

March 25, 2013

**SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL, AND ENGINEERING SERVICES TO PREPARE A MIDTOWN BUS MASTER PLAN ON AN “AS-NEEDED” BASIS (RFP #32797)**

Dear Sir or Madam:

The Port Authority of New York and New Jersey, hereinafter referred to as the “Authority,” hereby invites your Proposal for providing expert professional planning, architectural, and engineering services on an “as-needed” basis, as more fully set forth in Attachment A, attached hereto and made a part hereof.

Also attached hereto is a copy of an Authority Standard Agreement (“Agreement”), which should be carefully reviewed by you, as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and that forms the basis for the submission of Proposals. You should therefore not make any changes in this Agreement, nor restate any of its provisions in your Proposal or supporting material. The scope of the tasks for performance of the subject services is set forth in Attachment A.

**I. PROPOSER REQUIREMENTS**

The Authority will only consider proposals from those firms able to demonstrate compliance with the following qualification requirements:

- A. Lead firm experience demonstrating successful performance and completion, within the past ten (10) years:
  - 1. for at least two (2) mixed-use, multi-modal, transportation projects in urban settings, of which each includes a bus passenger terminal and related facilities, each at an estimated construction value of greater than \$50 million, with total consultant fees greater than \$1 million for planning services, and \$4 million for design services;
  - 2. in planning and design services for at least three (3) office and/or residential high-rise projects in urban settings;
  - 3. in two (2) projects with a construction value of greater than \$50 million requiring substantial renovation;
  - 4. utilizing the results of CFD (Computational Fluid Dynamics) Analysis for project planning or design; and
  - 5. in two (2) projects that include a threat and risk assessment and blast resistance analysis associated with their planning and design.
- B. Lead Project Manager:
  - 1. with a minimum of 15 years experience in planning or design of mixed use, multi-modal transportation projects in urban settings;

2. with a minimum of 10 years in role as Lead Project Manager, and responsibility as lead project manager for at least one project with a bus passenger terminal and related facilities; and
3. that is a licensed Registered Architect or Professional Engineer in the State of New York.

C. Lead Architect:

1. with a minimum of 15 years experience in planning or design of mixed use, multi-modal transportation projects in urban settings;
2. with a minimum of 10 years in role as Lead Architect and responsibility as lead architect for the planning or design of least one project with a bus passenger terminal and related facilities; and
3. that is a licensed Registered Architect in the State of New York.

D. Lead Transportation Planner with:

1. a minimum of 15 years experience in planning of transportation networks in urban settings;
2. a minimum of 10 years in role as Lead Transportation Planner, and the planning or design of at least two projects with a bus passenger terminal and related facilities; and
3. certification from the an American Institute of Certified Planners (AICP) or certification as a Professional Transportation Planner (PTP).

E. Lead Traffic Engineer:

1. with a minimum of 15 years experience in planning or design of multimodal transportation facilities in urban settings;
2. with a minimum of 10 years in role as Lead Traffic Engineer, and the planning or design of at least two projects with a bus operation; and
3. that is a licensed Professional Engineer in the State of New York.

F. Lead Structural Engineer:

1. with a minimum of 20 years experience in structural design of facilities in urban settings;
2. with a minimum of 10 years in role as Lead Structural Engineer, and the design of at least one multimodal project with a bus operation on an elevated floor slab;
3. with experience as Lead Structural Engineer for at least four projects with a minimum construction value of \$50 million; and
4. that is a licensed Professional Engineer in the State of New York.

In the case of common law joint ventures (partnerships of 2 or more firms), at least one of the partners must meet the requirements stipulated in items A, B, and C above.

If proposing as the Consultant entity and its “team” including subconsultants, the Consultant entity itself must meet the requirements stipulated in items A, B, and C above.

A determination that a Proposer meets these requirements is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet these requirements shall not be further considered.

## **II. PROPOSAL FORMAT REQUIREMENTS**

To respond to this RFP, the Proposer shall submit a concise Proposal complying with the following requirements:

- A. To be acceptable, the Proposal shall be no more than fifty (50) pages (single-sided using 12 point or greater font size), not including resumes. Section III items A, B, C, F, I, J, and K are also not included in the page count nor are page dividers. Each resume shall be two-page maximum, single-sided or one-page double-sided, using 12 point or greater font size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Firm Name,” and **RFP Number 32797** clearly indicated on the cover.
- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, NJ 07302, **Attention: RFP Custodian**. Do not address your Proposal to any other name. You are requested to submit one (1) reproducible original and thirteen (13) copies, along with fifteen (14) compact disc copy, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc.
- D. Each submission to the Authority, including any return address label, information on the compact disc, information on the reproducible original and copies of the Proposal, shall indicate the Proposer’s **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in agreement award and agreement payments, which shall be the responsibility of the Proposer.
- E. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no later than 2:00 p.m. on April 15, 2013**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification shall be turned away and their packages not accepted.

