contract BT-200.100 WO #1 – PABT Modifications to Chiller Water System
15. Contract LT-240.012 – Lincoln Tunnel Approaches – 41st Street Underpass – Ventilation Building
16. 2.Contract LT-444 – 41st Street Ventilation Building – Rehab of Ventilation System

Plumbing And Fire Protection

17. BT-204.501: PABT- Pipe Condition Assessment

Structural

18. BT-3 Port Authority Bus Terminal Steelwork
19. BT-5 Port Authority Bus Terminal
20. BT-150.001 Port Authority Bus Terminal Expansion & Alterations
21. BT-190.006 Port Authority Bus Terminal Extension Structural Steel
22. BT-190.007 Port Authority Bus Terminal Extension
23. BT-190.021 Port Authority Bus Terminal Extension
24. LT-240.003 Lincoln Tunnel Approaches - 41st Street Underpass – West Section
25. LT-240.005 Lincoln Tunnel Approaches - 41st Street Underpass – East Section
26. LT-240.012 Lincoln Tunnel Approaches - 41st Street Underpass Ventilation Building
27. LT-7 Lincoln Tunnel Bus Terminal Connections
28. LT-8 Lincoln Tunnel Bus Terminal Connections
29. 2004 Condition Survey – Bus Terminal, 41st Street Ventilation Building & Access Tunnel
30. 2006 Condition Survey – Bus Terminal, Bus and Parking Level Slabs

Electronic Systems

31. MFB-204.016 W/O #17 (BT-421) Public Address System Upgrade
32. MFB-204.016 W/O #34 CCTV Surveillance System Upgrade
33. BT-200.100 W/O #28 800 MHz Radio In-Building Coverage Antenna System
34. BT-254.006 Visual Paging and Master Clock System
35. BT-315 Access Enhancement

VII.CONDITIONS AND PRECAUTIONS

A. General

Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Vehicular traffic shall always have priority over any and all of the Consultant's operations.

The existing mechanical systems may include asbestos containing materials. The consultants shall exercise extensive care during all phases of inspections. In the event that asbestos containing materials are suspected within areas being inspected, the consultants shall immediately notify the Engineer.

B. Identity Checks and Background Screening:

1. The Consultant and any sub-consultant shall follow security requirements at each facility, which may include but not be limited to:
 - a. The inspection of not less than two forms of valid and current government issued identification (at least one having an official photograph) to verify staff's name and residence;
 - b. Screening federal, state and local criminal justice agency information databases and files;
 - c. Screening of any terrorist identification files;
 - d. Multi-year check of personal, employment and/or credit history;
 - e. Access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.
2. The Consultant may be required to have staff, and any sub-consultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority.
3. The Authority may direct the Consultant and the Consultant's sub-consultant(s) to have identity checks and background screening performed by a particular firm designated by the Authority.
4. Follow facility access requirements when entering and exiting the each facility, which includes obtaining identification placards for all vehicles on site and identification badges for all personnel on site.

The Authority utilizes the Secure Worker Access Consortium (SWAC) for validating a person's identity and credentials. For additional information on SWAC, visit www.secureworker.com or call 866-477-7922.

C. 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 Engineer.

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 designated by the Engineer and shall provide all security required for such equipment.

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

D. Work Hours

The Consultant shall perform his work at the site as noted below, or as otherwise directed by the Engineer.

In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

1. Field inspections not affecting operations of the Facility: 8AM - 4PM, Monday through Friday
2. Public concourse space - cordon areas off for surveys at or above ceilings: 10AM - 2PM, Monday through Friday
3. 3rd & 4th Floor Bus Roadways, Bus & Parking Ramps: 10PM - 5AM, Monday through Friday
4. Lower Level Bus Roadways: 1AM - 5AM, Monday Through Friday
5. Coordinate elevator and escalator access with the Engineer. Inspecting the escalators can be performed when they are taken out of service for their normal maintenance 2-day clean down.

VIII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

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 liability policies (other than Professional Liability) 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 Manager 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 separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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:

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. Professional Liability Insurance:

Not less than \$2 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. 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, via e-mail, to the Project Manager.

