

March 15, 2017

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF STRUCTURAL STEEL, REMOVAL OF LEAD BASED PAINT AND REPAINTING THE UNDERSIDE OF LOWER LEVEL (RFP#49070)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to provide expert professional construction management and related technical services for the George Washington Bridge Rehabilitation of structural steel, removal of lead based paint and repainting the underside of the lower level. The scope of the tasks to be performed by the Consultant are set forth in Attachment A to the Authority’s Standard Agreement (the “Agreement”) included herewith. You should carefully review the Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal, and forms the basis for the submission of Proposals.

I. PROPOSER REQUIREMENTS

The Authority will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirements:

- A. Successful completion of at least two (2) bridge rehabilitation projects similar in scope and complexity to those contemplated herein. The projects shall have had minimum values of \$5 million each and shall have been completed within the past fifteen (15) years.
- B. The proposed Principal Engineer shall be licensed to practice engineering in the States of New York and New Jersey and shall have a minimum of twenty (20) years of experience and multi-discipline (Structural, Electrical, Mechanical, Traffic and Environmental) technical expertise performing professional engineering services. The Principal Engineer shall have professional experience on at least two (2) bridge rehabilitation projects similar in scope and complexity to those contemplated herein.

II. PROPOSAL FORMAT REQUIREMENTS

To respond to this Request for Proposals (RFP), the Proposer shall submit a concise proposal in response to the following basic criteria:

- A. To be acceptable, this Proposal shall be no more than **40** pages (single-sided or 20 pages double-sided, using 12 point or greater font size), not including resumes. Each resume shall be two-pages maximum, single-sided or one-page double-sided, using 12 point or greater font size. The page limit pertains only to Letters G, I and J in Section III, below. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Firm Name,” and **RFP Number 49070** clearly indicated on the cover.
- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.

- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 World Trade Center, 21st Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and nine (9) USB flash drive copies, of your Proposal for review. In case of conflict, the reproducible original of the proposals and the written hard copy Agreement, if awarded, shall take precedence over material on the USB.

If your proposal is to be hand-delivered, note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification will be turned away and their packages not accepted.

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the below listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

- D. In each submission to the Authority, including any return address label, information on the compact disc or USB 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 this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. on April 5, 2017**. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

III. SUBMISSION REQUIREMENTS

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

B. Transmittal Letter

Submit a transmittal letter, on letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements." Your transmittal letter shall also include, but not be limited to:

Include a statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

1. If a 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 single entity proposer cannot demonstrate that it meets all of the referenced qualifications, then the single entity proposer may, with others, form a joint venture and request that the joint venture be deemed to be the Proposer (i.e. members of the joint venture may meet the qualification requirement collectively).
2. If the Proposer is a joint venture, the joint venture's Proposal shall contain an executed teaming agreement or, alternatively, if the entities making up the joint venture proposer have not executed a teaming agreement, the joint venture's proposal shall contain a summary of key terms of the anticipated agreement. If the joint venture proposer is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the proposal shall include a letter signed by each member indicating a willingness to accept joint and several liability until the point at which a corporation, limited liability company or other form of legal entity is formed for the purposes of undertaking the Agreement.

C. Complete a copy of Attachment C (Company Profile)

D. Qualifications and Experience of Staff

Provide detailed resumes of all full-time engineering and technical personnel of your firm who will be assigned to perform the requested services. Provide a detailed resume for each individual proposed that includes educational background, chronological history of employment and any relevant licenses and/or certifications. The resumes shall clearly identify the years of experience in the field related to the tasks for which the individual will be responsible.

The proposed Project Manager shall be licensed to practice engineering in the States of New York and New Jersey and shall have a minimum of fifteen (15) years of experience and multi-discipline (Structural, Electrical, Mechanical, Traffic and Environmental) technical expertise performing professional engineering services. The Project Manager shall have professional experience on at least two (2) bridge rehabilitation projects similar in scope and complexity to those contemplated herein.

Proposed Lead Design Engineers for each of the functional areas (Structural, Electrical, Mechanical, Traffic and Environmental) listed in Attachment A shall be licensed to practice engineering in the States of New York and New Jersey and shall have a minimum of ten (10) years of experience in their areas of expertise with a minimum of five (5) years of experience serving as Lead Engineers. All Lead Engineers for the aforesaid disciplines shall have professional design experience on at least two (2) bridge rehabilitation projects similar in scope and complexity to those contemplated herein.

- E. If proposing the use of subconsultant(s), provide the terms and conditions (including their multiplier and/or billing rates as appropriate), their Minority-Owned Business and/or Women-Owned Business (M/WBE) status, and the technical qualifications of their key personnel to be assigned to the subject project.
- F. Also provide the name(s), title(s) and hourly rate(s), as well as resumes for engineering and technical personnel who will be assigned to perform any services requested. Indicate billing rates for partners or principals and actual hourly rates for all other billable employees. Compensation for premium pay (i.e. holidays, shift differentials, regular days, weekends and night work or union required payments) must be included.

G. Qualifications and Experience of Firm

Specific relevant experience of your firm. Submit your firm's qualifications and experience in providing the services specified in Section I "Proposer Requirements," Letters A and B. For all projects referenced, include the name of the company, a brief description and the value of services performed, a contact person and current telephone number for verification purposes. Indicate whether said projects were completed on schedule and within budget. Provide an explanation, if applicable, for why a project was not completed on schedule and/or within budget.

H. Project Staffing Analysis:

Provide a staffing and cost analysis for each task to be performed as identified in Attachment A using the Excel spreadsheet in the following link: [Attachment D - \(Staffing & Cost Analysis Sheet\)](#). Staff analysis should provide a breakdown for each discipline identifying hours of work per task, reimbursable direct costs, actual hourly pay rate, and multiplier / billing rate.

I. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of said tasks. Include an estimated list of contract drawings for Task G. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services described in Attachment A as well as any specific software or other technology you may employ in the performance of these services.

J. Management Approach

A detailed description of the proposed Management Approach to be taken in performance of the required services. This shall include, but is not limited to:

1. A staff organization chart for the Project that identifies each area of responsibility (including each firm, if any, on the team). For all intended sub-consultant(s), indicate their MBE/WBE status, with the Authority.
2. An organization chart that identifies the key individuals, their firms, work locations, and a clear management structure for sharing project responsibilities, work allocation, oversight, deliverable, costs and reporting responsibilities across multiple offices during performance of the services stipulated in Attachment A.

3. Your proposed organizational structure shall be responsive to the Authority's needs; shall include your approach and schedule for keeping the client apprised of the project status; and ensure the quality of the services to be performed.
- K. Your attention is directed to Paragraph 23 of the Agreement in which the Authority has stated the Minority Business Enterprises (MBEs) and Women Business Enterprises (WBE) goals for participation in this program. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

The Consultant shall include its MBE/WBE Participation Plan (Form PA 3760C) with its Proposal, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

The MBE/WBE Plan submitted by the Consultant to the Authority shall contain, at a minimum, the following:

- Identification of MBE/WBEs: Provide the names and addresses of all MBE/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of MBE/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

All MBE/WBE subconsultants listed on the MBE/WBE Participation Plan must be certified by the Authority in order for the Consultant to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for MBE/WBEs by a particular commodity or service. The Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCR. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subconsultants or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performance of work designated for a subconsultant by the Consultant's own forces, shall be deemed a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored by the Authority throughout the duration of the Agreement.

The Consultant shall also submit to the Project Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or the product or service supplied by each such subcontractor

or supplier, the date and amount of each expenditure, and such other information as it may assist the Project Manager in determining the Consultant's compliance with the foregoing provisions.

MBE/WBE Conditions of Participation

MBE/WBE participation will be counted toward meeting the MBE/WBE agreement goal, subject to all of the following conditions:

1. Commercially Useful Function: An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Consultant and the MBE/WBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Consultant will receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

2. Work Force: The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other Subcontractors on the Contract, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

3. Supervision: All Work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Consultant, other subconsultants on the agreement, or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the Work.

Counting MBE/WBE Participation

The value of the Work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. Subconsultants: One hundred percent (100%) of the value of the Work to be performed by an MBE/WBE subconsultant will be counted toward the MBE/WBE goal. The value of such Work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Consultant, other subconsultants or their affiliates will not be counted. When a MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subconsultant work may be counted toward MBE/WBE goals only if the MBE/WBE subconsultant is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.

2. Material Suppliers: Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

3. Broker's/Manufacturer's Representatives: One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services. The costs of materials and supplies themselves will not be counted.

4. Services: One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

5. Joint Venture: Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Contact OBDCR at (201) 395-3958 for more information about requirements for such joint ventures.

L. Provide a complete list of your firm's affiliates.

M. If the Proposer or any employee, agent or subconsultant 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.

Proposers are advised that nothing herein shall preclude the Authority from determining at a subsequent point in time during performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that a firm(s) selected for performance of the subject services, is/are expressly precluded from participation in, or the performance of other procurement opportunities for

any project on which the firm has provided such services. Proposers are directed to paragraph 33 of the attached Standard Agreement. Proposers are further advised that under this Agreement, firms must provide, upon receipt of a Task Order issued by the Port Authority, written notice to the Port Authority of any existing or potential conflict of interest the firm(s) may have in the performance of Services under this Agreement.

- N. The selected Consultant(s) shall comply with the requirements of the Agreement. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if you have any specific exceptions, such exceptions should be set forth in a separate letter included with your response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you is set forth in Attachment A to the Authority's standard agreement.

IV. SELECTION PROCESS

The qualifications based selection shall take into consideration the following technical criteria, and subsequently cost, as appropriate. After consideration of these factors, the Authority may enter into negotiations with the firm(s) deemed best qualified, in terms of the forgoing technical criteria, to perform the required services.

- A. qualifications and experience of the staff proposed to perform services hereunder;
- B. qualifications and experience of the firm, including the quality of similar services provided to others including the demonstrated ability to complete the services in accordance with the project schedule;
- C. project staffing analysis;
- D. technical approach to the performance of the contemplated services; and
- E. management approach to the performance of the contemplated services.

V. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority will provide certain documents to those firms interested in responding to this RFP. In order to receive these documents, a firm must first submit the following to the Solicitation Manager listed in Section VII below (firms may send a PDF attachment of the required documents to the Solicitation Manager via email), with an original hard copy containing original signatures to the address provided in Section II.C. above:

- A. A letter of intent to propose on this RFP, signed by a principal of the firm on firm letterhead
- B. A completed Attachment C (Company Profile). Please note the documents will be sent via overnight post (encrypted, password protected file only) to the contact provided by the firm in Attachment C.
- C. A notarized affirmation signed by a principal of the firm that contains the following certification:
 - (1) the information provided by the Authority will be kept in confidence;

- (2) the information provided will be used only for the purpose of addressing the requirements of the RFP, and for obtaining pricing information required to submit a proposal; and
- (3) the information provided will be destroyed in the event of notification that the firm(s) was not awarded a contract for the work to be performed under this Agreement.

