

May 1, 2018

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR THE OUTERBRIDGE CROSSING: COMPREHENSIVE CONDITION ASSESSMENT, LONG TERM AND PRIORITY STRUCTURAL REHABILITATION EVALUATION - STAGE I (RFP# 52949)

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 design and related technical services for the Outerbridge Crossing: Comprehensive Condition Assessment, Long Term and Priority Structural Rehabilitation Evaluation.

The scope of services to be performed by you are set forth in Attachment A to the Authority's standard agreement (the "Agreement") included herewith. You should carefully review this 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. Demonstrate your firm's successful completion of at least three (3) bridge rehabilitation projects similar in scope and complexity to those contemplated herein. The projects shall have had a minimum construction cost of \$25 million each and shall have been completed within the past ten (10) years.
- B. 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' experience. The Project Manager shall have professional experience on at least three (3) major bridge rehabilitation projects with similar size, scope and complexity to those contemplated herein.
- C. Proposed Lead Design Engineers for each of the functional areas (Structural, Civil, Electrical, Geotechnical and Traffic) listed in Attachment A shall be licensed to practice engineering in the States of New York and New Jersey. All Lead Design Engineers (including Environmental and Plumbing) 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 aforementioned disciplines shall have professional design experience on at least three (3) major bridge rehabilitation projects with similar size, scope and complexity to those contemplated herein.
- D. Proposed Electrical contractor shall have at least three (3) years' experience on field surveying and tracing of existing electrical and electronic circuit and conduit systems in projects of similar size, type, scope and complexity to those contemplated herein within the last five (5) years. Also, the electrical contractor shall be licensed to perform similar electrical work in the States of New York and New Jersey.

II. PROPOSAL FORMAT REQUIREMENTS:

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

- A. To be acceptable, this Proposal shall be no more than **40** single sided pages or **20** double sided pages, using 12 point or greater font size, not including resumes. Each resume shall be a maximum of two-pages 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 52949** clearly indicated on the cover.
- B. Separate each section of the Proposal 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 five (5) copies, along with six (6) compact disc copies of your Proposal for review. USB Flash drives will not be accepted. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the CD(s).
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with 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 May 22nd 2018**. 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.

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 Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

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. Complete a copy of Attachment C (Company Profile)
- C. Transmittal Letter

Submit the transmittal letter, on letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned “Proposer Requirements”. For all projects referenced, include the name of the company, a contact person and current telephone number for verification purposes.

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

- 1. If a common-law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the proposal. If a 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.

- D. Staff Qualifications and Experience

In this section, detail the experience of key individuals (including subconsultants, if any) to be responsible for the successful completion of the contemplated services. Prepare an organization chart for this project that identifies the key individuals, their titles, their firm and office address, their function, task responsibility and reporting relationships. Attach a detailed resume for each key individual that includes their relevant experience and specific

areas of expertise. The resumes should include their education, professional credentials and clearly identify the years of experience in the field related to the tasks for which the individual will be responsible.

- 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. Firm Qualifications and Experience

Specific relevant experience of your firm. Submit your firm's qualifications and experience in providing the services specified in Section I "Proposer Requirements". 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.

G. 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.

H. 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. 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.

I. 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 subconsultant(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.

- J. Your attention is directed to Paragraph 20 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 an 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.

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

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

Proposers are advised that, while not currently anticipated, 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 32 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.

M. Code of Ethics for Port Authority Vendors

The Proposer's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors." Vendors must certify in writing that they will comply with every aspect of this Code. The Proposer should submit an executed Compliance Certification with their Proposal. The Compliance Certification, once executed, will be a material and integral part of any Agreement resulting from this solicitation. The Code of Ethics and the Compliance Certification can be found on the Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>

- 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 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, (listed in order of importance) and subsequently cost, as appropriate.

- 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.

After consideration of these factors, the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the foregoing factors to perform the required 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 V 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 below:

- 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.

Please send a PDF attachment of the above requested information to Thomas Barlotta at TBarlotta@panynj.gov and mail a hard copy with original signatures to the following address:

The Port Authority of NY & NJ
Attention: Thomas Barlotta
Procurement Department
150 Greenwich Street, 21st Floor
New York, NY 10007

E-mailed PDF requests should be received by May 10th, 2018, no later than 12:00PM. The Available Submission of any information requested in this Section entitled “NOTIFICATION OF SECURITY REQUIREMENTS FOR AVAILABLE DOCUMENTS” is separate and apart from that also requested elsewhere in this RFP document. If the information is also required under any section of the RFP, including, but not limited to, Proposal Submittal Requirements and Proposer Prerequisites, 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.

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 Thomas Barlotta, Solicitation Manager, at TBarlotta@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number, and state “RFP 52949” 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 Mr. Barlotta, 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
ENGINEERING SERVICES FOR THE OUTERBRIDGE CROSSING:
COMPREHENSIVE CONDITION ASSESSMENT, LONG TERM AND PRIORITY
STRUCTURAL REHABILITATION EVALUATION (STAGE I)**

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 Outerbridge Crossing (OBX), is a steel thru truss bridge that carries four (4) lanes of New York/New Jersey 440 across the Arthur Kill between Perth Amboy, New Jersey and Staten Island, New York. On the New York side, the Outerbridge Crossing leads to the Verrazano-Narrows Bridge via the West Shore Expressway to the Staten Island Expressway (I-278). On the New Jersey side, it leads to the New Jersey Turnpike (I-95) and the Garden State Parkway via State Highway 440.

The main span over the Arthur Kill is a three-span cantilever truss with a simple span truss at both ends with a total length of 2100 feet and is supported by two-column reinforced concrete piers founded on timber piles extending into concrete tremie seal. The approach viaducts to the main span consist of straight spans with two longitudinal deck girders, longitudinal stringers and transverse floor beams supporting a reinforced concrete deck. The approach viaducts consist of thirty-nine (39) spans on the east (New York) side, with a total length of 2300 feet and sixty-six (66) spans on the west (New Jersey) side with a total length of 4900 feet and are supported by two-column reinforced concrete piers founded on spread footings and timber piles.

The OBX is approaching its 90-year anniversary, therefore, a conceptual design study is required to perform a comprehensive condition assessment to strategize the long-term asset management plan for this facility, in order to maintain the OBX in a state-of-good repair, while concurrently planning for the longer-term replacement of the bridge. This will enable the Authority to:

- Make time appropriate and effective policy decisions and interim investments to extend the life of the existing OBX asset, to the extent possible; and
- Optimize life cycle costs, ensuring the Authority makes prudent capital and operating investments in the existing structure.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing Detailed Structural Condition Inspection and Evaluation, Asbestos Containing Materials and Hazardous Materials Inspection and Evaluation, Alternatives Development and Evaluation, Seismic Analysis, Fatigue Study, Conceptual Alignment Study, Life Cycle Cost Analysis (LCCA), Construction Cost Estimating, Construction Schedule, Conceptual/Functional Drawings, Recommendations and preparing and delivering to the Authority a Conceptual Design Package (the “CDP”) Report.

The Authority will perform all survey, geotechnical borings, field and laboratory material testing (except environmental as described further below), as required by the Consultant. The Consultant shall develop the testing programs, record all field data detected by the Authority and incorporate all field service and laboratory test data into the work as appropriate.

Except as noted otherwise herein, the Consultant shall be responsible for all involved engineering disciplines.

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 project specific quality assurance/quality control program (the "QA/QC Program") for completion of Tasks B through H complying with the schedule for submissions presented in Section IV, below, after receipt by you of a fully executed copy of this Agreement. The Consultant's project schedule shall be based on a 12-month total project duration for completion of all services required hereunder.
2. Prepare the schedule using Critical Path Method and include all task milestones and interdependencies. Incorporate Authority comments as required and resubmit the schedule as final.