## **III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information/documentation:

### Non-Disclosure Agreement (NDA)

Documents listed in Attachment A, Section VII, subsection A, are considered “Proprietary Information” and shall only be made available to respondents to this RFP that have completed and submitted a copy of the Authority’s *Non-Disclosure Agreement*, Exhibit I, and are available for review at the Authority’s Procurement Department offices at 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, NJ (copy of reading room instructions, Exhibit II, attached for

your information). Appointments to see such documents may be made upon email request to Ms. Tiernan, at [ttiernan@panynj.gov](mailto:ttiernan@panynj.gov), no later than five business days prior to the due date of this RFP.

The e-mail subject line should state the RFP number. The body of the e-mail should include your firm's full name, address, contact name, and contact phone number. As stipulated in the NDA, by its review of the listed documents, the Proposer agrees that it will not use such information for any purpose other than in response to this RFP, and that it will not disseminate such information to any third party.

A scanned copy of the original, signed NDA must be included in the e-mail request to review the documents. The original must be submitted, in person, or by mail to The Port Authority of New York and New Jersey, Procurement Department, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302, Attention: Tracy Tiernan, CPPB, Principal Contract Specialist, before review of the subject documents.

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion), signed by an officer of your company.
- B. Complete a copy of Attachment C (Company Profile).
- C. Transmittal Letter

Each Proposer shall submit a transmittal letter on its letterhead, signed by an authorized representative, demonstrating compliance with each of the "Proposer Requirements" listed above. **If your firm's compliance with the "Proposer Requirements" is not included in this transmittal letter, even if your firm's compliance is listed elsewhere in the proposal, your proposal shall not be further considered.** Your transmittal letter shall also include the following:

A statement indicating whether the Consultant is proposing as a single entity or joint venture. If a joint venture, submit all information required for a single entity for each participant in the joint venture. If the Proposer is a joint venture and seeks to propose as such, the joint venture Proposer must meet the prerequisites. All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If a joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to perform the Work outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.

Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Contract. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance

D. Qualifications and Experience of Staff:

Prepare an organization chart for this project that identifies the key individuals, their firm and office address, function, task responsibility and reporting relationships.

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

1. List the name(s), title(s) and resumes of personnel who will be assigned to perform any services requested. Identify subconsultants, if any, and indicate their experience and qualifications. Job titles shall include but are not limited to the following:
  - a) Lead Project Manager
  - b) Lead Architect
  - c) Lead Transportation Planner
  - d) Lead Traffic Engineer
  - e) Lead Structural Engineer

For all titles listed, provide a profile to demonstrate that the individual has the needed experience to complete the services outlined in the Attachment A. Identify the main projects the individual has managed in the past year. If the individual is currently managing other work, clearly state how he or she intends to also work on this project. (Include percentage of time to be dedicated to this project as well as others.)

2. Other Key Personnel Experience:

Detail the experience of key individuals to be responsible for the successful completion of the proposed project. Titles of individuals shall include but are not limited to the following:

- a) Security/Multi-Hazard Engineer with a minimum of 10 years experience in both blast engineering design (including redundant support systems and blast resistant hardening), security assessments of at least two projects of similar scope and complexity including security design and structural hardening, and demonstrated ability and in-depth knowledge of blast analysis, hydrocarbon fire analysis and progress collapse analysis for dynamic member loss as well as their mitigation designs,
- b) Construction Manager with experience providing pre-construction services including logistics, cost estimating and scheduling, and construction management services for large mixed-use projects including large transportation facilities and high-rise office/residential buildings in New York City and its immediate environs.
- c) Accessibility Specialist with experience analyzing accessibility requirements for large, high-profile publicly accessible projects and shall have demonstrated expertise in developing, interpreting, and applying local, state, and federal accessibility requirements, including the Americans with Disabilities Act and

other transportation-specific laws and regulations. Experience with transportation facilities and developing accessibility requirements for major renovations preferred.