E-mailed PDF requests must be received by no later than 12:00 p.m. on April 3, 2017. Submission of any information requested in accordance this Section is separate and apart from that also requested elsewhere in this RFP. If the information is also required under any section of the RFP, including, but not limited to, Proposer Requirements and Proposal Requirements, the information must also be submitted with the firm's proposal. Submission of such information in response to this Section will not constitute submission of the information for purposes of the RFP.

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 sub-consultants 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:

- a. Consultant/sub-consultant 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 staffs 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;
- b. Requiring that the Consultant/sub-consultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- c. Issuance of Photo Identification cards; and
- d. Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its 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. 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 sub-consultants during the term of this Agreement to address changing security conditions and/or new governmental regulations.

VI. ORAL PRESENTATIONS

After review of all Proposals, 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 short advance notice. Presentations will be limited to 30 minutes, and should

include material contained in your Proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff making the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this program. Notification of presentation scheduling will be made by email. Please provide the name, telephone number, and email address of the person who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

VII. 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 its 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 consultants, contractors, affiliates, subcontractors and subcontractors' affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of the Treasury.

Proposers are also advised that additional vendor information, including but not limited to forms, documents and other related information, may be found on the Authority website at www.panynj.gov or <http://www.panynj.gov/business-opportunities/become-vendor.html>.

After a review of all proposals received, the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. Signature shall be by a corporate officer. The return of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please contact Jessica Smith, Solicitation Manager, at jlsmith@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number, and state "RFP 49070" in the subject line. The Authority must receive all questions no later than 4:00 P.M. EST, seven (7) working days before the RFP due date. Neither Ms. Smith, 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. For RFP updates and Addenda, if any, Proposers are encouraged to access, and monitor, the Authority website at <http://www.panynj.gov/business-opportunities/bid->

[proposal-advertisements.html](#). You should, therefore, monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

Proposal preparation costs are not reimbursable by the Authority. The Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

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

The Authority reserves the 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,

David Gutiérrez, CPPO
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF STRUCTURAL STEEL, REMOVAL OF LEAD BASED PAINT AND REPAINTING THE UNDERSIDE OF LOWER LEVEL

I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

The George Washington Bridge (GWB), opened in 1931, is a two-level, fourteen lane suspension bridge carrying Interstate 95 across the Hudson River, between Fort Lee, New Jersey (NJ) and Upper Manhattan, New York (NY). The main span is 3,500 feet long and the New Jersey and New York back spans are 610 feet and 650 feet, respectively. The six lanes of the lower level were constructed and opened to traffic on August 29, 1962. The distance between the outermost curbs is 90’-0”. Eastbound and westbound lower level traffic lanes are separated by a 15-foot wide, open median, covered with a chain link fabric. The lower level floorbeams are 7’-1/2” deep built-up steel members spaced at 30’-0”. Rolled steel stringers, spaced at 6’-0” (+/-), bear on top of the floorbeams and support a 4 ½” deep, concrete filled steel deck that has galvanized steel stay-in-place forms. The floorbeams frame into the stiffening trusses. The stiffening trusses are Warren type trusses, constructed of built-up steel box members.

During construction of the lower level in the 1950s and 1960s, temporary movable platforms (travelers) were constructed (two travelers under the main span and one under each back span). As required by the Authority, the contractor rehabilitated the traveler system and turned it over to the Authority at the completion of construction in 1962.

The George Washington Bridge - Rehabilitation of Structural Steel, Seismic Evaluation, Removal of Lead Based Paint and Repainting of the Underside of Lower Level– Stage II Design Development Package Report, dated February 2014 (“Stage II Report”), provides recommendations to rehabilitate the GWB Lower Level under two separate contracts, one for short term rehabilitation and the other for long term rehabilitation:

- All the short term rehabilitation recommendations listed in the Stage II Report are currently being addressed under Contract GWB 244.240 (awarded in 2015, currently in construction), including new priority repairs identified in the 2013 GWB QAD Biennial Inspection Report that were not originally included in the Stage II Report. Also, new priority repairs identified in the 2015 GWB QAD Biennial Inspection report are being addressed under a separate contract.
- All the long term rehabilitation contract recommendations listed in the Stage II Report, except for repainting of the New York tower lower portion and barrier replacement scope of work, will be advanced to final design. A brief background of the long term rehabilitation work items is provided below:

Traveler System

There are four travelers (two on the main span, referenced herein as NY and NJ main span travelers, and one on each back span, referenced herein as NY and NJ back span travelers). Each existing traveler consists of a box shape truss with a grated work area of 8'-0" x 116'-0" on the top. The top and bottom chords of the truss are horizontal vierendeel trusses. The two side trusses are 4'-0" deep by 116'-0" long Pratt-type trusses. The truss members (chords, diagonals, struts, vertical, lateral bracings, etc) consist of steel angles and channels. Each platform's grated floor work area is extended on both sides with a sloping 8'-0" wide wing covered with a chain link fabric safety net to safeguard personnel on the traveler. Both ends of each traveler have a ten-foot high chain link fence located beyond the fascias of the stiffening trusses.

The platforms travel on two castellated-beam rails. The rails are continuous for the full length of bridge, except for a 70'-0" distance at each tower. The rails are spliced under each floorbeam with a web splice only. Each rail is suspended from both sides of every floorbeam with two steel rods connected to a bracket bolted to the web of the floorbeam.

The original travelers were powered by diesel generators mounted on the bottom chord of the truss. Tractor motors, gear train and drive wheel assemblies connect each traveler to the bottom flange of each rail at two support points.

During a 1990 rehabilitation program, traveler steel was repaired and/or strengthened to allow for safe operation under loading recommended by OSHA for light duty construction platforms. The diesel generators were removed and electric power was provided by a continuous bus bar connected to the south rail. All mechanical parts were reconstructed with new components as required by the Authority. The NY main span traveler was removed in 2016 under Contract GWB 244.240. Also, the structural members of NJ main span and NJ side span travelers are being currently repaired under Contract GWB 244.240.

Replacement of the traveler system was previously investigated. However, it was not advanced to final design. In 2014, a Stage II conceptual study of the traveler replacement was completed based on inputs from various stakeholders at the Authority. Design requirements and conceptual details for the new travelers were provided in the Stage II Report.

Stiffening Truss Bottom Chord Repairs

The stiffening trusses required for the addition of lower level roadways were added in 1961. The original top chords were retained and new bottom chords, verticals and diagonals were added to form the suspended span stiffening trusses. The bottom chords of the stiffening trusses are built-up riveted box shaped chords consisting of solid plates for top flanges and web plates, perforated bottom flange plate and continuous angles at the corners of the box to rivet all components into a 25" deep by 32" wide box section.

During the 2011 Biennial Inspection and Stage II 2013 Verification Inspection it was found that the bottom chord of the stiffening trusses suffered corrosion damage, which in some cases resulted in top and bottom flange plate distortion due to rust packing and expansive corrosion action. A significant amount of impacted rust has developed between the flange top and bottom cover plates and the corner angles of the bottom chord. The distorted edges of the cover plates allow for the accumulation of water run-off and de-icing chemicals on the top of the chord. This has resulted in varying degrees of pitting corrosion of the top surface of the stiffening truss bottom chord cover plate. A conceptual detail for repairing the stiffening truss bottom

chord was presented in the Stage II Report and was subsequently further developed and advanced to final design under GWB 244.240 Contract.

Steel and Concrete Repairs

The Stage II Report has identified areas of repairs to be addressed under two separate contracts, one for short term rehabilitation and the other for long term rehabilitation. All the short term rehabilitation recommendations listed in the Stage II Report are currently being addressed under Contract GWB 244.240 (awarded in 2015 and currently in construction), including new priority repairs identified in the 2013 GWB QAD Biennial Inspection Report that were not originally included in the Stage II Report. Also, new priority repairs identified in the 2015 GWB QAD Biennial Inspections report are being addressed under a separate contract.

Under the Long Term Rehabilitation contract, all the routine and safety repairs at Spans 1 through 3 (suspended spans) and Spans 4 through 11 over the New York Anchorage including repairs required to be carried out within the next six to ten years to maintain the GWB Lower Level in a state of good repair are to be addressed. The identification, location and estimate, for these long term repairs listed in the Stage II Report are based on the 2009 and 2011 Biennial Inspection Reports, and the 2013 verification inspection, but need to be revised and field verified based on the latest 2015 GWB QAD Biennial Inspection report.

Existing Deteriorated Paint System/Unprotected Steel and Asbestos Containing Materials

The original paint remains on most steel of the lower level. The paint is now more than 50 years old and contains lead, chromium and other heavy metals. Areas of lower level steel most susceptible to corrosion, such as areas below deck joints and below the open median, have received additional coats of paint. A general coating condition survey of the lower level steel was conducted in 2012 and the survey results are presented in the Stage II Report. The survey concluded that the existing coating system is severely deteriorated and in poor condition and recommended removing and replacing the bridge coating system at the lower level underdeck framing excluding the stiffening truss members and floorbeam ends, which were recoated in the late 1990's. Although the Stage II Report also recommended the removal and replacement of the existing coating system in the NY Tower Lower portion (the portion of the tower below the lower level roadway), this is being addressed by the Authority and has been excluded from this project scope.

Lower Level Roadways Median Open Area Upgrades

The existing median barriers on the Lower Level roadways of the GWB consist of a steel median barrier and narrow curb. The total height of the barrier including an eight (8) inch curb is 2'-3". The distance between the back faces of the median barriers is 14'-11 1/2". The open area between the back of median barriers is shielded by chain-link fabric that is supported at the back of the median barriers.

Each median barrier parapet is supported by transverse diaphragms that are spaced at regular intervals with diaphragms supported on two lower level stringers on each side of the median. There is currently no maintenance catwalk behind the median barrier parapets.

Contract drawings (GWB-489) were prepared for upgrading the chain link fence in the open median area (between the lower level median barrier parapets) with an open floor steel grating platform and underlying framing system in 2002 and were further updated in 2013 but were never bid or constructed.