TASK B. MEETINGS

1. Attend a kick-off meeting and bi-weekly 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 or other stakeholder agency 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 40 meetings, and 20 staff hours per meeting (inclusive of presentation and meeting minute preparation).

TASK C. FILE/DOCUMENT REVIEW

1. Research, review and obtain all relevant documents available from the Authority's files located at 4 World Trade Center, 20th Floor, New York, NY 10007 and 2 Montgomery Street, 1st Floor, Jersey City, NJ 07302.
2. Document gathering and review shall include documents for structures above and below grade (e.g. retaining walls, structural slabs, foundations, subsurface chambers or vaults,

abutments, piers, bridge structures, roadways, major utilities, boring logs, topographic information, etc.).

3. Obtain and review information from other agencies that encroach upon the project site(s) as determined by the Consultant and as approved in advance by the Authority.
4. Identify interferences, impacts and construction constraints resulting from, but not limited to, major utilities, Conrail, New Jersey Transit, New York State Department of Transportation (NYSDOT), New Jersey Department of Transportation (NJDOT), etc.
5. Data not available at the locations mentioned above in Task C.1. shall be researched, reviewed and collected during your field verification (Task E).
6. Discuss task progress with Authority staff, as required, at progress meeting(s).
7. Submit a complete list and copies of documents gathered. The list shall identify the document, document date, and source, as appropriate. All documents listed shall be provided electronically in pdf (jpg for photographs) electronic file format, unless otherwise directed by the Authority.

Any required information, related to the site, not provided in said documents shall be determined as part of the field verification services (See Task E, below).

TASK D. DESIGN CRITERIA SUMMARY

Prepare a Design Criteria Summary (DCS) based on the latest codes and standards listed in Task D.1 for each of the Alternatives described in Task F.2, on 11"x17" sheets with color printing as appropriate. The DCS shall include, but is not limited to, the following:

1. Said criteria shall conform, but not be limited to, latest codes, standards and ordinances listed below and be based on the edition that is in effect at the conclusion of Task H-Conceptual Design Package (CDP), plus all revisions, supplements thereto, and updates as appropriate:
 - a. American Association of State Highway and Transportation Officials (AASHTO).
 - AASHTO: Load Resistance Factor Design (LRFD) Bridge Design Specifications.
 - AASHTO: Load Resistance Factor Design (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 Standards for the Installation of Standpipe and Hose System.
 - NFPA 20 Standards for the Installation of Stationary Pumps for Fire Protection.
 - NFPA 72 National Fire Alarms and Signaling Code.
 - NFPA 502 Standards for Roads, 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 York City Department of Transportation (NYCDOT).
 - NYCDOT: Street Design Manual.
 - NYCDOT: Standard Details of Construction.
 - m. New Jersey Uniform Construction Codes and their Referenced Standards.
 - n. New Jersey Department of Transportation (NJDOT) Bridges and Structures Design Manual.
 - o. NJDOT Standard Specifications for Road and Bridge Construction.
 - p. New Jersey Administrative Code (N.J.A.C.) Section 5:23-8 “Asbestos Hazard Abatement Subcode”.
 - q. OSHA 29 CFR 1926.62 Lead.
 - r. Clean Water Act – 33 U.S.C 1251 et seq. (1972).

- s. New Jersey Administrative Code (N.J.A.C.) 7:26E “Technical Requirements for Site Remediation”.
- t. N.J.S.A. 12:5-3 Waterfront Development.
- u. N.J.A.C. 7:7 “Coastal Zone Management Rules”.
- v. N.J.A.C. 7:8 “Stormwater Management”.
- w. N.J.A.C. 7:13 “Flood Hazard Area Control Act Rule”.
- x. National Environmental Policy Act Implementing Procedures.
- y. United States Coast Guard (USCG) Section 9 Bridge Permit.
- z. United States Army Corps of Engineers (USACE) Nationwide Permit 15 & 3.
- aa. 6NYCRR, Part 750 - New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) Permit Program.
- bb. 6NYCRR, Part 608 - NYSDEC “Protection of Waters Permit – Article 15”.
- cc. Coastal Zone Management Act – 15CFR Part 930.
- dd. National Electrical Code (NEC).
- ee. 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.
- ff. Manual on Uniform Traffic Control Devices (MUTCD).
- gg. Port Authority Engineering Department Design Guidelines – Traffic.
- hh. Port Authority Engineering Department Design Guidelines – Civil.
- ii. Port Authority Engineering Department Design Guidelines – Geotechnical.
- jj. Transportation Research Board (TRB) Highway Capacity Manual (HCM) Latest version.
- kk. NFPA 72 National Fire Alarm Code.
- ll. National Electrical Manufacturers Association (NEMA).
- mm. Illuminating Engineering Society of North America (IESNA).
- nn. American National Standard Institute (ANSI).
- oo. Underwriter Laboratories, Inc. (UL).
- pp. The New York City Construction Codes.
- qq. The Fire Department Requirements of New York and New Jersey.
- rr. The New York City Fire Codes.
- ss. The New York City Plumbing Code.
- tt. International Fire Code - New Jersey Edition.
- uu. National Standard Plumbing Code.
- vv. The New York City Department of Environmental Protection.
- ww. The Port Authority Tenant Construction Review Manual.

- xx. The Port Authority Design Guidelines.
 - yy. The Port Authority Sustainable Infrastructure Guidelines.
 - zz. Local Authorities having jurisdiction.
2. Identify conditions and precautions that apply to the field inspection/verification and construction processes, including operational restrictions and noise restrictions.
 3. Authority Manuals and Guidelines (See Section V, below) including, but not limited to:
 - a. Port Authority Sustainable Infrastructure Guidelines.
 - b. Port Authority Climate Resilience Guidelines.
 4. The effort necessary to develop the DCS shall include, at a minimum, review and identification of items defined in Tasks D1, D2 and D3 as well as derived information including, but not limited to:
 - a. loading criteria;
 - b. geometric criteria;
 - c. material criteria;
 - d. design life criteria for major elements;
 - e. serviceability criteria;
 - f. Sustainable Infrastructure Guideline checklists (provided by the Authority);
 - g. seismic criteria;
 - h. electrical systems, including power distribution, lighting, and fire alarm system;
 - i. electronic systems, including CCTV, access control system, perimeter-intrusion detection and security systems, networks, RF wireless antennas for communication;
 - j. roadway drainage, fire standpipe, and associated fire/life safety systems;
 - k. other design and construction requirements/assumptions.

Submit a draft DCS report for Authority review. Incorporate Authority comments as required and resubmit the DCS as final. Refer to Section IV for submittal schedule.

TASK E. FIELD INSPECTION, VERIFICATION AND SURVEY

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

1. Prepare all maintenance of traffic (MOT) drawings needed for field inspections. 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 Authority's Outerbridge Crossing Routine Lane Closure Guidelines.