E. Specific relevant experience of your firm/team:

This shall include, but not be limited to, a list of entities for which similar services have been provided. Including the Lead Firm experience shown in Section 1.A.2., above, demonstrate successful completion of planning and design services for at least three office high-rise projects in urban settings and for at least three residential high-rise projects in urban settings. Provide a description of the assignments, firm names, start and end dates, total cost of the assignment, and a contact (name, telephone number and email address) as required for the Authority to confirm said information.

F. Complete a copy of [Attachment D](#), (Staff and Cost Analysis), including job titles for technical personnel and partners or principals assigned to perform the required services. Include any direct expenses.

The "multiplier" referred to in the first line of subparagraph 8.A of the accompanying Agreement including a breakdown of said multiplier, indicating all of its components (e.g.: vacation, holiday, sick pay, worker's compensation, office rent, insurance, profit) for all work performed at the Consultant's office.

If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multipliers, and/or billing rates as appropriate), their MBE/WBE status and the technical qualifications of their key personnel to be assigned to the subject project.

G. A detailed description of the proposed technical approach to be taken for the performance of the required services set forth in Attachment A. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A, (**including a schedule for performance of the tasks stipulated therein**), as well as any specific software or other technology you may employ in the performance of said services.

H. A detailed description of the proposed management approach to be taken for the performance of the required services. Factors addressed in your management approach shall include, but are not limited to the following: your proposed organizational structure to be responsive to the Authority's needs; your proposed approach and schedule for keeping the Authority apprised of the project status; and your proposed approach to ensuring the quality of the work product to be produced.

Your attention is directed to Paragraph 20 of the Agreement in which the Authority has stated the goals for Minority/Women-owned Business Enterprise (M/WBE) participation in this project. 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>.

I. A complete list of your firm's affiliates.

J. If the Proposer or any employee, agent or proposed subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its Proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed

from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.

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

#### **IV. SELECTION PROCESS:**

The review, rating and ranking of Proposals shall first be based upon the technical qualifications as indicated below. The qualifications-based selection shall take into consideration the technical qualifications presented, and subsequently cost, as appropriate. 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.

The technical evaluation shall include consideration of the following factors, listed in order of importance:

- A. qualifications and experience of the firm;
- B. qualifications and experience of the staff, including subconsultants, performing services hereunder;
- C. technical approach for the performance of the contemplated services; and
- D. management approach for the performance of the contemplated services.

#### **V. ORAL PRESENTATIONS:**

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 60-minutes, and include the material contained in your Proposal. The presentation would be followed by an approximate 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Lead Project Manager, who may be supported by no more than five (5) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

#### **VI. ADDITIONAL INFORMATION:**

If your firm is selected for performance of the subject services, the agreement you will be asked to sign, at that time, 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.

Following selection of a Consultant, the Authority will forward two copies of the Agreement to the selected firm, which must sign and return both copies. The return to you of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please contact Tracy Tiernan, CPPB, Solicitation Manager, by email at [ttiernan@panynj.gov](mailto:ttiernan@panynj.gov). All such emails must have "RFP 32797" in the subject line. The Authority must receive all questions no later than 4:00 P.M., five business days prior to the due date of this RFP. Neither Ms. Tiernan 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.

Proposal preparation costs are not reimbursable by the Authority, and 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 Proposal(s) or modified Proposal(s), if any, which in its judgment will, under all the circumstances, best serve the public interest.

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at [http://www.panynj.gov/DoingBusinessWith/contractors/html/other\\_info.html](http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html). Additionally, Proposers are encouraged to periodically access the Authority website at [http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php#prof\\_ad](http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php#prof_ad) for RFP updates and addenda.

Sincerely,

Tim Volonakis, Assistant Director  
Procurement Department

Attachments

## ATTACHMENT A

### PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES TO PREPARE A MIDTOWN BUS MASTER PLAN ON AN “AS-NEEDED” BASIS

#### I. BACKGROUND

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

The Authority’s facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network.