Seismic, Wind and Service Capacity Upgrades

A global and local structural analysis of the GWB using ANSYS software package was performed in order to evaluate the seismic and wind performance of all bridge structural elements and the results are presented in the Stage II Report. Site Class A response spectra for 1500-yr (Lower Level) and 2500-yr (Upper Level), and corresponding time histories were used for seismic analysis. Wind loads were calculated based on a basic wind speed of 120 mph in conjunction with available site specific data. In addition, service load analysis was performed in order to evaluate the capacity rating of the stiffening trusses, towers and deck framing elements for different load combinations. A brief summary of the Stage II Report findings is provided below:

- Many of the members in towers and stiffening trusses were deficient i.e. Demand/ Capacity ratio was greater than the acceptable threshold of 1.10 ($D/C > 1.10$) under the 2500-year seismic load combinations when evaluated using the American Association of State Highways and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Method.
- The stiffening truss verticals adjacent to both towers also show D/C ratio greater than 1.0 under wind loading combinations.
- Based on the overall demand/ capacity analysis conducted for the GWB structural elements it was determined that the verticals of stiffening trusses and towers braces would require strengthening to withstand the anticipated demands under the seismic and wind load cases.
- A load rating analysis of the lower level deck framing elements (floorbeams, stringers and concrete filled grid deck) concluded that the existing elements have adequate capacity for the HS-20 and Weigh-In-Motion (site specific) trucks. However, the fatigue stress of the riveted cover plates of the floorbeam bottom flange exceeded the allowable threshold at and near the center of the floorbeams and would require replacement with high strength bolts.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of preparing Design Development Documents, Final Design and Contract Documents (Stage III) and performing Post Award Services (Stage IV) for the Long Term Rehabilitation of GWB Lower Level. The long-term rehabilitation construction contract shall include but not be limited to:

- a. Removal of the existing traveler system and construction of a new traveler system consisting of four (4) new travelers
- b. Stiffening Truss Bottom Chord Repairs
- c. Steel and Concrete Repairs (Priority, Routine and Safety Repairs)
- d. Removal of Lead Based Paint and Repainting Lower Level Underdeck framing with the exception of floorbeam end(s) and stiffening truss(es)
- e. Median open area upgrade at the lower level roadways consisting of removal of safety netting and installation of new platform grating and support framing system in the median areas
- f. Seismic, wind and service capacity upgrades (including replacement of rivets with high strength bolts at floorbeam bottom flange)

The above listed scope of work shall be in accordance with the recommendations detailed in the Stage II Report unless otherwise stated herein and shall include but not be limited to preparation of a Design Criteria Summary; field inspections and verification; preparation of a Design Development Report; development and vetting of alternative construction staging schemes, preparation of presentations of alternatives and project status to senior level Authority staff; final design and contract documents; preparation of construction cost and schedule estimates; and performance of post-award services.

The Consultant shall be responsible for all involved disciplines and sub-consultants on the job, except as otherwise noted herein, and shall coordinate all services hereunder with other GWB contracts, etc. as appropriate, and as required by the Authority.

III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant may include, but are not limited to:

TASK A. PROJECT SCHEDULE AND QA/QC PROGRAM

1. Submit a detailed project schedule and specific Consultant's Quality Assurance/Quality Control (QA/QC) program for performance of all tasks. The schedule shall include but not be limited to: project milestones and interdependencies, tasks and sub-tasks, allowance for review of all submittals by the Authority, and incorporation of all Authority comments. The project schedule shall be prepared using Primavera P6 (Critical Path Method format) or industry software compatible with Primavera P6. The schedule shall also include assumed construction duration which the Consultant shall review and update by the completion of Stage III. The Consultant shall incorporate the Authority's comments and submit as final.
2. Prepare a PowerPoint version of the project schedule using Microsoft Office 365 – PowerPoint 2016 or compatible version. The PowerPoint file shall be made available to Authority staff for internal presentations.
3. Update the PowerPoint version of the schedule monthly to reflect the progress of all items being tracked.

TASK B. MEETINGS

1. Attend a kick-off meeting and monthly progress meetings, as required by the Authority.
2. Record, and subsequently distribute for review and comment (to all participants), draft minutes. Incorporate all comments as appropriate and resubmit minutes to the Authority as final.
3. Prepare presentation material for meetings as required.
4. Meetings shall take place within the Authority facilities, or at the Consultant's offices as determined by the Authority.
5. Prepare an agenda before each meeting in coordination with the Authority. Submit to all participant's draft minutes for all meetings attended by the Consultant within three (3) business days after the meeting. Incorporate Authority comments as directed and submit and distribute the minutes as final within two (2) business days of receipt of such comments, and implement such follow-up as appropriate. Both draft and final Minutes

shall identify items requiring follow-up action, action to date and a summary of critical path items, as appropriate.

Estimate a total of 48 meetings, and 30 staff hours per meeting (inclusive of presentation and meeting minute preparation).

TASK C. DOCUMENT REVIEW

1. Collect, research and review all relevant documents available from the Authority's files located at 20th Floor, Four World Trade Center, New York, NY and 2 Montgomery Street, 1st Floor, Jersey City, NJ 07302.
2. Data not available at the locations mentioned above in Task C.1. shall be researched, reviewed and collected during your field verification (Task E).

Estimate a total of 480 staff hours for Task C.1.

TASK D. DESIGN CRITERIA SUMMARY

1. Prepare a detailed summary of all criteria to be used for the contemplated services. The summary shall include but not be limited to:

Codes, standards, ordinances, regulations, loads, capacities, material, utility design, and assumptions. Said criteria shall conform, but not be limited to, documents listed below and be based on the edition that is in effect at the conclusion of Task G-Final Design and Contract Documents, plus all revisions, supplements thereto, and updates as appropriate:

- a. American Association of State Highway and Transportation Officials (AASHTO)
 - AASHTO: LRFD Bridge Design Specifications.
 - AASHTO: LRFD Bridge Construction Specifications.
 - AASHTO: Standard Specifications for Highway Bridges.
 - AASHTO: Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
 - AASHTO: "A Policy on Geometric Design of Highways and Streets".
- b. Federal Highway Administration (FHWA)
 - FHWA: Seismic Retrofitting Manual for Highway Structures: Part 1 – Bridges (FHWA-HRT-06-032).
 - FHWA: Seismic Retrofitting Manual for Highway Structures: Part 2 – Retaining Structures, Slopes, Tunnels, Culverts, and Roadways (FHWA-HRT-05-067).
 - FHWA: Seismic Retrofitting Manual for Highway Bridges (FHWA-RD-94-052).
 - FHWA: Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals.
 - FHWA: Manual on Uniform Traffic Control Devices.
- c. The American Welding Society Bridge Welding Code AWS D1.5
- d. National Fire Protection Association (NFPA)

- NFPA 14, Installation of Standpipe and Hose Systems
 - NFPA 502, Road Tunnels, Bridges, and Other Limited Access Highways.
- e. Occupational Safety and Health Administration (OSHA) – All Standards.
 - f. Americans with Disabilities Act (ADA) Standard for Accessibility Design.
 - g. The Society for Protective Coatings (SSPC)
 - h. New York City Building Codes.
 - i. New York City Noise Control Code Local Law 113.
 - j. New York State Department of Transportation (NYSDOT) LRFD Bridge Design Specifications/Standards Specifications for Highway Bridges;
 - k. New York State Department of Transportation (NYSDOT)
 - NYSDOT: Bridge Manual;
 - NYSDOT: Standard Specifications for Construction and Materials.
 - NYSDOT: Steel Construction Manual.
 - Seismic Design Guidelines for Bridges in Downstate Region, May 2016.
 - NYSDOT LRFD Bridge Design Specifications EI16-016.
 - l. New Jersey Department of Transportation (NJDOT)
 - NJDOT Bridges and Structures Design Manual.
 - NJDOT: Standard Specifications for Road and Bridge Construction.
 - NJDOT: Seismic Design Considerations (FHWA-NJ-2010-006).
 - m. Part 56 of Title 12 of the Official Compilation Codes Rules and Regulations for the State of New York: (12 NYCRR, Part 56) – Industrial Code Rule 56 ASBESTOS.
 - n. New Jersey Administrative Code (N.J.A.C.): Section 5.23-8, Subchapter 8 – Asbestos Hazard Abatement Code.
 - o. NEC Code for electrically powered mechanical drive systems.
 - p. CMAA (Crane Manufacturers Association of America) Specification No. 70
 - q. Coast Guard regulations compliance.
 - r. Port Authority Engineering Department Design Guidelines - Traffic
2. Identify conditions and precautions that apply to the field inspection/verification and construction processes, including operational restrictions and noise restrictions.
 3. The consultant is responsible for fulfilling all sustainable design requirements, including achieving compliance with the PANYNJ Sustainable Infrastructure Guidelines (SIG) and integrating requirements into both contract drawings and specifications. The consultant shall target Gold level of SIG certification and include the SIG Checklist in the Design Criteria Summary. “Certified” is the minimum acceptable standard. The SIG Checklist shall include, at a minimum, the following project type: Bridge and Tunnel Rehabilitation.

4. Review recent contracts provided by the Authority and meet with both Authority Facility and Construction personnel.
5. Submit a draft Design Criteria Summary documenting findings in performance of this Task. Incorporate Authority comments as required, and submit the Final Design Criteria Summary.

TASK E. FIELD INSPECTION AND VERIFICATION

(See Section VIII. Conditions and Precautions, below for requirements related to the performance of field services.)

1. Prepare all maintenance of traffic (MOT) drawings needed for the field inspection. Inform and coordinate with the Authority for all access and lane closures required for the inspection. Meet with facility personnel to discuss any operational impacts to their operations and obtain approval prior to performing each field inspection. Provide maintenance of traffic in accordance with the approved MOT drawings, including traffic control devices, as required to inspect the structure and to maintain traffic under and on the structure during fieldwork. All MOT principles shall conform to the current Federal Manual on Uniform Traffic Control Devices and PANYNJ GWB Routine Lane Closure Guidelines.
2. Prior to performance of the field work, submit a draft Field Inspection/Verification Plan identifying all locations to be inspected, as required, to verify existing details and conditions of all bridge elements and collect all missing information for design and drawings development including but not limited to:
 - a. Safety and routine repairs (including Structural repairs) identified as part of Long Term Rehabilitation scope in the Stage II Report. Although inspection notes and photos collected as part of Stage II report will be made available, the Consultant shall independently field verify all information for use in developing the design documents.
 - b. New safety and routine repairs that have been included in the latest GWB Main Span Lower Level 2015 Biennial Inspection Report dated December 2015 but were excluded from the Stage II Report.
 - c. Priority repair GWB-BR001-045 (jammed finger joint plates at PP 1E), as identified in the GWB Main Span Lower Level 2015 Biennial Inspection Report dated December 2015 but were excluded from the Stage II Report.
 - d. Locations that will be inspected to quantify, locate and define the limits of all work needed for replacement of travelers and traveler support elements, cleaning and painting of the underside of the GWB Lower Level roadway framing elements, upgrade of the median open areas and related support elements, steel and concrete repairs, stiffening truss bottom chord repairs, as well as seismic, wind and service capacity upgrades including replacement of rivets with high strength bolts at floorbeam bottom flange.
 - e. Concrete filled steel deck, deck joints, catwalks, barrier curbs, handrails, drainage systems, sign structures and utilities, previous repairs, roadway pavement, utility castings, fire standpipe systems, electrical equipment (including light poles, fixtures, conduits, raceways, wiring, junction boxes, etc.); and electrical power sources and

loads that may be affected by interruption of power during relocation of electrical equipment, raceways and wiring;

- f. Utilities that may restrict access or limit performance of the verification services;
- g. Identification of all hazardous materials that will be impacted by the construction, and identification of all confined spaces and permit-required-confined-spaces in this project. Hazardous materials include but are not limited to lead containing paint, asbestos, polychlorinated biphenyl's (PCBs), and universal wastes.
- h. Identification and determination of noise restrictions and noise restricted areas.