2. Review existing survey and as-built files that are available with the Authority and other agencies (Conrail, NYSDOT, NJDOT), and provide a request for any additional topographic survey, utility markout/location survey and property/Right of Way (ROW) survey. The Authority will perform the aforementioned survey to perform the scope of work described in Section II.
3. Identify and prepare a list of all entities and utility agencies (with contact information) that have utilities in project limits, and obtain all available information from each respective agency.
4. Seismic Study:

Perform a seismic assessment of the OBX (main span and approaches) based on current standards to identify any seismic deficiencies. Use the Seismic Vulnerability assessment that was developed in 2002 as a preliminary basis reference document. The seismic analysis will be based on the following criteria:

 - a. Bridge Performance Criteria:
 - 1) Force Demand: Essential Bridge, $2/3 \times (2\% \text{ in } 50 \text{ years Probability of Exceedance})$ - 1500-year event.
 - 2) Displacement Demand: Critical Bridge, 2% in 50 years Probability of Exceedance which is approximately 2500-yrs return period.
 - b. Rock Class: Assume Hard Rock under the OBX
 - c. Analysis Procedure: Multimode Response Spectrum method.
5. Fatigue Study:

Review existing load ratings and perform a fatigue study of fracture critical members including all truss tension members, hangers for suspended truss span, girders and floorbeams; and determine remaining useful fatigue life as per AASHTO standards.
6. Prior to performing any field inspection and verification, submit a Safety Plan to the Authority for review and approval. Information in the Safety Plan shall include, but not be limited to:
 - a. a description of the verification services to be performed;
 - b. the types of vehicles and equipment to be used;
 - c. names and telephone numbers of personnel to be present;
 - d. the name and qualifications and experience of consultant staff in charge at the site of the inspection/verification work;
 - e. evidence of OSHA Construction Industry training (10-hour minimum, 30-hour recommended);
 - f. a traffic safety plan and an emergency response plan that lists the telephone numbers for both the Port Authority Facility's office and the Port Authority Police and provides directions to the nearest hospital and the means of conveying the emergency response plan to the Consultants field personnel.
7. 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 information for design and drawings development including but not limited to:

- a. All priority, routine and safety repairs identified in the Engineering Quality Assurance Division's (QAD's) 2016 Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approach Roadways.
- b. All elements that are rated CS2 (Fair), CS3 (Poor) and CS4 (Severe) in the Element Level Inspection Data included in the Appendix of the QAD report.
- c. Locations that will be inspected to perform evaluation and quantify, locate and define the limits of work for all work items identified in Section II and Task F, and as required to verify and supplement (as appropriate) findings in the referenced documents, included herewith and made a part hereof.
- d. All existing structural elements of superstructure and substructure and the roadway safety features at the ends of the bridges; previous repairs, roadway pavement, utility castings, sign structures, drainage systems, fire standpipe systems, electrical equipment (including light poles, fixtures, conduits, raceways, wiring, junction boxes, fire alarm system, electronics CCTV, and security devices etc.); and electrical/electronics power sources and loads that may be affected by interruption of power during relocation of electrical/electronics equipment, raceways and wiring.
- e. Identification of environmental requirements including noise and air restrictions and all hazardous materials (e.g., lead based paint, asbestos containing materials, Polychlorinated biphenyl's (PCBs), and/or universal wastes) that will be impacted by the construction.
- f. Detailed condition assessment plan of the reinforced concrete deck at the main and approach spans consisting of the following:
 - 1) Develop and submit for review, a plan for sampling and testing at a sufficient number of deck locations to allow a competent determination of the conditions of all deck areas. At a minimum, the plan shall designate locations of all cores that will be removed and identify the types of tests that will be conducted on each core, for example: depth of wearing course (asphalt or concrete), type and thickness of waterproofing membrane, compressive strength and visual inspection to identify spalls, delaminations and cracks. Chloride samples shall be taken alongside each core location and the deck shall be evaluated for chloride ion content. Also, the plan shall identify locations for removing localized (2' x 2') areas of overlay at areas with overlay in good condition and patched areas, to record condition of top of deck and condition of rebar, if exposed. Incorporate comments from the Authority.
 - 2) Review previous deck condition surveys and Contracts that will be provided by the Authority (see Section V.B for list of available documents) for a historical perspective of the deck condition.
 - 3) Develop and submit for review, a plan for half-cell potential and Linear Polarization testing to detect active corrosion of reinforcing steel and to determine the rate of corrosion. Incorporate comments from the authority.
 - 4) Develop and submit for review, a plan for detecting deck delaminations using technology such as Ground Penetrating Radar (GPR) coupled with sounding the underside of deck and roadway surfaces and recording the size and location of all

deck deficiencies, including areas of spalling and delamination, cracking, moisture penetration, chloride salt staining and section loss of exposed reinforcing steel. Incorporate comments from the authority.

- 5) Develop a detailed Environmental Investigation Plan to be approved by the Authority which will describe the type and locations of environmental samples for collection and laboratory analysis to allow for characterization of bridge components. The plan shall include the methodology for sampling and analysis in compliance with applicable regulations and guidance.
 - g. The Field Inspection/Verification Plan shall indicate the extent of the field inspection/verification work to be completed as part of the Consultant's submission. 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 Item 8, Field Inspection/Verification.
8. Field Inspection/Verification:
- a. As per the approved Field Inspection/Verification Plan, perform a 100% hands-on Field Inspection/Verification of all elements 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 Hazardous Material Surveys of the existing areas/structures which are likely to be impacted as a result of the proposed construction. Perform sampling of suspect ACM and hazardous materials, in accordance with the Authority Approved Environmental Investigation Plan. The Consultant shall collect all samples for analysis, prepare all samples for shipment to the laboratory, and complete all chain of custody forms. The Authority will perform laboratory analysis and will provide the data to the Consultant. Although OBX steel member surfaces were de-leaded in the 1990's, all faying surfaces (steel to steel contact surfaces) and all embedded steel (in concrete) shall be assumed to contain lead. Confirmatory sampling of de-leaded steel member surfaces shall be included in environmental sampling plans.
 - b. Verify existing field conditions including taking all appropriate field measurements. Determine conditions of all structures in their entirety (except as noted otherwise) as required to determine the location and extent of each deficiency/deterioration and to verify conditions reported in the latest QAD Report (included herewith and made a part thereof) including conditions of all structural, civil, plumbing, fire protection, electrical and electronics components.
 - c. The condition assessment of the elevated structure shall be used to determine the estimated remaining service life of the structure.
 - d. Provide all rental equipment including vehicles, rigging, temporary structures, scaffolds and ladders as required for your inspection of the structure and to maintain traffic under and over the structure.
 - e. Street level inspection that requires closures of traffic lane, sidewalk and parking lane may require support from NYSDOT, NYCDOT, and NJDOT, including the preparation of permitting documents. The Consultant shall perform such services and shall be reimbursed for such out-of-pocket expenses.

- f. Determine and document the extent of repair/modification/relocation of conditions/utilities required to eliminate deficiencies and interferences and provide necessary clearances for construction activities.
- g. Conditions and major utilities that may affect the work shall be noted. The verification shall document information necessary for staging of demolition and construction, conceptual design of temporary structures and defining dimensional constraints. This shall include fire watch and any temporary drainage and standpipe systems during the staging and phasing.
- h. As part of the field inspection; identify all electrical and electronics equipment (including light poles, fixtures, conduits, raceways, wiring, junction boxes, CCTV, Access Control System, Perimeter-Intrusion Detection and security systems, networks, RF wireless antennas for communication; etc.), sign structures, utilities and their supports that interfere with the work of this project and prepare field condition drawings including but not limited to location plans with photographs, one line diagrams, layout, associated panel, junction box, conduit and cable schedules, elevations for electrical and electronics systems.
- i. As part of the field inspection, identify all plumbing and fire protection equipment (including drainage system, flushing system, fire hose outlets, fire department connections, and fire standpipes, etc.), sign structures, utilities and their supports that interfere with the work of this project.
- j. The Authority will perform all field and laboratory concrete and steel material testing of the elements in consultation with the Consultant. Prior to performance of any required concrete and steel material testing; the testing schedule shall be discussed with the Authority. Incorporate all field service and laboratory test data into the CDP, as appropriate.
- k. Submit copies of completed field findings on inspection reporting forms and meet with Authority staff to discuss those findings as required. All field inspection sketches, notes, photographs and photo logs shall be stored in a searchable database and shall be provided to the Authority.
- l. Upon completion of the Seismic Analysis, Fatigue Study, Environmental Investigation Plan, Condition Assessment (Field Inspection/Verification) services, submit a draft and final report documenting your findings with figures and photographs as part of the CDP Report, required under Task H below.