The Port Authority Bus Terminal (PABT) is currently operating near or at its maximum capacity. Preliminary projections indicate that by 2040, passenger traffic and bus traffic will substantially increase thereby affecting the operation and level of customer service at the PABT. In an effort to identify developmental requirements for the PABT, the Authority has performed several studies. Such studies include:

- A. West Midtown Bus Parking and Storage Study Final Report dated March 2008 and Technical Memorandum Constructability Analysis: Galvin and Dyer Plaza Bus Storage Facilities, which evaluated the need for one or more dedicated facilities to provide parking and staging areas for a large number of commuter and intercity buses serving the PABT in Manhattan.
- B. West Midtown Properties: Development Analysis dated October 2010, which identifies West Midtown zoning regulations, development opportunities and current Authority properties located in the West Midtown area.
- C. PABT South Wing Comprehensive Physical Assessment dated April 2012, which identifies building components subject to life-cycle replacement including bus level

structural slab replacement, the impact of future growth in the PABT and, as well as capital costs over the next twenty-five years and beyond for construction.

- D. The PABT Modernization & Capacity Enhancement Program (MCEP) Pre-Stage I Report, dated December 2012, examined the options for the next phase of terminal improvements that are needed to increase the PABT's capacity to meet current and projected bus and passenger demands within the terminal footprint as well as off-site expansion alternatives.
- E. The 2040 Demand Forecast, prepared by the Authority, will identify the transportation demand and facilitate this master planning effort up to the year 2040.

As part of the Authority's plan to meet the growing transportation demands of the region, the Authority seeks to develop a Master Plan to address the current and future bus demand on the PABT through 2040, as required to facilitate decision-making in the context of the PABT's development, and the Authority's capital program.

## **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of preparing a Master Plan as required to meet future bus transportation demand in West Midtown (the Midtown district west of Times Square to the Hudson River, and from approximately West 28th Street to West 43rd Streets), see Exhibit A, attached hereto. The Master Plan shall include, but is not limited to, information gathering, alternatives/concept development and analysis, program documentation and preparation of transportation/traffic engineering studies and simulation(s) as required to support findings and/or recommendations.

The Authority has identified alternatives and concepts for the Master Plan tasks, as described herein, to be developed and evaluated by the Consultant in performance of the services. The Consultant's services are not limited to said alternatives and concepts, as otherwise provided herein. Furthermore, the Consultant shall identify criteria as appropriate for the evaluation of said alternatives and concepts, and shall, in development of the Master Plan, recommend those alternatives and concepts, deemed most feasible.

## **III. DESCRIPTION OF CONSULTANT'S TASKS**

The services of the Consultant shall consist of, but not be limited to, performance of the following tasks. While the Authority, reserves the right to modify, delete and/or add tasks, it is anticipated that tasks listed as "optional" are less likely to be required. They are presented to provide the Consultant with a more complete list of services that may be required hereunder. Performance of any tasks hereunder, shall be as mutually agreed upon prior to performance.

The Consultant shall be responsible for coordinating all services hereunder with other on-going PABT contracts, as appropriate, and as required by the Authority.

### **A. MEETINGS AND PRESENTATIONS**

The Consultant shall attend meetings with Authority staff and others as required. For the purposes of this task, estimate meeting durations of four (4) hours per meeting/per person including travel time. The Consultant shall be responsible for preparation of agendas, sign-in sheets, meeting minutes, and presentations. Submit draft-meeting minutes within three (3) days of the meeting and submit final meeting minutes within three (3) days of

receipt of Authority comments on the draft minutes. Meetings shall take place in Authority offices in Manhattan, Jersey City, Newark, or at Consultant office(s), as appropriate and as determined by the Authority.

For meetings that require PowerPoint Presentation submit to the Authority one (1) digital file of the Power-Point version five (5) days prior to the meeting for review, comment, and incorporation of Authority comments, if any.

1. Meetings with Authority shall include:

- a) Project Kick-Off with key project staff. Kick-Off meeting shall include data coordination requirements and data source availability/issues
- b) Weekly project progress/update, including participation from related Consultant disciplines, as appropriate
- c) Bi-weekly design for interdisciplinary coordination
- d) Model Development Strategy Session and Review of Existing Models
- e) Planning Management (estimate twelve (12) meetings)
- f) High-Level Midtown Bus Market Analysis Power Point presentation
- g) Commuter Bus Network Preliminary Analysis Power Point presentation
- h) Intercity Bus Network Preliminary Analysis Power Point presentation
- i) South Wing Minimum Build Alternative Power Point presentation
- j) North Wing Rehabilitation with Tower Overbuild Power Point presentation
- k) North Wing Demolition/Terminal Reconstruction with Tower Overbuild Power Point presentation
- l) South Wing Overbuild (Optional Task) Power Point presentation
- m) Terminal Enhancement Alternatives Power Point presentation
- n) South Wing Reconstruction Power Point presentation
- o) Terminal Expansion (Optional Task) Power Point presentation
- p) Temporary Bus Operations Power Point presentation
- q) West Side Bus Facility (WSBF) Power Point presentation
- r) Coordination meetings with the Authority to provide information in the development of the Strategic Funding task consulting services (estimate four (4) meetings)
- s) Prepare a 75% on-board project progress review for alternatives and concepts
- t) Draft Final Master Plan Power Point presentation
- u) Final Master Plan Power Point presentation incorporating Authority comments meeting.