The Field Inspection/Verification Plan shall indicate the scope and extent of survey work that must be completed as part of the Consultant's 25% submission, as required in Task F below.

Incorporate Authority comments, as required, and resubmit the draft plan as Final. Upon approval of the Field Inspection/Verification Plan by the Authority proceed with performance of Field Inspection/Verification.

3. Field Inspection/Verification:

- a. Perform a hands-on Field Inspection/Verification as required to quantify, locate and define the limits of all work required to satisfy the project scope of work, to prepare the contract documents required hereunder, and as required to verify and supplement (as appropriate) findings in the referenced documents, included herewith and made a part hereof. As part of hands-on Field Inspection/Verification, perform Asbestos Containing Material (ACM) and other hazardous material survey of the existing areas/structures which are likely to be impacted as a result of the proposed construction. All steel paint shall be assumed to contain lead.
- b. Verify existing field conditions including taking all appropriate field measurements, as required, to perform all tasks.

Include conditions of all structures in their entirety (except as noted otherwise) as required to: determine surface area and effort required to abrasive blast and repaint each type of steel member and connection detail as well as the surface area and effort required for the collective total of all details and surfaces; determine the location and extent of each deficiency; verify the conditions reported in the latest Biennial Inspection and Stage II Reports (included herewith and made a part hereof). Include conditions of all structural, mechanical and electrical components of the traveler system.

- c. Provide all equipment, including but not limited to rigging, temporary structures, scaffolds, ladders, bucket trucks, manlifts, shadow trucks as required for your inspection of the structure(s) and to maintain traffic under and over the structure.
- d. Identify all electrical equipment (including light poles, fixtures, conduits, raceways, wiring, junction boxes, etc.), signs, utilities and their supports, drainage systems and/or fire standpipe systems that interfere with the work of this project.
- e. Determine the extent of modification/relocation of existing conditions/utilities required to eliminate interferences and provide necessary clearances for construction activities.

- f. Evaluate and verify capability of existing electrical feeder system for proposed traveler system.
4. Upon completion of the Field Inspection/Verification services, prepare and submit to the Authority draft and final report documents that include the findings with photographs, as part of the Design Development Report (DDR), required under Task F below.

TASK F. DESIGN DEVELOPMENT REPORT (CONSIDERED AS 25% SUBMITTAL)

Upon approval by the Authority of the Design Criteria Summary, prepare a DDR documenting your field inspection findings, repair schemes and recommendations in performance of the foregoing tasks. The report shall also include but not be limited to:

1. Design development of:
 - a. Details, materials, systems and staging schemes for lead based paint removal and repainting of the lower level underdeck framing steel, stiffening truss bottom chord repairs, steel and concrete repairs and median open area upgrades including all temporary works;
 - b. Identification of reasons for the lateral shift/jamming of the finger joint plates at Panel Point (PP) 1E based on inspection and analysis of all the supporting framing elements, stiffening truss, NY anchorage and related connections. Provide details, materials, systems and staging schemes for removal and resetting/replacing of the jammed finger joint plates at PP1E related to Priority repair GWB BR001-045;
 - c. Development of methods/plans of eliminating the interferences or obstructions, to perform the required structural work, (Such plans may include temporary or permanent removal or relocation of obstructions);
 - d. Identification of all utilities, including electrical equipment (light poles, fixtures, conduits, raceways, wiring, junction boxes, etc.), signs, utilities and their supports; that would have to be temporarily supported/relocated for any scope of work items. Provide recommended methods/plans for correcting deficiencies.
2. Load Ratings and Service Capacity Upgrade Verification and Evaluation:
 - a. Verify and update the original and as-inspected section properties of the lower level framing (main floor beams, stringers) and stiffening trusses (chords and web members) that were previously completed and presented in the Stage II Report.
 - b. Verify and update the ANSYS 3-dimensional Finite Element Model of the GWB suspension bridge and analysis of all structural elements of the lower level and stiffening trusses, in order to verify and update the load ratings and retrofit recommendations that were previously completed and presented in the Stage II Report. A digital copy of the finite element model of the GWB will be provided to the selected consultant. Assume responsibility as the Engineer-of-Record for code compliance, analysis findings and recommendations.
 - c. Verify and update the load ratings performed during Stage II for the following different loading conditions:
 - i. No truck loading (trucks permitted on upper level only)
 - ii. HS20 truck loading (trucks permitted on lower and upper level)

- iii. 60T Truck live load based on a 2009 Weigh-In-Motion (WIM) study performed for the GWB Upper Level roadway (trucks permitted on lower and upper level).
- iv. 90T Fatigue live load based on a 2009 WIM study performed for the GWB Upper Level roadway (trucks permitted on lower and upper level).

3. Wind Tunnel Test:

Complete sectional model wind tunnel testing to:

- a. Verify the GWB's aerodynamic stability is not affected due to installation of median open area upgrades (The upgrades were recommended in Stage II Report and are shown in Contract GWB-489).
- b. Determine the wind coefficients
- c. Confirm wind design/evaluation parameters for verifying and updating the wind analysis (see Task F.4)

Submit a Sectional Model Testing Report containing the following information, at a minimum:

- a. Section model testing information including objectives and criteria, model description, wind tunnel test procedures, and angles of wind attack to be included;
- b. Results of wind buffeting including background information, mean and background fluctuation, wind loads, inertial loads due to wind-induced bridge motions, and simplified wind load distributions for structural design;
- c. Static aerodynamic coefficients (lift, drag, and moment), aeroelastic flutter coefficients, and vortex-induced aerodynamic motions.
- d. Recommendations for modifying the median open area upgrades to satisfy aerodynamic stability requirements

4. Seismic and Wind Analysis and Retrofit Verification and Evaluation:

Evaluate and update the ANSYS 3-dimensional Finite Element Model of the GWB suspension bridge and analysis of all structural elements of the lower level and stiffening trusses, in order to verify and update the seismic and wind analysis findings and retrofit recommendations that was presented in the Stage II Report. A digital copy of the finite element model of the GWB will be provided to the selected consultant. Verify the response spectra for 1500-yr (lower level) and 2500-yr (upper level), and corresponding time histories that were provided in Stage II Report and provide update to the current code, as required. Assume responsibility as Engineer-of-Record for code compliance, analysis findings and recommendations.

5. Traveler System:

- a. Evaluate and verify that the traveler scheme and traveler dimensions provided in the Stage II Report satisfies code requirements listed in Task D.1 (The recommended option in Stage II Report is Alternate A which consists of two platforms in the main span and one platform in each back span. Each traveler platform shall be supported by three main trusses. Travelers shall also support boom lifts). Compute the weight of the required traveler system, load and equipment capacities and power requirements of the traveler. Analyze capability of existing electrical feeder system to accommodate two

- (2) Alternative Drive Motors (AC wound rotor motors driving on the same track beam and DC shunt wound motors speed controlled via motor generator set). Provide updated conceptual structural, electrical and mechanical component/system details satisfying all the latest code requirements, design requirements and recommendations provided in the Stage II Report.
- b. Evaluate the combined stresses on stiffening truss bottom chords due to global forces on the suspended superstructure and local demands due to weight of travelers.
 - c. Evaluate and verify the proposed traveler rail beam and connection to the truss bottom chord detail provided in Stage II Report and provide updated conceptual details. Ensure that the lower level framing elements and truss bottom chord and connections are capable of supporting the traveler system without significant modification, assuming that truck traffic will be returned to the lower level in the future. Identify necessary modifications to the existing lower level structural components, if any.
 - d. The travelers and all the traveler components shall meet OSHA and the US Coast Guard requirements. Prepare preliminary conceptual design drawings for submission to the US Coast Guard. Revise design drawings to meet US Coast Guard requirements. The Authority's Central Survey Group will perform topographical survey(s) for verifying the existing navigation clearance, and determining the proposed navigation clearances due to new traveler installation.
 - e. Describe the means and methods for operation of the travelers.
 - f. Determine potential security risks and/or concerns.
 - g. Describe safety features.
 - h. List manufacturers and vendors able to provide the proposed traveler designs and have factory-testing capabilities for a fully assembled traveler system with controls.
 - i. Identify rigging and/or staging requirements associated with construction and installation of travelers.
 - j. Determine sequence of travelers removal and installation.
 - k. Determine the life expectancy of traveler system and maintenance requirements.
 - l. Prepare an operation and maintenance manual for the traveler system.
6. Environmental and Permit requirements:
- a. Based on Task E findings, identify environmental requirements, as appropriate, for the construction, such as noise restrictions and abatement of lead based paint, asbestos and hazardous materials.
 - b. Identify all permits that are required. Provide a list of required permits and issuing agencies as part of the draft 25% submission. Prepare all required permit application materials for review by the Authority within 8 weeks of the draft 25% submission. Revise application materials based on Authority review comments and prepare application packages for submission to regulatory agencies including the US Coast Guard. Permit application packages include, but are not limited to, application forms, drawings, supporting documentation, public notifications, and fees.

7. Sustainable Design:

Develop a draft Sustainable Design Credit Submission demonstrating SIG compliance. Identify contract documents and support documents required to comply with the credit list identified as part of Task D.3. Provide a draft narrative of how each targeted or possible credit will be achieved

8. Prepare Construction Staging Plan:

Develop detailed construction staging plan for performing all scope of work items including temporary works. Update staging plan as required (estimate up to 5 revisions) to accommodate the Authority's Quality Assurance Division's (QAD) Biennial inspection, the Authority's Structural Engineering Maintenance and Construction (SEMAC) group and GWB facility operations and to minimize roadway closures based on consultations with all stakeholders including the Authority's Construction Management Division (CMD). The new travelers construction staging shall permit simultaneous operation of at least two traveler platforms.

9. Identify required work areas, lane closures, and recommended hours of work for all construction activity for each stage. All efforts shall be made to adhere to permitted hours of work as outlined in section VII C.2 Work Hours and lane closure procedures outlined in section VII.C.3 Lane Closures. Identify any work activity or stage that does not adhere to section VII.C.2. Work Hours and VII.C.3. Lane Closures.

10. Estimate the extent of electrical service interruptions (if any) and the effects on Facility operations.

11. Estimates of Construction Cost and Construction Schedule:

a. Estimate construction cost and construction schedule for all the scope of work items including temporary works (supports, platforms, shielding, paint containment systems, utility relocations, etc.).

b. Estimates of cost and construction schedule shall reflect conditions and precautions, winter suspensions, mobilization, shop drawings, hours of work and security requirements established specifically for this project. Establish the specific requirements for this project with the Facility, by verifying/revising the current Conditions and Precautions (see Section VII).

Submit and present to the Authority a draft report of findings, repair schemes, recommendations, and reasons therefore. The report shall include photographs of existing conditions. Incorporate Authority comments as required, and resubmit as final report. Prepare a PowerPoint presentation of the Design Development Report tasks and findings and present it to the Authority and Facility staff.