TASK F. ALTERNATIVES DEVELOPMENT AND EVALUATION

- 1. Review the available documents listed in Section V.B, below, related to existing condition assessment (including priority, routine and safety repairs; and element level inspection data in the appendix of the QAD Inspection report), history of bridge repairs that were performed in the past and seismic vulnerability assessment of the bridge structures done in 2002. Evaluate the element level inspection data to identify elements that are rated fair, poor and severe. Also, evaluate all the priority repairs in the past five (5) QAD Inspection Reports to identify elements that are prone to repetitive repairs. Briefly summarize major aspects of the bridge structural condition, vulnerabilities, based on the information available in order to develop the scope of work for the short term and long term rehabilitation alternatives.

2. Summarize the original design standards to which the OBX bridge structures (e.g. lane widths, shoulders, seismic, etc.) were constructed. Compare with current bridge design standards, as recommended by AASHTO and other codes, standards (See Task D.1 “Design Criteria Summary”, above for complete list of codes and standards). Render a summary opinion regarding developing a plan for the replacement of the Outerbridge structures based on industry guidelines for structures of similar age, type, functionality and condition.

As a minimum, the short and long-term rehabilitation and bridge replacement scope shall include the following:

a. Alternative 1 – Short-Term Rehabilitation (Service Life 10 to 20 Years)

1) Deck Rehabilitation.

- a) Partial top of deck and full depth localized deck repairs (No overhead patching underside of deck).
- b) Joint repairs.
- c) Median barrier, safety walk and parapet repairs.

2) Priority Structural Rehabilitation.

- a) Deteriorated gusset plates.
- b) Deteriorated floorbeams, stringer ends and lateral bracings below expansion and construction joints.
- c) Floorbeam cantilever brackets.
- d) Priority, routine and safety repairs from the QAD report.
- e) Elements that are rated CS2 (Fair), CS3 (Poor) and CS4 (Severe) in the Element Level Inspection Data included in the Appendix of QAD report.

3) Rehabilitation of Catwalks (longitudinal catwalks at approaches and transverse catwalks at main span).

b. Alternative 2 - Long Term Rehabilitation (Service Life 20 to 30 Years)

1) Full Depth Deck Replacement including:

- a) Deck joint replacement.
- b) Curb and parapet replacement.
- c) Asphalt wearing surface replacement.

2) Seismic Retrofit.

3) Retrofit of Deteriorated and Fracture Critical Members (Truss tension members, hangers for suspended truss span, floorbeams, girders etc.) that are Past Useful or Nearing End of Fatigue Life.

4) Rehabilitate Deteriorated Steel and Concrete Members.

c. Alternative 3 - Bridge Replacement & Modernization (Service Life 100+ years).

Replace main span and approach spans with a new bridge (assume 3 lanes in each direction) to meet current design codes & standards based on the following schemes:

- 1) A new alignment immediately adjacent to the existing bridge (North Side).
- 2) A new alignment immediately adjacent to the existing bridge (South Side).

For Alternative 3, there will be three (3) lanes in each direction, use the new Goethals Bridge as basis and reference to develop the bridge type and configuration unless otherwise directed by the Authority.

3. Prepare an alternatives development and evaluation package report that defines the scope of work under each alternative as an early action deliverable. The report shall be submitted on 11"x17" sheets with appropriate color printing as required and shall include narrative, illustrations and photographs. Submit a draft report. Incorporate Authority comments as required and submit as final.
4. The scope of work, identified under Alternatives 1 and 2 shall be further evaluated and validated by the data from the Field Inspection/Verification Task E in order to further quantify, locate and define the scope of work for performing a Life Cycle Cost Analysis (LCCA) under Task H.

TASK G. ALIGNMENT STUDY PACKAGE (ASP)

Develop initial functional layouts and staging for the Alternative 3 replacement schemes.

As a minimum, the following alignment shall be considered for the replacement schemes:

1. A new alignment immediately adjacent to the existing bridge (North Side)
2. A new alignment immediately adjacent to the existing bridge (South Side)

This task requires effort and close coordination between the involved disciplines (i.e. traffic, civil, geotechnical, fire protection, and structural engineering, etc.). This task shall as a minimum include the following:

1. The following items shall be developed before the working meetings (meetings are included in Task B) for each scheme, unless otherwise noted:
 - a. Multiple scenarios including sketches as appropriate;
 - b. Staging including closures, detours, and temporary structures for each scenario;
2. Present and discuss possible scenarios and staging for each scheme. Review meetings shall include all involved disciplines as appropriate.

A single (i.e. best) scenario shall be selected for each scheme at the conclusion of the last review meeting.

3. Preparation and submittal of a draft 100% complete Alignment Study Package (ASP) including functional layout drawings for each replacement scheme. The ASP shall be produced on 11"x17" sheets with appropriate color printing as required. The ASP drawings shall include the following:
 - a. Horizontal and vertical alignments;
 - b. Tie-in to existing connections upstream and downstream from new bridge limits, including new ramps;
 - c. Profiles and sections as necessary to depict geometry;
 - d. Identification of impacted properties (those beyond Authority's right of way);

- e. Clearances and structure elevations or limits (i.e. maximum/minimum);
- f. Staging plans including closures, detours, and temporary structures;
- g. Identification of impacted utilities and extent of modification/relocation/support of utilities that may be required to perform work;

The information shall be overlaid on the provided topographic survey plan (backgrounds) or on publically available aerial images. Horizontal and vertical alignments, profiles, and sections shall be prepared in electronic AutoCAD 3D drawing file format.

- 4. Prepare and conduct Microsoft PowerPoint presentation of 100% ASP to Authority staff.
- 5. Incorporate Authority comments as required, and submit as final (hard-copy and electronic pdf format).

TASK H. CONCEPTUAL DESIGN PACKAGE (CDP)

1. Alternatives 1 and 2:

a. Structural Engineering

Review the detailed condition assessment, seismic analysis and fatigue study findings under Task E, Alternatives development and evaluation under Task F, and provide repair/rehabilitation recommendations with conceptual repair/rehabilitation drawings and quantity estimates (for all major items of work).

b. Electrical/Electronics Engineering

- 1) Provide conceptual drawings for repair/rehabilitation works including but not limited to: plans, layouts, diagrams, schedules, details.
- 2) Provide staging and phasing requirements for repair/rehabilitation works.
- 3) Provide construction schedule and cost for all electrical and electronics repair/rehabilitation works.

c. Mechanical (Plumbing and Fire Protection) Engineering

Review the detailed condition assessment of the Fire Protection and provide repair/rehabilitation recommendations with conceptual repair/rehabilitation drawings for the fire standpipe system. The existing standpipe system must be evaluated to current NFPA 502 requirements. Perform an overall code analysis indicating compliance with all applicable codes and standards including, but not limited to, those listed in Task D (Design Criteria Summary) above, and additional information for preparation of design documents and construction cost estimates.

d. Environmental Engineering

- 1) Provide a comprehensive environmental survey report which will include drawings depicting the locations, sample locations, and quantities of all hazardous and regulated materials which may be impacted by each Alternative, and provide recommendations for the abatement of these materials.
- 2) Generate a permit matrix that identifies all necessary environmental permits for each alternative, identify required elements of each permit application package, and provide a draft permit timeline, including application package preparation, submission, and issuance of permits by regulating Agencies.