- 1) 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.
- 2) 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.

The General Manager, Risk Management must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and/or policy.

* * *

EXHIBIT I

ADDITIONAL DRAFT AND FINAL ASSESSMENT REPORT REQUIREMENTS

1. Report Requirements

Prepare a report detailing the results of the comprehensive physical assessment. The report should include, but not be limited to, the following:

- A. Executive Summary
- B. Introduction
- C. General Description of systems and structure components inspected and reviewed from information provided by the Authority.
- D. Methodology of inspection and assessment.
- E. Findings for each of the systems and structure components including condition, age, expected lifetime, and recommended upgrades and/or replacements.
- F. Field charts for gathering the inspection data.
- G. Findings of recommendations for the impact of future growth demand. Include additional systems and structure components that would be required for the future growth demand.
- H. Appendices including:
 - a. Inspection forms and tables
 - b. Photos showing the existing systems and structure components.
 - c. Functional drawings of the existing facility revised to show actual field conditions.

2. 50% Completion Report

The report should include the general description of the systems and structure components inspected, the methodology of the inspection, field charts and inspection forms, photos, and preliminary assessment report including list of systems to be upgraded and/or replaced and recommend schedule for upgrades and/or replacements. The report shall also include the general description of the systems and structure components that the Authority has provided information on and do not need to be inspected (e.g. they are planned to be replaced).

The Consultant should assume two meetings/presentations at Authority offices to present their findings, and the Consultant should be available for questions, answers and follow up upon request.

3. 100% Completion Report

The report shall incorporate the Authority's review comments for the 50% review submission and include all report requirements.

The Consultant should assume two meetings/presentations at Authority offices to present their findings, and the Consultant should be available for questions, answers and follow up upon request.

4. Final Report

The report shall incorporate the Authority's review comments for the 100% review submission.

* * *

P.A. Agreement #*-08-*****

DATE

FIRM NAME

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES FOR THE PORT AUTHORITY BUS
TERMINAL – SOUTH WING COMPREHENSIVE PHYSICAL
ASSESSMENT**

Dear CONTACT:

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

2. This agreement will be signed by you and the Director of the Procurement Department. As used herein "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 *****, TITLE**, to act as his duly authorized representative. The Project Manager for this project is **MR./MS. *****, at (***) ***_****, or e-mail address *****@panynj.gov.**

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief Engineer. Time is of the essence in the performance of all your services under this Agreement.

4. In order to effectuate the policy of the Authority, the designs and the concepts in any Contract Drawings and Technical Specifications and all changes therein formulated by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said designs and concepts if the construction were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

5. 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 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.

In order to effectuate the policy of the Authority, the designs and the concepts in any Contract Drawings and Technical Specifications and all changes therein formulated by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said designs and concepts if the construction were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

6. 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 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 Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

7. 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 \$*** unless you are specifically authorized in writing to so continue by the Director. 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.

8. 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, C and D below, subject to the limits on compensation and the provisions set forth in paragraph 7 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. The Consultant shall be compensated at an amount equal to *. * times the actual salaries paid by you to professional and technical personnel but not partners, 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 architects, engineers, technical staff or other 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 that 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 partner's or principal's billing rate or amount are a) in accordance with the program of periodic merit and cost of living increases normally administered by it, b) warranted by increased costs of providing services under this Agreement, c) based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) 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, to be applicable under this agreement shall therefore in all cases be finally determined by the Chief Engineer or their 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 premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director 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.

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, 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 Director 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.

The 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 Director'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 uses his personal vehicle to provide services within the Port District (a radius of approximately 25 miles from the Statue of Liberty), the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

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 Director. 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

You shall obtain the Director'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.

9. 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 will be the basis for compensation under this Agreement as well as records of the amounts of such 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 one year after completion of services to be performed under this Agreement.

10. 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 purchases order number provided by the Engineer. 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.

11. 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 three (3) 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. You shall promptly and fully inform the Chief Engineer in writing of any patents or patent 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.

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 moneys 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 Chief Engineer has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

In order to facilitate the meeting of this goal, the Consultant's 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 Business and Job Opportunity 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 Authority 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 Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

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.