2. Authority and Bus Carriers

Attend information gathering and coordination meetings with the Authority and bus carriers. Estimate sixteen (16) meetings.

3. Authority and City of New York officials/staff

Attend high-level policy and coordination meetings to address temporary bus operations with the Authority and New York City officials as necessary. Estimate six (6) meetings.

**B. PROJECT SCHEDULE**

Submit a draft detailed project schedule (not to exceed eighteen (18) months) ten (10) days after notice to proceed. The schedule and bar chart critical path shall include but not be limited to project milestones and interdependencies; tasks and sub-tasks; allowance for review of all submittals by the Authority, and incorporation of Authority comments. Incorporate Authority comments as required and resubmit the schedule within three (3) days of receipt of Authority's comments. The schedule shall be updated on a monthly basis or as directed by the Authority. Updates shall coincide with Monthly Progress Reports.

**C. MONTHLY PROGRESS REPORTING**

Prepare and submit a monthly report to the Authority including but not limited to, task status, deliverables, issues and concerns, accomplishments, actions required, hours of work expended for each task, total hours worked, percentage complete per task and a cumulative estimate of expenditures through the end of the reporting month including accruals. The monthly reports shall be submitted on the 15<sup>th</sup> of each month.

Submit a template of the Monthly Progress Report (MPR) for the Authority's approval, incorporate comments and re-submit to the Authority. The MPR template shall be submitted for Authority approval ten (10) days after notice to proceed.

**D. INFORMATION GATHERING**

1. Data

- a. Review all documents as provided herein, and as located at the Authority's files at 3 Gateway Center, Newark, New Jersey, as appropriate.
- b. Submit a complete list of all documents used in performance of the required data gathering, including those not specified in Section VII: Material and Information, below. The list shall identify the document, document date, and source of the document. For required data gathered that did not originate from the Authority provide one copy of the document, or document file, in the appropriate format.

The Consultant shall estimate 400 hours of staff time to perform this subtask.

2. Field Verification

Conduct a field inspection of the PABT as required to verify conditions, including taking measurements, as appropriate. The Consultant shall provide any necessary means for access to the existing site structures including ladders, as required, to inspect visually the existing structures/construction and to maintain building and vehicle traffic operation. Staging of the field visits and survey work shall be required.

- a. Prior to performing field visits, provide a field verification plan indicating proposed schedule of visits and inspection areas. Once approved by the Authority, field verification shall proceed.

- b. Submit copies of completed field findings on field reporting forms (which will be provided by the Consultant and approved by the Authority) and meet with Authority staff to discuss those findings.
- c. Compare existing field conditions with reviewed documents. Identify significant disparities between documents and field conditions, if any, record field measurements, and supplement available and gathered information as required.
- d. Photograph existing conditions and identify areas of concern, if any. Document locations, dates, and times of all photographs taken.
- e. Submit electronic copies of all information gathered.

3. Parcel Descriptions/Zoning

- a. Gather parcel descriptions for sites indicated below, including but not limited to, metes and bounds, special attributes.
  - 1) Block 711 Lot 1, aka LT-1 or Galvin Plaza LT-1
  - 2) Block 736, Lots 1, 73 and 22, aka LT-10 or Dyer Plaza
  - 3) Block 1050 Lot 13, aka LT-12
  - 4) Block 737, Lots 1, 17 and 22, aka LT-11
  - 5) Unused development rights from the PABT site
- b. Determine the development rights of the parcels based on as-of-right zoning ordinances as well as on deviations from the as-of-right ordinances.