- 3) Determine requirements and timeline for a National Environmental Policy Act (NEPA) Environmental Assessment or Environmental Impact Statement, and/or other Environmental Reviews
- e. Geotechnical Engineering
 - 1) Develop response spectrum for the bridge according to the soil class base on the provided historical boring information.
 - 2) Develop foundation stiffness for seismic analysis according to the existing bridge foundation information.
 - 3) Evaluate if soil conditions under OBX are susceptible to liquefaction.
- f. Traffic Engineering
 - 1) Prepare maps and graphics, that provides a clear understanding of the potential areas of impact.
 - 2) Prepare conceptual construction staging drawings which show a traffic functional plan for each stage. Staging shall include closures and detours for each alternative.
 - 3) Prepare a memo summarizing the traffic lane closure needs (with construction hours and required construction duration) for each alternative and provide to the Authority.

2. Alternative 3:

Develop replacement schemes based on the approved DCS and the final ASP. The main objective of developing this Alternative is to develop a construction cost estimate based on conceptual functional layout drawings in order to perform the LCCA. The CDP shall include, but not be limited to, the following:

- a. Civil Engineering
 - 1) Functional layout drawings based upon the approved ASP sketches to include, but not be limited, to the following:
 - a) Horizontal and vertical alignments;
 - b) Profiles and sections as necessary to depict geometry, lane configurations, shoulders, parapets, fences, typical construction, temporary construction, and to demonstrate staging;
 - c) Identification of impacted properties (those beyond Authority's right of way). Identify parcels requiring permanent or temporary land acquisition and those requiring permanent subsurface easement agreements. Additionally, identify limits of temporary surface and permanent subsurface easements;
 - d) Clearances and structure elevations or limits (i.e. maximum/minimum);
 - e) Staging plans, including closures, detours and temporary structures.

The information shall be overlaid on the topographic survey plan background drawing(s) or on aerial images. Horizontal and vertical alignments, profiles and elevations shall be prepared in AutoCAD 3D drawing format in accordance with Authority's CAD Standard (See Section V, below).

- 2) Concept(s) for at grade roadway areas, including proposed pavement, retaining walls shall be coordinated with Structural and Traffic disciplines.
- b. Traffic Engineering
- 1) Prepare concept(s) of roadway design.
 - 2) Prepare maps and graphics, that provides a clear understanding of the potential areas of impact.
 - 3) Prepare conceptual construction staging drawings which show a traffic functional plan for each stage. Staging shall include closures and detours, and temporary structures.
- c. Structural Engineering
- Develop conceptual design for bridge structures including typical deck, superstructure and substructure including foundations for development of cost estimate for performing Life Cycle Cost Estimate.
- d. Geotechnical Engineering
- 1) Identify permits, right-of-way and property acquisitions necessary for subsurface work.
 - 2) Assemble and summarize existing in-house subsurface information along vicinity of existing roadway within Authority's jurisdiction.
 - 3) Provide foundation type and abutment retaining wall options with recommendation.
- e. Environmental Engineering
- 1) Generate a permit matrix that identifies all necessary environmental permits for Alternative 3, identify required elements of each permit application package, and provide a draft permit timeline, including application package preparation, submission, and issuance of permits by regulating Agencies. Also identify necessary forestry permits required by the New York City Department of Parks and Recreation (NYC P&R) and the State of New Jersey Department of Environmental Protection.
 - 2) Determine requirements and timeline for a NEPA Environmental Assessment or Environmental Impact Statement, and/or other Environmental Reviews.
 - 3) Provide a comprehensive environmental survey report which will include drawings depicting the locations, sample locations, and quantities of all hazardous and regulated materials which may be impacted by Alternative 3, and provide recommendations for the abatement of these materials.
- f. Sustainable Design and Climate Resilience
- 1) Sustainable Design Submission. The submission shall include a Sustainable Design checklist demonstrating compliance with PANYNJ's Sustainable Infrastructure Guidelines (SIG). Sustainable design submission shall include, at a minimum:
 - a) A checklist which categorizes credits as "targeted", "possible", or "not applicable";
 - b) A draft narrative of how each targeted or possible credit will be achieved.

- 2) Climate Resilience Analysis. Submission shall include a narrative describing the overall approach to Climate Resilience relative to OBX.
3. Construction Cost Estimate and Construction Schedule:

Prepare a Construction Cost Estimate and Construction Schedule for all alternatives in accordance with the Authority's estimating guidelines and procedures, included herewith and made a part hereof (See Section V, below). For replacement scheme assume a 40% contingency as per PA Estimating guidelines. Costs for property acquisition or easements shall not be included in the estimates.
4. Life Cycle Cost Analysis (LCCA):
 - a. Perform a LCCA of the three (3) alternatives based on the Authority's Life Cycle Cost Analysis Guidelines. The objective of performing LCCA is to determine the overall costs of project alternatives and to select the design alternative that ensures the Authority will have the lowest overall cost of ownership consistent with its quality and function. The LCCA shall include initial construction costs, operation, maintenance, and repair costs, replacement costs, residual values etc. The Consultant shall discuss, with the Authority, the appropriate service life for each bridge (for each alternative) to be used in the LCCA and shall consult with the Authority on the other parameters to be used in the analysis. LCCA shall be coordinated with the Authority's Cost Estimating and Planning Divisions. Incorporate all comments and incorporate LCCA findings in the CDP report (Task H). A service life for each Alternative is provided below for guidance:

The LCCA shall be performed on the following alternatives:

 - 1) Short-Term Rehabilitation (Service Life 10 to 20 Years)
 - 2) Long Term Rehabilitation (Service Life 20 to 30 Years)
 - 3) Bridge Replacement & Modernization (Service Life 100+ years)
5. Prepare a CDP incorporating information and documents from the Tasks above and supplemented by additional information defined below. The CDP shall be on 11"x 17" sheets with appropriate color printing as required. The CDP shall present finalized information for each Alternative developed in the preceding Tasks and evaluate their advantages and disadvantage in regards to their feasibility, constructability, construction cost, construction duration, LCCA (Net Present Value and Equivalent Annual Agency Cost), local traffic impact, etc. The CDP shall include, but not be limited to:
 - a. Submit a 75% complete CDP for review. Incorporate Authority comments as required. Submit a 100% complete CDP and conduct a Microsoft PowerPoint presentation to the Authority. Incorporate Authority comments as required. Submit a final CDP and conduct a final Microsoft PowerPoint presentation to the Authority and Stakeholders. Refer to Section IV for submittal schedule. Submit electronic copies of all information included in the CDP in its native software (Microsoft Word, AutoCAD, Microsoft Excel, jpg, etc.) and a compiled version in pdf file format.

IV. SCHEDULE OF 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. The number of calendar days is stated with reference to the Agreement date.