TASK G. FINAL DESIGN AND CONTRACT DOCUMENTS

The Consultant's performance of this task is subject to the prior written approval of the Authority.

1. Prior to the performance of this task, submit your specific QA/QC Program for the professional services that shall be performed in connection with the final design and preparation of contract documents specified herein.

2. Final Design and Contract Documents shall be prepared for the items of work listed in Section II, Scope of Work as directed by the Authority.
3. Submit 50% draft, 90% draft, 100% draft and final contract documents required hereunder for review by the Authority. Incorporate Authority changes as required and submit final documents.
4. Upon completion of the final design and contract documents, submit a letter to the Authority certifying that all work has been performed in conformance with the Quality Assurance/Quality Control Program.
5. To the greatest extent practical, contract documents for all engineering disciplines, including temporary construction, shall be prepared for public bidding on a lump sum basis. Prepare a list of all Net Cost items. Contract documents shall include but are not limited to the work items contained in the preceding tasks, and the following:
 - a. Structural Engineering:
 - i. Title sheet, general plan and elevation, areas of work, index of drawings, structural notes, construction staging, construction procedures, temporary construction, surface preparation, cleaning, painting and repair/replacement details for each item of work listed in the scope of work.
 - ii. Typical details of each type of member and connection that will be cleaned and painted.
 - iii. Framing/location plans showing the location and limits of each repair/replacement work, as well as existing conditions and utilities, including electrical equipment, that interfere with the work; and details for remediation work needed, such as: maintenance and protection, removal, relocation, reconstruction, etc. Location plans shall identify each repair location with a unique tracking number. Each location plan drawing shall include a chart that groups repairs by type and identifies each repair location with its unique tracking number (based on the tracking number assigned by QAD). The chart shall also include columns for the contractor and the Authority to indicate when each individual repair has been completed.
 - iv. Locations, conceptual details, design loads and performance criteria for temporary supports, temporary deck plating, temporary work platforms, temporary shielding, temporary containment systems, and maintenance of all existing utilities for the duration of construction. Structural notes shall specify that the Contractor shall be responsible for the design, construction, maintenance and removal of all temporary structures. Design permanent supports for utilities, where required to complete the work.
 - v. Locations, details, design loads and performance criteria for full containment negative-air-pressure structures as needed to clean existing steel members to a near-white-metal-finish by abrasive blasting.
 - vi. Removal plans and sections showing existing conditions and the limits of removal. Also, identify any utilities that would be affected by removal and provide utility supports and/or utility relocation details.

- vii. Update GWB-489 – Rehabilitation of Lower Level Median contract documents (never built) and assume responsibility as Engineer-of-Record.
 - viii. Complete plans, elevations, sections and detail drawings for all work items identified in Section II. Repairs/replacements of structural members shall at a minimum, restore/maintain the original sectional properties of the members. Plans shall include all new structural members and connection details, repaired/retrofitted/replaced members and related connection detail including but not limited to:
 - 1) Steel members or components repair/retrofit/replacement details
 - 2) Concrete repair/retrofit/replacement details
 - 3) Joint repair/retrofit/replacement details
 - 4) New structural members including but not limited to truss members and grating platforms
- b. Electrical Engineering:
- i. Identify, on framing plans, all locations where electrical equipment (including lighting fixtures, power panels, boxes and raceways) interfere with construction and note whether removal or temporary/permanent relocation is required. Identify conduits of systems that need to remain in operation during construction and provide details for rerouting of the conduits and associated junction boxes including method of attachment. Interruption of GWB operations is not allowed in this project.
 - ii. Provide details for electrical relocations required to eliminate interferences, and to provide necessary clearances for the lower level painting work and structural upgrades/repairs.
 - iii. Identify electrical power sources and loads that will be affected by interruption of power during relocation of the electrical equipment and/or raceways. Provide one-line, block or riser diagrams clearly indicating the electrical equipment.
 - iv. Provide staging requirements for temporary or permanent relocations of electrical equipment as required.
 - v. Provide staging requirements for transferring High Voltage, fiber optic, access control, Dynac, ITS, camera video control and video feed, telephone, power, communication and control systems to temporary power sources.
 - vi. Provide design specifications as required, for transferring High Voltage, fiber optic, access control, Dynac, ITS, camera video control and video feed, telephone, power, communication and control systems to temporary power sources.
 - vii. Provide electrical design drawings (plans, one-line diagram, lighting fixture schedule, layout, elevations, sections and details) for the traveler system in conformance with the design recommendations provided in the Stage II Report including but not limited to:
 - 1) Collector rail system for traveler power supply
 - 2) Collector rail pick-up shoes on the traveler's truck assemblies

- 3) Power for all travelers. Maintain current electrical power supply sources
- 4) Simple relay control system
- 5) Transient voltage surge suppression equipment
- 6) Skew detection (skew control) system at both ends of the same end truck
- 7) Skew limit switches connected with linkage
- 8) Skew manual correction system
- 9) Hand drive system to move traveler
- 10) Electrical drive system for full four-quadrant operation, with three speed settings. Traveler operation speeds: 60 feet, 30 feet and 12 feet per minute
- 11) Drive control system to ensure drive motors operate at same speed
- 12) Overspeed detection and tripping system
- 13) Anti-collision system. Traveler shall stop when anti-collision system is tripped
- 14) Traveler system shall switch into creep speed when traveler approaches end of travel limit switch
- 15) Two (2) Alternative Drive Motors (AC wound rotor motors driving on the same track beam and DC shunt wound motors speed controlled via motor generator set)
- 16) Emergency stop pushbutton stations at suitable locations on the travelers
- 17) Personnel protection to prevent accidental contact with collector rails and pick-up shoes
- 18) Vandal proofing and corrosion protection details of all junction/pull boxes, panels/enclosures, conduits, operator control interface pushbuttons, switches and service lighting
- 19) Navigation lights at each corner of the traveler at the widest and lowest points of the traveler or as required by US Coast Guard. Navigation lights shall automatically illuminate whenever traveler is not fully parked/docked

c. Traffic Engineering:

- i. The Consultant shall provide all MOT contract drawings for review and approval by the Authority's Traffic Engineering Group. It is the responsibility of the Consultant to inform and coordinate with the Authority for determining all lane closures required for the construction work. Estimate the number of roadway closures needed to complete construction and submit the estimates with backup to the Authority for maintenance of traffic cost estimating purposes. All maintenance of traffic principles shall conform to the current Federal Manual on Uniform Traffic Control Devices and PANYNJ George Washington Bridge Routine Lane Closure Guidelines.
- ii. Prepare contract drawings for the support of any temporary and relocated permanent road signs. This shall include details for attachment of permanent and

temporary road signs to the structure. Provide the sign type, size, and location for permanent and temporary road signs.

- iii. Prepare contract drawings for any traffic control devices that are impacted by construction, such as traffic delineators or pavement markings.
 - iv. Prepare a transportation management plan (TMP) in accordance with PANYNJ Transportation Management Plan Guidelines. The consultant shall assume a TMP Memo will be prepared for this project to be submitted at the 90% milestone.
- d. Environmental Engineering:
- i. Prepare contract documents for the management, removal, abatement and disposal of existing asbestos, lead-containing paint and other hazardous materials as identified in the environmental surveys performed as part of Task E.
 - ii. Prepare all documents required to obtain the necessary permits from stakeholder agencies.
 - iii. Contract documents shall include all requirements and provisions of applicable permits for construction activities subject to the permits.
 - iv. Prepare contract documents to address management and off-site disposal of excess excavated soil materials (if applicable).
 - v. Prepare contract documents to address management of groundwater dewatering discharges (if applicable).
 - vi. Prepare contract documents to address mitigation of confined spaces and permit required confined spaces during construction (if applicable).
 - vii. Prepare contract documents to address soil erosion and sediment control measures (if applicable).
- e. Mechanical Engineering:
- i. Provide mechanical design drawings (plans, elevations, sections, details and control sequences) for the traveler system in conformance with the design recommendations provided in the Stage II Report including but not limited to:
 - 1) Flexible connection system such as cruciform hangers and universal joints that allows skewing and prevents large transverse forces being applied to the track rail beams.
 - 2) Redundant hangers
 - 3) Drive wheels under the track rail beam
 - 4) Motors and gearboxes
 - 5) Drive wheel shaft
 - 6) Springs to maintain constant drive wheel force
 - 7) Support wheels and assemblies
 - 8) Equalization between groups of wheels
 - 9) Sleeve bearings for support wheel equalization
 - 10) Roller bearings for wheels and rollers
 - 11) Cylindrical tread on wheels

- 12) Transverse guide rollers
- 13) Mast boom lift on travelers.

f. Sustainable Design:

- i. Sustainable Design Requirements shall be integrated into the contract drawings and Specifications to demonstrate SIG credit achievement. Specification notes shall be used to modify PA Standard specifications to meet sustainability requirements as applicable.
- ii. With each milestone submission, provide a Sustainable Design Submission including, but not limited to:
 - 1) A checklist which categorizes credits as “targeted” or “not applicable”;
 - 2) A narrative for each targeted credit describing project specific application of requirements; and
 - 3) Documentation references supporting narrative descriptions.

g. Responsibilities of the Consultant include:

- i. Managing staff and Sub-consultants concerning the approved scope, schedule and budget for the project.
- ii. Coordinating work with Sub-consultants and other disciplines and units of the Authority’s Engineering Department as required.
- iii. Coordinating the preparation of required deliverables/submissions with Sub-consultants and submitting them to the Authority in a single package.

6. For contract drawings, observe the following procedures:

- a) All Consultant Contracts shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
- b) Sign in blue ink and seal all drawings prepared by you.
- c) Sub-consultants shall sign and seal their own drawings. The Consultant's logo shall appear on each drawing prepared by a sub-consultant.
- d) All Final Drawings (Permalife®) drawings shall be signed and sealed by a Principal of the firm. Two seals shall be placed on the drawings: a New York seal and a New Jersey seal (back shaded with carbon paper). The New Jersey seal should also be accompanied by a Certificate of Authorization number. The New York and New Jersey seals shall have the following beneath them:

ORIGINAL SEALED AND SIGNED BY:

N.J.P.E. # AND N.Y.P.E. #

- e) Drawings shall be prepared using the latest version of the AutoCAD software and of the Authority’s CAD standards (downloadable at <http://www.panynj->

- cadstandards.com/). Check the aforementioned website regularly for updates on the CAD standards. Duplications and redundancy of information, data, and dimensions shall be eliminated, discipline interfaces shall be consistent, and accessibility for maintenance, repair, and in-service inspection shall be considered. Comments on all previous check prints shall be properly closed out.
- f) All drawings shall define fully the details of all elements as needed for a biddable project, be consistent with the specifications, and properly identify the scope of work, all materials and related procedure and the construction phasing or staging as required. Applicable notes, codes, standards, and loads, etc. shall also be indicated. The final contract drawings shall clearly delineate what is expected from the Contractor and include adequate details on all facets of the project. Items shown shall be constructible and the normal sequence of construction trades shall be followed accordingly.