4. North Wing Overbuild

Review data from the two (2) prior overbuild projects (see Section VII, below). Based upon the project data contained therein, prepare a matrix comparing, and graphing, the two projects, as required to identify, but not be limited to, zoning, tower size, location, height and floor area, encroachment into terminal areas, square footages of transportation and non-transportation spaces, etc. Estimate 960 hours of staff time to perform this subtask.

5. Urban Planning

Gather baseline information identifying regional and West Midtown transportation, community facility, and public safety information required to analyze and evaluate the public environment.

E. STREET AND CURBSIDE EXISTING SURVEY

Collect vehicular and pedestrian data along the perimeter of the PABT, at signalized intersections, and on local streets in the West Midtown area. Identify traffic and pedestrian volumes identified by other area future developments and establish background growth. Estimate 400 hours of staff time to perform these subtasks.

F. MODIFICATION OF EXISTING DRAWINGS

Incorporate information obtained from the forgoing tasks into existing PABT functional 2-D AutoCAD drawings (plans, elevations, sections) dated December 2012 (or latest

version) and 3-D Revit model and associated files dated December 2012, to create an updated PABT and West Midtown base drawing set for the master planning effort.

#### G. BUS CARRIER DATA COLLECTION

##### 1. Commuter

Prepare a questionnaire template to solicit major private commuter bus carriers (up to eight (8) as designated by the Authority) to determine current bus operations and to solicit feedback to determine what services or routes could be considered for curbside operation or facilities outside of the PABT in the interim (1 to 5 years), and permanently. Submit the draft questionnaire to the Authority, incorporate Authority comments, as required, and resubmit as final. Upon approval from the Authority, the Consultant shall set up interviews with the individual carriers, conduct interviews, and compile and summarize completed questionnaires.

##### 2. Intercity

Prepare a questionnaire template to solicit intercity bus carriers (up to eight (8) as designated by the Authority), concerning organization, location, minimum program requirements for their passenger terminal facilities, and any required supplemental data. Submit the draft questionnaire to the Authority, incorporate Authority comments, as required, and resubmit as final. Upon approval from the Authority, the Consultant shall set up interviews with the individual carriers, conduct interviews, and compile and summarize completed questionnaires.

##### 3. Bus Carrier Questionnaire Report

Create a bus carrier questionnaire report incorporating the results of the commuter and intercity interviews and data collection.

#### H. BUS FACILITY COMPARISON

For the following existing bus/intermodal transportation facilities, identify facility service type, approximate size, general site description, function, and spatial data including but not limited to, square footage dedicated to ticketing, employee facilities, tenant office space, baggage handling, and various other uses, number of passenger gates, and provisions for bus parking, and layovers. Review, compare, and summarize in tabular form. Summarize operating costs, revenues by source, and operating cost recovery ratios for each of these facilities. The bus/intermodal transportation facilities include the New York's PABT; Boston's South Station Bus Terminal; Washington D.C.'s Union Station Bus Deck; Madrid's Estación Sur de Autobuses; Montreal's Gare d'autocars de Montréal; and Tel Aviv's New Central Bus Station.

The Consultant shall obtain requested information through a web search and direct contacts. Before conducting contact with facilities, meet with Authority staff to discuss. Estimate 80 hours of staff time to perform this task.

#### I. PLANNING CRITERIA SUMMARY

1. Prepare a summary of all criteria used. Incorporate Authority's comments, as required, and resubmit within five (5) days of receipt of Authority's comments. Update design criteria, as required, for each task through each phase of development.

Criteria shall included but not be limited to applicable codes, standards and ordinances, and the following, as appropriate:

a. New York requirements:

- 1) NYC Zoning Ordinance (latest edition)
- 2) New York City Construction Codes (including the New York City Building Code (NYCBC)) and their Referenced Standards– July 2008 edition (or latest edition)
- 3) Directives and Memoranda of the NYC Department of Buildings
- 4) NYC Fire Code, 2008
- 5) NYC Local Laws
- 6) NYC Department of Health
- 7) NYC Department of Transportation (NYCDOT) requirements
- 8) NYC Department of Environmental Protection (NYCDEP) regulations and guidelines
- 9) New York State Labor Laws
- 10) New York State Department of Environmental Conservation (NYS DEC) regulations
- 11) New York State Department of Transportation (NYSDOT) Load and Resistance Factor Design (LRFD) Bridge Design Specifications
- 12) New York State Department of Transportation (NYSDOT) Standards Specifications for Highway Bridges
- 13) New York State Department of Transportation (NYSDOT) Bridge Manual
- 14) New York State Department of Transportation (NYSDOT) Standard Specifications for Construction and Materials
- 15) New York State Department of Transportation (NYSDOT) Steel Construction Manual
- 16) Sanitary and combined sewers shall be in accordance with the latest standards and requirements of NYCDEP.
- 17) 2012 NYC CEQR Technical, NYC Mayor's Office of Environmental Coordination
- 18) Water mains, lateral lines, fire hydrants and associated appurtenances shall be in accordance with latest standards and requirements of NYCDEP- Bureau of Water.
- 19) NYC Electrical Code (NYCEC)
- 20) New York City Energy Conservation Code (NYCECC)
- 21) New York State Energy Conservation Code (NYSECC)