- A. Submit the Project Schedule required under Task A above within 14 calendar days. Authority comments will be forwarded to the Consultant within 7 calendar days after receipt of said submission. Incorporate comments and re-submit as final within 7 calendar days.
- B. Submit 10 sets of your Design Criteria Summary within 21 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Incorporate comments and re-submit as final within 7 calendar days.
- C. Submit 10 sets of Final Alternatives Development and Evaluation Package Report within 120 calendar days incorporating all comments.
- D. Submit 10 sets of Draft Alignment Study Package Report within 150 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission.
- E. Submit 10 sets of Final Alignment Study Package Report within 180 calendar days incorporating all comments.
- F. Submit 10 sets of collated and stapled half-sized (11x17) prints of 75% Conceptual Design Package Report including Functional Drawings, Construction Cost Estimate, Construction Schedule and LCCA within 270 calendar days. Authority comments will be forwarded to the Consultant 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.
- G. Submit 10 sets of collated and stapled half-sized (11x17) prints of 100% Conceptual Design Package Report including Functional Drawings, Construction Cost Estimate, Construction Schedule and LCCA within 320 calendar days. Prepare and conduct Microsoft PowerPoint presentation. Authority comments will be forwarded to the Consultant 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.
- H. Submit 10 sets of collated and stapled half-sized (11x17) prints of Final Conceptual Design Package Report including Functional Drawings, Construction Cost Estimate, Construction Schedule and LCCA within 365 calendar days.
- I. 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 certain documents specified below. The documents specified under "A" below were prepared for the subject work or for other purposes and form a part of this Agreement. The documents specified under "B" below are deemed "Proprietary Information" and were not prepared for the purpose of providing information for the Consultant for the present work but were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation

or guarantee as to, and shall not be responsible for, the accuracy, completeness or pertinence of the “B” documents and, in addition, shall not be responsible for conclusions drawn therefrom. The documents are made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

Said documents are as follows:

A. Authority Standards, Manuals, Guides and Memorandums:

1. Central Survey Group CAD Standards (Current Version)
(<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-csg-cad-standard.pdf>)
2. Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic, prepared by the Port Authority Engineering Department and dated July 1, 1929.
3. Port Authority Transportation Management Plan Guidelines
4. Port Authority CADD Standards (<http://www.panynj-cadstandards.com>)
5. Port Authority Engineering Department Estimating Procedures, dated 2009
(<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-estimating-guidelines.pdf>)
6. 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)
7. Port Authority Index of Standard Technical Specifications, June 9, 2016
(<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-standard-specifications-index.pdf>)
8. Port Authority Contracts Unit Review Standards (<http://www.panynj.gov/business-opportunities/pdf/contracts-unit-review-standards.pdf>)
9. Port Authority Engineering Department Design Guidelines – Architecture
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/architecture.pdf>)
10. Port Authority Engineering Department Design Guidelines – Civil
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/civil.pdf>)
11. Port Authority Engineering Department Design Guidelines – Electrical
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/electrical.pdf>)
12. Port Authority Engineering Department Design Guidelines – Environmental
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/environmental.pdf>)

13. Port Authority Engineering Department Design Guidelines – Geotechnical
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/geotechnical.pdf>)
14. Port Authority Engineering Department Design Guidelines – Mechanical
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/mechanical.pdf>)
15. Port Authority Engineering Department Design Guidelines – Structural
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/structural.pdf>)
16. Port Authority Engineering Department Design Guidelines – Traffic
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/traffic.pdf>)
17. Port Authority Engineering Department Design Guidelines – Climate Resilience
(<http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/climate-resilience.pdf>)
18. Port Authority Life Cycle Cost Analysis Guidelines, March 2016
19. Port Authority Outerbridge Crossing Routine Lane Closure Guidelines, November 2013.
20. Authority Engineering Architectural Design Division Report Templates
21. Other information, material, and/or documentation related to the Project will be made available to the Consultant as needed and as appropriate to assist the Consultant with the performance of requested services.

B. Additional Documents:

1. Previous Contract Documents
 - a. AKO-110.035 - Rehabilitation of Concrete Slab, Median Barrier & Structural Steel
 - b. AKO-117 - Concrete Repairs to NJ Approach Piers, NJ Main Span Piers and NJ Hollow Abutment
 - c. AKO-119 - NY Hollow Abutment Deck Repairs
 - d. AKO-122 - Repairs to NJ Hollow Abutment & Approach Pavement
 - e. AKO-133 - Replacement of Dummy Chord Supports at Truss Joints
 - f. AKO-141 - Underwater Rehabilitation of the Main Span Piers
 - g. AKO-145 - Drainage System Rehabilitation
 - h. AKO-284.001 - Removal of Lead Based Paint and Repainting
 - i. AKO-284.031 - Outerbridge Crossing-Rehabilitation of Deck, Structural Steel Repairs and Replacement of Sidewalk
 - j. AKO-284.037 - Rehabilitation of Outerbridge Crossing: Removal of Lead Based Paint, Repainting of NY and NJ Viaduct and Structural Steel Rehabilitation
 - k. AKO-284.040 - Bearing Replacement at Piers A&F, False Chord Repairs

1. AKO-284.053 - Pavement Replacement of the Eastbound and Westbound Spans, Toll Plaza and Approach Roadways
2. Authority Reports, Studies, Specifications etc.
 - a. Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic, prepared by the Port Authority Engineering department, dated July 1, 1929
 - b. Seismic Vulnerability Final Report for Outerbridge Crossing, October 2002
 - c. Outerbridge Crossing Deck Condition Assessment, March 1997
 - d. 2008 QAD Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approaches, December 2016
 - e. 2010 QAD Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approaches, December 2016
 - f. 2012 QAD Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approaches, December 2016
 - g. 2014 QAD Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approaches, December 2016
 - h. 2016 QAD Inspection Report of Outerbridge Crossing Main Span and New York and New Jersey Approaches, December 2016
 - i. Outerbridge Crossing Load Rating Report, March 2017
3. Other Information

Historical Boring information: OBC-SL-001 to OBC-SL-016

VI. CONDITIONS AND PRECAUTIONS

A. General

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

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

B. Work Areas

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

During all periods of time when it is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in locations designated by the Authority and shall provide all security required for such equipment.

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

C. Work Hours

Perform work not requiring the closing of a traffic between the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday, unless otherwise directed by the Chief Engineer.

Field verifications requiring closing of a traffic lane within Authority jurisdiction shall be conducted between the hours of 10:00 P.M. and 5:00 A.M. (Sunday thru Thursday) and 11:59PM to 8:00AM (Friday and Saturday).

In any case, no work shall be performed at the site on any holidays observed by the Authority.

D. Identity Checks and Background Screening

1. The Consultant and any sub-Consultant shall follow security requirements at each facility, which may include but not be limited to:
 - a. The inspection of not less than two forms of valid and current government issued identification (at least one having an official photograph) to verify name and residence;
 - b. Screening federal, state and local criminal justice agency information databases and files;
 - c. Screening of any terrorist identification files;
 - d. Multi-year check of personal, employment and/or credit history;
 - e. Access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.
2. The Consultant may be required to have staff, and any sub-Consultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority.
3. The Authority may direct the Consultant and the Consultant's sub-Consultant(s) to have identity checks and background screening performed by a particular firm designated by the Authority.
4. Follow facility access requirements when entering and exiting each facility. This includes obtaining identification placards for all vehicles on site and identification badges for all personnel on site.
5. The Port Authority utilizes the Secure Worker Access Consortium (SWAC) for validating a person's identity and credentials. All personnel must obtain a Level 3 access clearance by first obtaining an identity card from SWAC and then by having such identity card renewed annually. For additional information on SWAC, visit www.secureworker.com or call 1-866-477-7922.

VII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1. The Consultant(s), and all of its/their Sub-consultants shall take out, maintain, and pay the premiums on **Commercial General Liability Insurance** for the life of the Agreement and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Consultant(s) under this Agreement, including, but not limited to, Premises-Operations, Products and Completed Operations, and Independent Contractor's coverages, with contractual liability language covering the obligations assumed by the Consultant(s) with insurance covering against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Agency in limits of

not less than **\$5,000,000** combined single limit per occurrence and in the annual aggregate. If vehicles are to be used to carry out the performance of this Agreement, then the Consultant(s) 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.