7. Design Calculations and Diagrams:

All technical software employed by the Consultant: for analysis, design, or submission as a computer output/deliverable; used for assistance in making any of the project/technical decisions and/or demonstrating compliance with any applicable codes, regulations, specifications, and standards, including those provisions specifically requested by the Authority, shall have been validated by the Consultant and Sub-consultants (as appropriate) to ensure that the output results are acceptable, correct, and consistent with the input parameters and assumptions and that the software is suitable and sufficient for the specific types of work encountered. This requirement for the validation of technical software applies to all commercial off-the-shelf or in-house developed software (e.g., Excel spreadsheets and MathCAD worksheets).

Submit complete design computations and design drawings covering all structural framing and supports, such as primary framing members, bracing and foundations, mechanical system such as traveler motor size, gearbox and drive and electrical system.

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

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

Manually prepared and computer-generated structural calculations shall be sufficiently annotated so as to be understandable to, and to allow for design validation by, most engineers, plan checkers, and peer reviewers. A breakdown of all loading shall be provided. Specific code and specification sections shall be cited to demonstrate compliance. Calculations shall be sufficient to allow minor field revisions to the original design without reanalysis. The methodology used in the design calculations shall be clearly presented so that results are reproducible. Design decisions, which may involve judgment, shall be clearly stated and properly substantiated. The final product shall constitute a traceable link between design assumptions and contract drawings.

Accordingly, computer-generated calculations shall include a brief description of the structural model and loading, an account of the load paths employed by the structure to withstand loading, figures depicting graphically the model and loading configurations, and tabular summaries of key results.

When attachment to or modification of existing construction elements is required, the assessment of their adequacy in accommodating the revised loading shall be performed using the continuous load path concept, which consists of following the loading from the point of load application to the foundation and evaluating all the members and connections along the load path.

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

- a. Description and proof of adequacy of the program. The description of each program shall include the:
 - i. type of problems solved by the program;
 - ii. nature and extent of the analysis;
 - iii. assumptions made in the program; and
 - iv. instructions for interpreting the computer output format.
 - b. Design criteria used and the diagrams showing the loading conditions and loading combinations.
 - c. Design constants and equations used, including all references.
 - d. Indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure, which will be sufficient to enable the Authority to evaluate the structure.
 - e. Clear diagram of all member forces (axial, shear, bending or other forces, as appropriate) for each loading condition controlling the design.
8. Specifications:

Prepare Specifications to include the work specified under Task G.2. in accordance with the following:

- a. Division 1 - Provide the following information for the Authority's Standard Division 1 Specifications, which will be prepared by Authority staff:
 - i. Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract.
 - ii. Lists of the Contract Drawings, available drawings and reference drawings.
 - iii. A list of unit price items, where appropriate, with description and estimated quantities for each item.
 - iv. List of Net Cost items, with description and estimated quantities for each item.
- b. Technical Specifications
 - i. The Authority has prepared certain standard technical specifications, which will be made available in hard copy as requested by the Consultant. These standard

technical specifications must be used by the Consultant and may not be altered or revised in any way by the Consultant. Mark up the appropriate appendices, comply with the appropriate "Instructions to Specifier" section, and submit a marked-up copy of the appendices and the "Instructions to Specifier" section to the Authority for compliance audit no later than the 90% submission. Since these standard Technical Specifications may contain materials and related procedures that are not appropriate to the specific Contract being proposed, or may not define all the necessary work, the contract drawings must clearly define the materials and scope of work. Division 1 of the Authority's specifications dealing with general provisions, includes the following language: "In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control." However, the Engineer of Record shall not knowingly create a conflict between the Contract Drawings and the Specifications.

- ii. Prepare any technical specifications that are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews.
 - iii. Comply with the "Instructions to Consultants for Preparation of Authority Construction Contract Documents" which will be made available upon commencement of work by the Consultant.
 - iv. Submit hard copies and computer diskettes of specifications as noted herein. One disk copy shall contain the specifications in the format of Microsoft Word 2016 or compatible version, and shall be labeled to clearly indicate the contract title, the name of the word processing program used and the revision number of said program. Another disk copy of the software program shall be submitted in ASCII format.
9. Assist Authority staff, as required, to obtain permits from other agencies, including the United States Coast Guard, NYC Parks Department, and Palisades Interstate Parkway (PIP) Parks Department. Estimate fifteen (15) staff days for performance of these services (Task G.9).
10. Assist Authority staff as required to develop a Request for Qualifications (RFQ). The RFQ shall be developed for the purpose of identifying qualified contractors for performance of the contract documents prepared hereunder. Estimate five (5) staff days for performance of these services.

TASK H. COST ESTIMATE AND CONSTRUCTION SCHEDULE

1. Prepare a Construction Cost Estimate based on the Contract Drawings and Specifications and in accordance with the Authority's "Estimating Procedures" included herewith and made a part hereof. Include the estimates as part of the 50%, 90% and 100% and final contract document submittals.
2. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long-lead time items. Present the Construction Schedule in bar

chart form using days, weeks or months as appropriate for the unit of time. Coordinate with the Authority's Construction Management Division when preparing the Construction schedule and obtain their approval.

TASK I. VALUE ENGINEERING, CONSTRUCTABILITY REVIEW

1. Conduct a value-engineering (VE) workshop consisting of a multi-disciplined Value Engineering team led by a Certified Value Specialist (CVS) of the Society of American Value Engineers, and at least one General Contractor with experience in at least two (2) major bridge rehabilitation projects similar in scope and complexity to those contemplated herein. The General Contractor will not be precluded from participating in the construction bidding. The workshop shall include a constructability review and shall be of sufficient length to obtain adequate information but shall not in any case exceed five days. The actual duration of the workshop shall be subject to the approval of the Chief Engineer.
2. Prepare a draft report that describes the VE and constructability review process, summarizing advantages and disadvantages of alternative details, materials and systems and recommending a preferred solution for each application and submit to the Authority.
3. Prepare a listing of value study recommendations resulting from VE workshop and prepare a final VE report containing all approved recommendations.

Estimate a total of one-hundred fifty thousand dollars (\$150,000) to cover expenses for the Value Engineering Constructability Review Team (including staff of the Consultant's Team) consistent with the provisions of this Agreement relating to out-of-pocket expenses.

TASK J. POST AWARD DUTIES

1. Submit specific QA/QC Program for the services to be performed in connection with the performance of your Post Award Duties specified hereunder.
2. Review, approve, approve as corrected or disapprove all shop drawings, working drawings, catalog cuts, samples and design calculations submitted by the Contractor in conformance with the Contract documents within the time period specified in the contract, after receipt of said articles from the Contractor, for those articles for which you are Engineer-of-Record. Indicate any corrections, comments and additions as required. Authority will provide the template for the review stamp for Consultant's use. Advise the Authority thereof giving the reasons for your decisions. Make all required distributions through final approval. Two (2) original hard copies signed and dated by the Consultant and a scanned electronic file of each submittal will be required. The review status of submissions reviewed with comments (RWC) and reviewed with no comments (RWNC) shall be used on submittals in which the Contractor's Professional Engineer is responsible for the design, such as (but not limited to) temporary structure design for construction.
3. During the bidding period and throughout the construction period, review and prepare responses to each Request for Information (RFI) from the Contractor and address each as it occurs, including preparing and submitting revised Addendum and Post Award Contract Change (PACC) contract drawings and additional contract documents, as required. Prepare detailed cost estimates and make site inspections as required for the changes.
4. Upon completion of construction, submit a complete set of electronic AutoCAD (.dwg) files of the "Drawings of Record". The Drawings of Record shall include the final version of all contract drawings, including all changes and additions made to address RFI

Addendum and PACCs. Estimate a total of 240 staff days for performance of Task J, Items 3 and 4.

5. In addition to any on-site observations required as the Engineer-of-Record, attend, at the request of the Authority, two pre-construction meetings and two meetings for each month of the construction period. Assume 5 years construction duration for estimating staff days for this task.
6. Prepare and submit, at least one month before the contract is bid, a list outlining the required contractor's submittals, including but not limited to, shop drawings, catalog cuts, samples, certificates and test reports.
7. Make available an engineer on-site as requested by the Authority, for performance of construction support services as defined by the Authority, as well as to attend all progress meetings during the construction stage. For the purpose of this task, estimate a total of 300 staff days.
8. Make postaward- contract changes with detailed estimates and make site inspections as required for the changes.
9. Evaluate alternative construction details and materials, as requested by the Authority.

Compensation for the evaluations and changes referred to in items 8 and 9 above shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items (8 and 9) result from noncompensable- work. Non-compensable work is related to design errors, design oversight, incomplete design that will warrant design revisions (post award contract changes) and/or evaluation of alternative construction details and materials.

IV. SCHEDULE AND SUBMISSIONS

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

- A. Submit the Project Schedule required under Task A above, and your specific QA/QC program for the professional services to be performed in connection with the Final Design and the preparation of Contract Drawings and Specifications specified herein within 14 calendar days. Authority comments will be forwarded to you within 7 calendar days after receipt of said submission.
- B. Submit 15-copies of your Design Criteria Summary within 21 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- C. Submit your Field Inspection/Verification Plan within 28 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- D. Submit 15-copies of 25% Draft Design Development Report (considered as 25% submittal), as specified under Task F within 150 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- E. Submit 15-copies of the final Design Development Report within **195** calendar days.

- F. Submit 15-copies of collated and stapled half-sized (11x17) prints of 50% complete Contract Drawings, a list of Technical Specifications, design calculations, estimates of construction cost and schedule and information required for Division 1 of the Specifications within 290 calendar days.

Authority comments will be forwarded to you within 14 calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within 14 calendar days after receipt of comments. Responses shall be incorporated for the next submission.

- G. Submit 15-copies of VE and Construability Review report, as specified under Task I within 310 calendar days.

- H. Submit 15-copies of collated and stapled half-sized (11x17) prints of 90% complete Contract Drawings, a list of Technical Specifications (including edited Appendix 'A'), updated design calculations, estimates of construction cost and schedule, transportation management plan (TMP) and information required for Division 1 of the Specifications within 350 calendar days.

Authority comments will be forwarded to you within 14 calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within 14 calendar days after receipt of comments. Responses shall be incorporated for the next submission.

- I. Submit 15-copies of collated and stapled half-sized (11x17) prints of 100% complete Contract Drawings (for PA-Wide review), a list of Technical Specifications (including edited Appendix 'A'), updated design calculations, estimates of construction cost and schedule, and information required for Division 1 of the Specifications, within 430 calendar days.

Authority comments will be forwarded to you within 21 calendar days after receipt of said submission. The Consultant shall annotate with a response to each comment within 14 calendar days after receipt of comments. Responses shall be incorporated for the next submission.