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 or 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 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 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;

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; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the 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.

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

Consultants are 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 proposal 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 an Authority agreement and then to establish that it is eligible to be awarded a agreement on which it has 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 an Authority employee, agent, job shopper, Consultant, construction manager or other person or firm representing the 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 Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other 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 Authority agreement), etc. which might tend to obligate the 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 Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the 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 agreement (other than a agreement for its own services to the Authority) to which it is contemplated the 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 Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, 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 Chief Engineer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Engineer, 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 Chief Engineer 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 Chief Engineer to be no longer appropriate because of such preclusion, then the Chief Engineer shall have full authority on behalf on 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 23 to 27 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.

FIRM NAME

- Page 16 -

DATE

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,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:

COMPANY: _____

By: _____

Title: _____

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.

ATTACHMENT B

**PERFORMANCE OF EXPERT PROFESSIONAL
ARCHITECTURAL AND ENGINEERING SERVICES FOR
THE PORT AUTHORITY BUS TERMINAL – SOUTH WING
COMPREHENSIVE PHYSICAL ASSESSMENT**

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority of New York and New Jersey's (Port Authority) 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 therefore (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.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, not to disclose to any competitor of the undersigned, information submitted which deals with pricing or other financial matters, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a Proposal.

NAME OF COMPANY

SIGNATURE OF OFFICER

TITLE

DATE

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2008, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____ (address) (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with a Request for Proposals (“RFP”) for the Performance of Expert Professional Architectural and Engineering Services for The Port Authority Bus Terminal – South Wing Comprehensive Physical Assessment (the “Proposed Project”); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Proposed Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Proposed Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Proposed Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Proposed Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to prepare a response to the RFP (the “Proposal”), the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the RFP and/or the Proposed Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Proposed Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Proposal Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) “**Authorized Disclosure**” means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Proposal Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Proposal.

(b) “**Confidential Information**” means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that

such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) “**Confidential Privileged Information**” means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) “**Confidential Proprietary Information**” means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Proposed Project, the Port Authority, or its facilities.

(e) “**Confidentiality Control Procedures**” means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law or by the terms of this Agreement.

(f) “**Critical Infrastructure Information**” (CII) has the meaning set forth in the Homeland Security Act of 2002 (42 U.S.C. §5195c(e)) and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 (6 U.S.C. §131-134). CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations.

(g) “**Information**” means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) “**Limited Access Safety and Security Information**” means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) “**Proposal Purposes**” means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in

preparing its Proposal in response to the RFP, and only for such period of time during which Recipient and its Related Parties are involved in Proposal related activities.

(j) “**Related Party**” and “**Related Parties**” means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(k) “**Sensitive Security Information**” has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. Use of Confidential Information. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Proposal Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. To assist Recipient in its determination of the adequacy of its Confidentiality Control Procedures, Recipient has been provided with a copy of the Port Authority’s Information Security Handbook.

(d) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(e) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(f) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(g) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. Disclosures and Discovery Requests. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. Retention Limitations; Return of Confidential Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or

other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Proposed Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of

1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port Authority:
Attn: Tracy Tiernan, Staff Contract Specialist
The Port Authority of New York and New Jersey
One Madison Avenue, 7th Floor
New York, NY 10010

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003
Attn: General Counsel

If to the Recipient:

with a copy to:

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Dated: New York, New York

RECIPIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____ (Title) of _____ (name of entity), a _____ (type of entity and jurisdiction of formation) (“**Related Party**”), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in connection with for the Performance of Expert Professional Architectural and Engineering Services for The Port Authority Bus Terminal – South Wing Comprehensive Physical Assessment for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____, _____, between _____ (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”). Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) (“**Related Party**”), am employed as a(n) _____(job title) by _____ (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated _____, _____ (hereinafter the “**Agreement**”) for the Performance of Expert Professional Architectural and Engineering Services for The Port Authority Bus Terminal – South Wing Comprehensive Physical Assessment. I understand that because of my employer’s relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Proposed Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____
Print Name: _____
Title: _____
Date: _____