The insurance shall be written on an occurrence basis, as distinguished from a “claims made” basis, and shall not include any exclusions for “action over claims” (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Agreement;
- Independent Contractor’s Coverage;
- Premises-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Consultant(s) and Sub-consultant(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policies;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- Excess/umbrella policies shall have a liberalization clause with drop down provisions by the Consultant and subcontractor(s);
- To the extent any coverage the Consultant(s) and Sub-consultant(s) obtains and/or maintains under this Agreement contains “Other Insurance” language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Consultant(s) and/or its Sub-consultant(s) obtains and/or maintains broader coverage and/or insurance in an amount greater than the minimum limits required under this Agreement, then the full limits of that insurance coverage will be available to respond to any claims asserted against the additional insureds that arises out of or is in any way connected with this Agreement;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law;

In addition, the liability policy(ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorses to name “The Port Authority of New York and New Jersey, and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their

affiliates, successors or assigns”, in addition to: The City of New York, for all operations at John F. Kennedy and LaGuardia Airports; Port Authority Trans-Hudson Corporation, for operations at PATH; AFCO AvPorts Management LLC, for operations at Teterboro Airport; AFCO AvPorts Management LLC and NY State Dept. of Transportation , for operations at Stewart Int’l Airport, Trends Urban Renewal for operations at PATC and Silverstein Properties Inc.; The Port Authority of New York and New Jersey; Silverstein 2/3/4 WTC Redevelopment LLC; WTC Redevelopment LLC; World Trade Center Properties LLC; 4 World Trade Center LLC; Net Lessees 'Association of the World Trade Center; WTC Management and Development LLC; Silverstein WTC Mgmt. Co. LLC. Silverstein WTC Mgmt. Co II LLC; Silverstein WTC Properties LLC; Silverstein WTC Management and Development LLC; Silverstein WTC LLC.; WTC Investors LLC.; 4 WTC Holdings LLC; WTC Investors Management and Development LLC; World Trade Center Holdco LLC; 4 WTC Mezz LLC. for operations at the World Trade Center Site as “Insured” (as defined in the policy or in an additional insured endorsement amending the policy’s “Who Is an Insured” language as the particular policy may provide) on its liabilities policies with respect to liability arising out of work or operations performed by or on behalf of the Consultant(s) including, but not limited to, materials, parts or equipment furnished in connection with such work or operations. The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premises-operations, products-completed operations of the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between parties. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Consultant(s) is/are responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Consultant(s) is/are subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

Any self-insured retention shall cover any liability imposed upon the Consultant(s) and any and all subsidiaries with respect to all operations and obligations assumed by the Consultant(s) and any and all subsidiaries. The undersigned represents that such program provides the Additional Insureds (as defined in the Agreement) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Agreement, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Agreement.

If any of the Work is to be done on or at Authority facilities by the Sub-consultants and, if the Consultant(s) requires its Sub-consultant(s) to procure and maintain such insurance in the name of the Consultant(s), then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this “Insurance” section.

Further, it is the Consultant's responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all Sub-consultants are accurate, adequate and in compliance with the Authority requirement. All certificates of insurance shall be turned over to the Authority prior to the start of work, and upon completion of the Agreement.

“The Consultant, its Sub-consultant(s) and its insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of 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. Workers' Compensation Insurance:

The Consultant(s) and its/their Sub-consultant(s) shall take out, maintain and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than **\$1,000,000** each accident. Such policy shall include a waiver of subrogation endorsement in the benefit of the additional insureds.

3. **Additional Coverages:** The Consultant(s) 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. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If the services of the Consultant(s), as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
- b. Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
- c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- d. Coverage for work within fifty (50) feet of railroad.

4. **Additional Coverages:** The Consultant(s) 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.

5. Professional Liability Insurance:

The Consultant(s) shall take out, maintain and pay premiums on 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(s), or any person employed by Consultant(s). 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.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days' prior written notice to the Project Manager, at the location where the work will take place with a copy to the General Manager, Risk Financing.

The Authority may, at any time during the term of this Agreement, change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Financing for the Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after award of this Agreement and prior to the start of work at the site, the Consultant(s) must submit an original certificate of insurance, to the Project Manager and Exigis email: certificates-portauthority@riskworks.com at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), including, but not limited to, the title of this Agreement, the P. A. Agreement number, the notice of cancellation provisions, prior to the start of work. The Consultant(s) is/are also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors and assigns. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request of the General Manager, Risk Financing/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

Renewal certificates of insurance or policies shall be delivered to the Authority's Project Manager, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing 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(s) shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

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, the Consultant(s) and all Sub-consultants shall suspend performance of the Agreement at the premises until a satisfactory insurance policy(ies) and certificate of insurance is provided to and approved by Risk Financing, unless the Facility or Project Manager directs the Consultant(s), in writing, to continue to performing work under the Agreement. If the Agreement is so suspended, no extension of time shall be due on account thereof.

Failure by the Consultant(s) to meet any of the insurance requirements, including the requirement that the Authority be afforded the full extent of the insurance obtained under this Agreement without limitation, shall be deemed a material breach of Agreement and may be a basis for termination of this Agreement by the Authority.

The requirements for insurance procured by the Consultant(s) shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant(s) 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.

All insurance coverage shall be provided by the Consultant(s) and/or by or for any of its/their Sub-consultant(s) at no additional expense to the Authority and its related entities. A copy of this "Insurance" section shall be given to your insurance agent and Sub-consultant(s) and shall form a part of the covered Agreement for insurance purposes in furtherance of the insurance requirements of this Agreement.

P.A. AGREEMENT # *-18-*****

DATE

Lillian D. Valenti
Chief Procurement Officer

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR THE OUTERBRIDGE CROSSING: COMPREHENSIVE CONDITION ASSESSMENT, LONG TERM AND PRIORITY STRUCTURAL REHABILITATION EVALUATION (STAGE I)

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (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.

This Agreement shall be signed by you and by the Authority's Chief Procurement Officer. As used herein, "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority, or his duly authorized representatives.

For the purpose of administering this Agreement, the Chief Engineer has designated DAR NAME, Assistant Chief ***, to act as his duly authorized representative. The Project Manager for this project is NAME, tel. (***)***-****, or e-mail address: ***@panynj.gov.

2. 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.

3. 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 will receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

4. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with any service to be performed herein. Any Contract Drawings, Technical Specifications and/or 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

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

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 will 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 thereto) 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.

5. 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 Control/Assurance 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 Control/Assurance Program.

6. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Chief 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.

7. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder, including reimbursable expenses, reaches the amount of \$***,***.00 (*****). 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

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

A. The Consultant shall be compensated at an amount equal to *.* times the actual salaries paid by you to professional and technical personnel (but not partners 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 schedule shall clearly indicate any of your employees, as 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, subconsultants, or subcontractors 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 the Authority access to 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 cost 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, the Authority will grant an increase only 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 in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If, during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement will in all cases be finally determined by the Chief Engineer or his designee, in his 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 or 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 will be reimbursed by the Authority when they 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 will 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 under 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, 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 advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States 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 shall provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is a geographical area 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, 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 multiplier referred to in Subparagraph 8A above.

9. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder and, notwithstanding any other provision of this Agreement, failure to do so shall constitute 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.

10. 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.

11. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days' notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed; but if termination is without fault on your part, the Authority 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.

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

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

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

15. Originals of 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 such claims presently exist or arise 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, by a subconsultant, or by an employee of either. Whether or not your Proposal is

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

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, its 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.

17. 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 and/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 of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to ensure 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.

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

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

20. The Authority has a long standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority business enterprise" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) 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 enterprise" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1) 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 Consultant shall use good-faith efforts to achieve participation equivalent to twenty percent (20%) of the total Consultant price for Port Authority certified MBEs and ten percent (10%) of the total Consultant price for Port Authority certified WBEs.