- J. Submit 1-set of collated original signed and sealed Permalife® paper prints (22x34) of the complete Final Contract drawings (signed and sealed), 4-sets of collated and stapled half-sized copies (11x17) of the complete Final Contract drawings, complete design calculations signed and sealed by a licensed Professional Engineer, and final estimates of construction cost and schedule within 500 calendar days.

- K. Submit a letter to the Engineer certifying your compliance with the Quality Assurance/Quality Control Program established by you for the preparation of Contract Documents as required herein, along with one complete set of original signed and sealed Permalife® contract drawings, and electronic AutoCAD (.dwg) files of the contract drawings, Technical Specifications and the final estimates of construction cost and duration within 500 calendar days.

- L. Submit your specific Quality Assurance/Quality Control Program for the professional services to be performed in connection with your Post Award Duties specified hereunder, within 530 calendar days.

- M. Submit all minutes of meetings no later than 3 calendar days from the date of the meeting.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information documents listed below. The documents specified under Item "A" below were not prepared for the purpose of providing information for the Consultant under the present work but they 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 there from. They are made available merely for the purpose of providing the Consultant 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.

The documents specified under Item "B" below were prepared for the subject work, or otherwise, and form a part of this Agreement.

A. Said documents are as follows:

1. Contract Documents:

<u>CONTRACT NO.</u>	<u>CONTRACT TITLE</u>	<u>YEAR</u>
GWB-190.024	Lower Level Expansion Main Span	1959
GWB-294	Rehabilitation of Maintenance Platforms – Structural, Mechanical and Electrical Systems	1989
GWB-244.108	Removal of Lead-Based Paint and Repainting New Jersey and New York Towers	2000
GWB-244.114	Lower Level Framing Rehabilitation	1997
GWB-489	Rehabilitation of Lower Level Median (Not for Construction)	2005, 2013
GWB-244.240	Lower Level Priority Steel & Concrete Repairs, Rehabilitation of Catwalk & Maintenance Platform Travelers	2015

B. Documents

1. George Washington Bridge Lower Level and Maintenance Travelers Rehabilitation and Painting Stage 1 Report, dated October 2004.
2. The George Washington Bridge – Stage II Design Development Package Report, dated February 2014.
3. George Washington Bridge Main Span Lower Level 2009 Biennial Inspection Report issued by the Authority's Engineering Quality Assurance Division ("2009 GWB QAD Biennial Inspection Report").
4. George Washington Bridge Main Span Lower Level 2011 Biennial Inspection Report issued by the Port Authority Engineering Quality Assurance Division ("2011 GWB QAD Biennial Inspection Report").
5. George Washington Bridge Main Span Lower Level 2013 Biennial Inspection Report issued by the Port Authority Engineering Quality Assurance Division ("2013 GWB QAD Biennial Inspection Report").

6. George Washington Bridge Main Span Lower Level 2015 Biennial Inspection Report issued by the Port Authority Engineering Quality Assurance Division (“2015 GWB QAD Biennial Inspection Report”).
7. Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic, prepared by the Port Authority Engineering Department and dated July 1, 1929.
8. Port Authority CADD Standards (<http://www.panynj-cadstandards.com>)
9. Port Authority Engineering Department Estimating Procedures, dated 2009 (<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-estimating-guidelines.pdf>)
10. Sustainable Infrastructure Guidelines prepared by the Port Authority Engineering Department and dated March 23, 2011 (http://www.panynj.gov/business-opportunities/pdf/PANYNJ_sust_infra_guidelines.pdf)
11. Port Authority Index of Standard Technical Specifications, June 9, 2016 (<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-standard-specifications-index.pdf>)
12. Port Authority Contracts Unit Review Standards (<http://www.panynj.gov/business-opportunities/pdf/contracts-unit-review-standards.pdf>)
13. Port Authority Engineering Department Design Guidelines – Traffic (<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/traffic.pdf>)
14. PANYNJ George Washington Bridge Routine Lane Closure Guidelines.

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

- A. Except as otherwise noted herein, the Preparation of Contract Documents shall conform to all codes and standards that would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.
- B. Prepare all contract drawings on standard (22x34) size Permalife® paper.
- C. All documents are to be submitted to the Authority according to Section V above. The Consultant shall meet with the Authority to review such documents, incorporate Authority comments, compile all comments/written responses and submit in final written response form within fourteen (14) calendar days of receipt of such comments.
- D. The following additional services shall be provided as part of this Agreement:
 1. Answer questions asked of the Authority staff by bidders during the bid period.
 2. Prepare Contract addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by the Chief Engineer, for Authority approval and issuance by the Authority. Furnish originals for final printing.
 3. Conform Technical Specifications and Contract Drawings to addenda when directed by the Chief Engineer after award of the Contract.
 4. Upon request, assist Authority staff in Items E1, E3 and E4 specified below.

E. Authority staff will:

1. Prepare Information for Bidders, Form of Contract, Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
2. Meet with Consultant from time to time to review all Specifications, Contract Drawings, construction cost estimates and schedules prepared by the Consultant.
3. Perform a Security Review with the Consultant on all contract drawings and responses to RFI's to ensure conformance with the Authority's Information Security Handbook.
4. Review with, and transmit comments from, various Authority Departments to the consultant for incorporation by him into the Contract Documents.
5. Review addenda with, and obtain approval of, various Authority Departments.
6. Solicit, receive, open bids, and recommend that the Authority award Contract or reject bids.

VII. CONDITIONS AND PRECAUTIONS

A. General

1. All Engineering drawings and documents are to be handled, transmitted and destroyed in accordance with Authority guidelines. The Consultant shall designate a Security Information Manager (SIM) for the subject Authority project. The SIM shall oversee the collection of required non-disclosure agreement documents and shall submit original signed forms, such as General Firm Non-Disclosure Agreement, Exhibit A – Individual Acknowledgment, Exhibit B – Sub-Consultant (if required), and Engineering Security Education and Awareness Training sign-in sheets to the Authority's identified Department Information Security Officer.
2. All electronic Engineering drawings and documents shall be transmitted through the Authority's designated Content Management system, Content Server (formerly Livelink) for electronic files transfer. Upon receipt of fully executed agreement, the Consultant shall provide to the Authority a list of staff who will require access to Content Server (formerly Livelink). The PA staff will submit the required account access forms on behalf of the Consultant staff. Upon review and approval, a Content Server account will be established and a token, with instructions, will be sent to the Consultant's identified SIM office for distribution to staff.
3. Ensure Items 1 and 2 above are performed upon commencement of work to ensure successful on-time submissions in accordance with the schedule identified in Section V.
4. Immediately inform the Authority of any unsafe condition(s) discovered at any time during the course of this work.

Notify the Authority immediately of any distress encountered during field inspection that presents a safety hazard or hazardous conditions that require emergency repairs or immediate action. If encountered, compensation for the preparation of any emergency repair designs shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from noncompensable- work. Non-compensable work is

related to repairs that are already identified in this Attachment A, including the Scope of Work (Section II), Description of Consultant Tasks (Section IV) and also any emergency repairs needed due to design errors.

5. Follow access, personnel identification and security requirements at the site. These requirements include but are not limited to, daily notification to the GWB Operations Staff when entering and exiting the site, obtaining identification placards for all vehicles on site and police issued badges for all site personnel.
6. Provide site specific Health and Safety Plan for Consultant staff engaged in fieldwork.
7. Vehicular traffic on the GWB shall always have priority over any and all of the Consultant's operations.
8. All electronic and hard copy drawing files shall be in compliance with the Authority's CAD standards.

B. Work Areas

1. Limit work-site operations to the areas necessary for the performance of such inspection and do not interfere with the operation of the facility without first obtaining specific approval from the Authority.
2. During all periods of time when Consultant is not performing operations at the work site, store, at Consultant's own expense, all equipment being used for the inspection in areas obtained by the Consultant.
3. Do not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours

1. Work not requiring lane closures shall be performed as follows: 07:00 to 15:00 each day, Monday through Friday.
2. The typical hours of work permitted by the facility have been tabulated below. It should be noted that work hours vary in the eastbound and westbound direction during daytime activities only. Nighttime hours remain the same regardless of the travel direction.

PERMITTED HOURS OF WORK		
Daytime	Eastbound – Single curb lane closure (Monday thru Friday)	11:30 to 15:30
	Westbound – Single curb lane closure (Monday thru Friday)	08:30 to 14:30
Nighttime	Weekdays – Eastbound or Westbound full closure of Lower Level (Monday thru Thursday)	23:00 to 05:00
	Weekends – Eastbound or Westbound full closure of Lower Level (Saturday and Sunday)	00:01 to 08:00

3. Lane Closures:

- i. No single lane closures nighttime.

- ii. Simultaneous closure of eastbound and westbound roadway lanes is not permitted.
- iii. During periods when lanes are closed on the upper level, no lane closures will be permitted in the same direction on the lower level. During periods when all lanes of the lower level are closed in any direction, no lane closures will be permitted in the same direction on the upper level.
- iv. Independent single center lane closures are not permitted throughout the facility. Any work requiring the closure of a center lane in either direction must be accompanied by the closure of the adjacent curb lane or median lane and as such will require a full closure of lower level.

Consultant shall submit, at least one week in advance, the scheduled hours of work for each week.

4. Holidays

- i. Do not perform work on legal federal holidays, or holidays of the State of New York or New Jersey unless approved by the Engineer. There are lane closure restrictions on major holidays, and in some cases weekends around major holidays. Typical holidays include:
- ii. Memorial Day weekend (5 AM Friday to 5 AM Tuesday)
- iii. Independence Day weekend; (5 AM Friday through 5 AM Tuesday if the holiday falls on a Monday; 5 AM Thursday through 5 AM Monday if the holiday falls on a Friday; and 5 AM the day before to 5 AM the day after if the holiday falls in the middle of the week)
- iv. Labor Day weekend (5 AM Friday through 5 AM Tuesday)
- v. Mother's Day and Father's Day weekends (5 AM Friday through 5 AM Monday)
- vi. Thanksgiving weekend (5 AM Wednesday before Holiday through 5 AM Monday after Holiday)
- vii. Christmas through New Year (5 AM December 23 through 5 AM January 2)
- viii. Easter weekend (5 AM Friday through 5 AM Monday)
- ix. From 5 AM the day before to 5 AM the day after the start of Rosh Hashanah, Yom Kippur, Passover and Hanukkah
- x. Columbus Day weekend (5 AM Friday through 5 AM Tuesday)
- xi. From 5:00 AM the day before to 5:00 AM the day after Veteran's Day

5. Other occurrences

On scheduled days of Yankees, Jets, Giants games and/or events at Yankee Stadium or the Meadowlands, roadways shall be cleared of construction closures two-hours prior to event start time and closures will not start until one hour after the ending time of the event.

6. No trucks are permitted on the lower level of the GWB. Accordingly, access to the upper level must be maintained at all times.

D. Security

At the facilities direction, personnel accessing the facility may be required to obtain a High Level access clearance by first obtaining an ID card from the Secure Workers Access Consortium (SWAC) at <http://www.secureworker.com/>. Additionally, all personnel reviewing or receiving marked “Confidential Privileged” drawings must also obtain an ID card from SWAC. Personnel who obtain an ID must renew said ID every three years. The cost of obtaining an ID and renewals will be a reimbursable expense as provided in the provisions of this Agreement relating to out-of-pocket expenses. All personnel must obtain a GWB ID, subject to quarterly renewal, issued by the Authority Police. All personnel accessing the facility and/or receiving Protected Information must comply with all Authority security procedures and Facility security rules and requirements. Failure to comply with these requirements will result in loss of access to the facility and/or protected information as well as other remedies, including but not limited to civil or legal actions as the Authority may deem appropriate.

VIII . LIABILITY INSURANCE AND WORKERS’ COMPENSATION INSURANCE

A. Commercial Liability Insurance:

- 1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. If vehicles are to be used to carry out the performance of this Agreement, 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 \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include “The Port Authority of New York and New Jersey and its wholly owned entities” as additional insureds and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests 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 written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers,***

agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

- 2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a) Endorsement to eliminate any exclusions applying to explosion, collapse hazards and underground property damage (XCU).
 - b) Endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
 - c) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

- 1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident
- 2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

The Consultant shall take out and maintain Professional Liability Insurance in limits of not less than \$5,000,000 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, compliance with notice of cancellation provisions, 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 General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

- 2) Renewal certificates of insurance or policies shall be delivered via email to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
- 3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Contractor shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
- 4) 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 Agreement. 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 Agreement.

P.A. Agreement #415--*****
DATE

FIRM
ADDRESS
CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR *****

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 shall be signed by you and the Authority's Chief Procurement Officer. 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 DAR NAME, TITLE, to act as his duly authorized representative. The Project Manager for this project is NAME, 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 services provided 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 services as if the services 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 accepted professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction, or services 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 its responsibility under this Agreement to furnish the requested services 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, or services, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

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 its specific Quality Assurance/Quality Control Program to the Chief Engineer prior to the performance of said services. Upon completion of specific services requested hereunder, the Consultant shall submit a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Assurance/Quality Control Program.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available version of Autodesk's "AUTOCAD" software or as directed by the Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Port Authority CAD Standards. All submissions of CAD drawings shall be submitted to the Authority on compact discs, USB drives, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with the Port Authority CAD Standards.

8. 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 Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but 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.

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

A. The Consultant will be compensated at an amount equal to *.* times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the

billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of 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 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 Consultant shall verify that its employees, or subconsultants, working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

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 will 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. Premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners, principals 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 Chief Engineer in writing. The Project

Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. 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. Amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

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

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

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

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

The Authority will not pay for expenses 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.

When the Consultant uses its personal vehicle to provide services within the Port District, the Consultant will 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 United States General Services Administration (GSA) – <http://www.gsa.gov/portal/content/100715>) 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 will be reimbursable hereunder when approved in advance in writing by the Chief Engineer. The cost for all meals and

lodging on approved overnight trips are limited to the amounts established by the GSA for that locality.

GSA Domestic Rates: <http://www.gsa.gov/portal/category/21287>

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of one-thousand dollars (\$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 twenty-five dollars (\$25) with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, 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.

"Salaries paid to employees" or words of similar import means 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 rates referred to in subparagraph A above.

10. 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 will have the right to audit all such records.

The Authority will 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.

11. On or about the fifteenth (15th) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Chief 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 will, within fifteen (15) 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.

12. 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 will 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 will have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other 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 to 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 it 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.

18. 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 will 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.

19. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority will have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets, or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Chief Engineer. The Authority will have the exclusive 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 for herein. You agree

to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

20. You shall promptly and fully inform the Chief Engineer in writing of any intellectual property disputes, as well as 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.

21. You shall promptly and fully inform the Chief Engineer, in writing, of any patent or patent dispute, 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.

22. 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.

23. 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 fifty-one percent (51%) owned by one (1) or more members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least fifty-one percent (51%) owned by one or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) 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 Authority has set a goal of twelve percent (12%) participation by qualified and certified MBEs and five percent (5%) to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

24. NON-DISCRIMINATION REQUIREMENTS

The Consultant shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Agreement.

A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Agreement. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Consultant agrees that these "Non-Discrimination Requirements" are a binding part of this Agreement. Without limiting the generality of any other term or provision of this Agreement, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these "Non-Discrimination Requirements", the Authority may cancel, terminate or suspend this Agreement in accordance with Section 12 of this Agreement.

C. Consultant agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

25. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security sites and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. 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, or make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, the Consultant shall be required to have its principals, staff and/or subconsultant(s) and their staff, execute Authority approved non-disclosure and confidentiality agreements.

- Consultant/Subconsultant identity checks and background screening

The Authority's designated background screening provider may require 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 of federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files and access identification, to include some form of biometric security methodology, such as fingerprint, facial or iris scanning.

The Consultant may be required to have its staff, and any subconsultant's staff, material-men, visitors or others over whom the Consultant/subconsultant has control, authorize the Authority or its designee to perform background checks, and personal identity verification checks. Such authorization shall be in a form acceptable to the Authority. The Consultant and subconsultants may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as Security Identification Display Area {SIDA}, the federal regulatory requirements for personnel performing Work at aviation facilities and such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about the Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credentials for the Consultant and the subconsultant's staff, the Authority will supply such identification at no cost to the Consultant or its subconsultants. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Consultant or subconsultant to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Consultant or subconsultant will be billed for the cost of the replacement identification credential. Consultant's and subconsultant's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working at or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Consultant and subconsultant shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority will require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated Secure Areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to the procedures as may be established by the Project Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Consultant shall request a description from the Project Manager of the Secure Areas, which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Agreement.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority sites or facilities (including rental spaces). In addition, the Consultant, subconsultant or service provider is not permitted to take photographs, digital

images, electronic copying and/or electronic transmission or video recordings or to make sketches on any other medium at any Authority sites or facilities (including any rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital image, video recording or sketch made of any Authority sites or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

This Agreement may require access to Authority information considered Protected Information (“PI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities.

- (1) require that the Consultant and subconsultants, when appropriate, sign Non-Disclosure and Confidentiality Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Protected Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Consultants and commercial enterprises to attend training to ensure security awareness regarding Authority information;
- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Consultant to mandate that each of its subconsultants maintain the same levels of security required of the Consultant under any Authority awarded Agreement.

- (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Consultants and subconsultants, on a need to know basis, without prior approval of the Authority;
- (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.
- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but which are not necessarily limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

26. CONFIDENTIAL INFORMATION/NON-PUBLICATION

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

B. Protected Information shall mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Confidential Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

C. The Consultant shall hold all such Protected Information in trust and confidence for the Authority, and agrees that the Consultant and the personnel provided by the Consultant hereunder shall not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with

their services hereunder. The Consultant shall promptly and fully inform the Chief Engineer in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Consultant has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Agreement or coming to the Consultant's attention in connection with this Agreement.

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

27. 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 the Consultant 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 statutes 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.

28. 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 fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, 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, including an inspector general of a governmental agency or public authority.

29. 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 March 11, 2014, or as may be revised, (a copy of which is available upon request to the Authority), 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 from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this 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 Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" 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 certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", 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 certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", 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 "29G.", 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 Agreement, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority will 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-responsiveness or non-responsibility.

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" 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,

or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, 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, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, 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, Consultant is 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.). Consultant is also advised that the inability to make such certification will not in and of itself disqualify the Consultant and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances, the Consultant may be required as a condition of award of this Agreement to enter into a Monitoring Agreement under which the Consultant will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

30. 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 of the State of New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or of the State of New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed 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.

31. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

During the term of this Agreement, the Consultant shall remain responsible. To be "responsible" shall mean (1) to have legal authority to do business in the State of New Jersey and/or the State of New York and (2) to possess, in the Authority's opinion, integrity, experience, ability, financial capacity and a satisfactory record of prior performance sufficient to perform the services required under this Agreement. The Consultant agrees, if requested by the Authority, to present evidence that the Consultant is responsible.

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. The Authority may exercise this right to suspend the Consultant by giving the Consultant written notice outlining the particulars of such suspension. Upon receipt of such notice, the Consultant shall comply with the notice's terms. Agreement activity may resume at such time as the Authority issues another written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense when the Consultant is determined by the Authority not to be responsible (non-responsible). In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

At all times, 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 to 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, or discounts not available to the

general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. “Anything of value” 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 ensure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it or 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 the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by this section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, it shall report such occurrence to the Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See “<http://www.panynj.gov/inspector-general>” for information about reporting information to the Office of Inspector General). Failing to report such conduct shall constitute grounds for a finding that the Consultant is non-responsible.

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 March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants and your subconsultant’s employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

33. 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 an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, nor shall the Consultant participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in any other 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 other 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 a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation, giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Authority may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, and such mitigation plan shall be subject to the approval of the Authority and shall become a requirement imposed on the Consultant, as though fully set forth in this Agreement. In the event the Director shall determine that the performance by the Consultant of a portion of its services

under this Agreement is precluded by the provisions of this numbered paragraph, or if a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others; and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements that result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

34. DEFINITIONS

As used in sections 28 to 33 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 if 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 inquiry made by any federal, state or local criminal prosecuting agency and any inquiry 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 investigation for employment, or federal, state or 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.

35. 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.

36. 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.

37. Nothing in this Agreement is intended to constitute the creation of an agency relationship between the Authority and the Consultant or any other right for the Consultant to act as the representative of the Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Consultant, in performing its services hereunder, is and shall be at all times an independent contractor and the officers, agents and employees of the Consultant shall not be or be deemed to be agents, servants, or employees or "special employees" of the Authority.

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer

Date: _____

ACCEPTED:

FIRM NAME

By: _____

Print Name: _____

Date _____

Title: _____

FIRM

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DATE

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "38" to "39" and insert a new Paragraph "38" as follows:

38. 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.

ATTACHMENT B

REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF STRUCTURAL STEEL, REMOVAL OF LEAD BASED PAINT AND REPAINTING THE UNDERSIDE OF LOWER LEVEL (RFP# 49070)

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information 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 this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority’s Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

ATTACHMENT C

COMPANY PROFILE

**PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE
GEORGE WASHINGTON BRIDGE REHABILITATION OF STRUCTURAL
STEEL, REMOVAL OF LEAD BASED PAINT AND REPAINTING THE
UNDERSIDE OF LOWER LEVEL
(RFP# 49070)**

1. Company Name (print or type):

2. Business Address (to receive mail for this RFP):

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

7. Date (MM/DD/YYYY) Firm was Established: ____ / ____ / ____

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

9. Officer or Principal of Firm and Title:

10. Name, telephone number, and email address of contact for questions:

11. Is your firm certified by the Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? Yes No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an MBE/WBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.