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

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

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into smaller portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from Port Authority certified MBE/WBE firms.
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs in accordance with prompt payment provisions of the Agreement under which services are being provided, if applicable.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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 OBDCR for certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

The Consultant must submit an MBE/WBE Participation Plan for each MBE/WBE subconsultant. Each Participation Plan shall contain, at a minimum, the following:

- Identification of the MBE/WBE: Provide the name and address of the MBE/WBE. If no MBE/WBEs are identified, describe the process for selecting participant firms in order to achieve the good-faith goals under this Agreement.
- Level of Participation: Indicate the dollar value and percentage of MBE/WBE participation expected to be achieved.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

The MBE/WBE subconsultant listed on each of the MBE/WBE Participation Plans 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/sd-mwsdbe-profile.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 any of the MBE/WBE Participation Plans must be submitted via a Modified MBE/WBE Participation Plan to the Project 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 any of its approved MBE/WBE Participation Plans or substitute MBE/WBE subconsultants or suppliers for those named in their approved plans without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

The Consultant shall also submit to the Project Manager, along with invoices, the Statement of Subcontractor Payments, 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 product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that 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 represent 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 an MBE/WBE, the Consultant shall 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 an 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 an MBE/WBE. Work that an MBE/WBE subconsultants to a non-MBE/WBE firm does not count toward MBE/WBE goals.

2. Material Suppliers: Sixty percent (60%) of the expenditure to an 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 customarily allowed for similar services. The cost of the 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.

21. 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 11 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.”

22. 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 who 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; 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 a personal identity verification check. 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.

In accordance with the Authority's Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

- 1) Confidential Privileged Information
- 2) Confidential Information related to a security project and/or task
- 3) Secure Area of an Authority or PATH facility
- 4) Mission critical system

The Consultant shall perform background checks through the Authority's personnel assurance program provider. 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.). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located 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 may be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Costs for background checks for 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 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 identity and SSN verification.

Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identity verification for all employees of the Consultant and subconsultant shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

If any questions should arise as to when a Personnel Assurance Program background check is required, the Port Authority Manager or contract administrator should be contacted for assistance.

- 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 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 any work, the Consultant shall request a description from the Project Manager of the Secure Areas that will be in effect on the commencement date(s) of the request services. 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, subcontractor 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. The Handbook can be obtained at:

<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but not be 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.

23. 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.

24. The Consultant assumes the following distinct and several risks to the extent they may arise from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants/subcontractors in the performance of services hereunder:

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

B. The risk of loss or damage to any property of the Consultant or its subconsultants/subcontractors 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/subcontractors or against 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/subcontractors 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/subcontractors or against the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage or 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 the Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed by the Authority, 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 the 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 the Consultant 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 the Consultant 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.

25. Pursuant to the Code of Ethics for Port Authority Vendors ("Code"), Consultants must execute a Compliance Certification, and provide it to the Authority, prior to beginning Work under this Agreement. This Compliance Certification, once executed, is a material and integral part of the Agreement. A copy of the Compliance Certification must be retained by the Consultant, unless and until the Authority indicates that the Certifications may be disposed of. Violations of the law or of the Code may subject a Vendor or a Vendor's Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Authority will have no further commercial dealings with the Vendor. The Code and the Compliance Certification (PA Form 4254) can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

26. 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 contract for failure to meet standards related to the integrity of the Consultant;
- C. received a less than satisfactory rating on a public or government contract;

D. had an agreement terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;

E. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;

F. 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;

G. 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

H. 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.

27. 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), 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 "27G.", 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. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-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 and the term of the Agreement or any extension of such period, if Consultant is awarded the 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 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.). Consultants are 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 it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor to 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.

28. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR THE STATE OF 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.

29. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

During the term of this Agreement, the Consultant shall at all times during the Agreement term remain responsible. The Consultant agrees, if requested by the Authority, to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

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. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant must comply with the terms of the suspension order. Agreement activity may resume at such time as the Authority issues a 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 to be 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 pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

30. 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, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

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

31. OBLIGATION TO REPORT

In the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by the section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", or if the Consultant knows or should reasonably know that a principal, employee, or agent of the Consultant or of its subconsultants or subcontractors has committed a violation of federal, New York or New Jersey law addressing or governing anti-trust, public contracting, false claims, fraud, extortion, bribery, bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information 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 how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for finding of non-responsibility. The Consultant shall not take any Retaliatory Action against any of its employees for reporting such conduct.

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).

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

32. 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, or 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 the Consultant or potential consultant of the Authority or if the Consultant has an arrangement for future employment or for another business relationship with said Consultant or potential consultant nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a consultant or potential consultant of the Authority,

and if the Consultant's participation in the preparation, negotiation or award of any agreement with such a consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Procurement Officer, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement as though fully set forth in this Agreement. In the event the Chief Procurement Officer shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer 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 questions of conflict of interest shall be final.

33. INTEGRITY MONITOR

In the event that the Authority hires an Integrity Monitor in connection with the Work under this Agreement, the Consultant and any subcontractors shall cooperate fully with the Monitor and the Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Agreement. Any failure to cooperate may result in the termination of this Agreement. The Consultant shall include the provisions of this clause in each subcontract entered into under this Agreement.

34. RIGHT TO AUDIT

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Consultant with respect to the Work and the Agreement, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Agreement. The Consultant shall not be entitled to any reimbursement or other compensation for costs associated with such audit, investigation, or certification. The Consultant shall include the provisions of this clause in each subcontract entered into under this Agreement.

The Consultant agrees to pay for the cost of any audit or investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Consultant or any of its employees, or subcontractors or any of its employees, are discovered. The Consultant shall further agree that should it fail or refuse to pay for any such audit or investigation, the Authority is authorized to deduct from any sum owing the Consultant an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

35. DEFINITIONS

As used in sections 26 to 34 above, the following terms shall mean:

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

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations, the Port Authority of New York and New Jersey and its wholly owned subsidiaries and others.

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

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

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

Retaliatory Action - Any adverse action taken by, or at the direction of, the Contractor, against any of its employees for reporting any information as set forth in the clause entitled "Obligation to Report," above.

36. 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 by his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

FIRM NAME

- PAGE 25 -

DATE

37. 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.

38. References herein to the Authority shall and shall be deemed to mean equally the Port Authority Trans Hudson Corporation (PATH).

39. 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.

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer

Date _____

The execution of this Agreement by the Consultant's duly authorized representative shall serve as a certification that no alterations have been made to this Agreement, and if any changes or alterations to this Agreement have been made by the Consultant without the Authority's prior written consent, such changes shall be void, non-binding and of no effect.

ACCEPTED:

FIRM NAME

By: _____

Print Name: _____

FIRM NAME

- PAGE 26 -

DATE

Title: _____

Date: _____

FIRM NAME

- PAGE 27 -

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 "40" to "41" and insert a new Paragraph "40" as follows:

40. 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 ENGINEERING SERVICES FOR THE OUTERBRIDGE CROSSING:
COMPREHENSIVE CONDITION ASSESSMENT, LONG TERM AND PRIORITY
STRUCTURAL REHABILITATION EVALUATION (STAGE I)
(RFP# 52949)**

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

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL ENGINEERING SERVICES FOR THE OUTERBRIDGE CROSSING:
COMPREHENSIVE CONDITION ASSESSMENT, LONG TERM AND PRIORITY
STRUCTURAL REHABILITATION EVALUATION (STAGE I)
(RFP# 52949)**

1. Company Legal 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 (MBE/WBE/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.