- b. Port Authority of New York and New Jersey Requirements:
  - 1) Sustainable Design Project Manual The Port Authority of NY & NJ Engineering Department, August 2007 (see Section V.B)
  - 2) The Port Authority of NY & NJ Tenant Construction and Alteration Process Manual, January 2012
  - 3) The Port Authority Signage and Way finding Graphic Standards, Edition 5, 2008, Aviation Dept
  - 4) Authority Codes, Standard Details, Specifications, and Authority Engineering Department Engineering/Architecture Division Civil Engineering Design Guidelines (CEDG)
  - 5) PANYNJ PABT Egress & Occupancy Analysis, August 2010
  - 6) New and proposed private utilities shall be in accordance with Authority standards and requirements or those of applicable Utility Company's/Owner's standards and requirements. Private Utility Companies affected include, but are not limited to, Consolidated Edison, Verizon, and Keyspan.
- c. AASHTO Requirements:
  - 1) AASHTO "A Policy on Geometric Design of Highways and Streets, Sixth Edition" Published in 2011
  - 2) AASHTO "Roadside Design Guide, Fourth Edition" Published in 2011
  - 3) American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications
  - 4) American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Construction Specifications
  - 5) American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges
  - 6) American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges
  - 7) American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
- d. Federal Highway Administration (FHWA) Requirements:
  - 1) Federal Highway Administration (FHWA) Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals
  - 2) Federal Highway Administration (FHWA) Seismic Retrofitting Manual for Highway Structures: Part 1 – Bridges (FHWA-HRT-06-032).

- 3) Federal Highway Administration (FHWA) Seismic Retrofitting Manual for Highway Structures: Part 2 – Retaining Structures, Slopes, Tunnels, Culverts, and Roadways (FHWA-HRT-05-067)
- e. Other Requirements:
- 1) Rules of Practice and Procedures of the Board of Standards and Appeals (BS&A)
  - 2) Americans with Disabilities Act Accessibility Guidelines (ADAAG)
  - 3) American National Standards Institute (ANSI)
  - 4) National Ambient Air Quality Standards (NAAQS)
  - 5) American Society for Testing and Materials (ASTM)
  - 6) Occupational Health and Safety Act (OSHA)
  - 7) LEED for New Construction v2.1 Reference Guide Third Edition
  - 8) FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition
  - 9) Highway Capacity Manual (HCM) 2010, Transportation Research Board (TRB)
  - 10) Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition
  - 11) Station Planning and Design Guidelines, MTA New York City Transit, Jan 2001
  - 12) Pedestrian Planning and Design, John Fruin, Ph.D., 1971
  - 13) Transit Capacity and Quality of Service Manual, Second Edition, Transportation Research Board (TRB), 2003
  - 14) 28 CFR Part 36: ADA Standards for Accessible Design, Chapter 10 Transportation Facilities, rev. Jan 1994
  - 15) American Society of Civil Engineers (ASCE) Blast Protection of Buildings (ASCE/SEI 59-11)
  - 16) Best Practices for Reducing the Potential for Progressive Collapse in Buildings (NISTIR 7396)
  - 17) Best Practice Guidelines for Structural Fire Resistance Design of Concrete and Steel Buildings (NIST Technical Note 1681)
  - 18) American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
  - 19) National Fire Protection Association (NFPA) Reference Standards
  - 20) Environmental Protection Agency (EPA) regulations
  - 21) International Building Code (IBC)
  - 22) ASHRAE 2011 Application Chapter 15 – Enclosed Vehicular Facilities

23) NFPA 502 “Standard For Road Tunnels, Bridges, and Other Limited Access Highways”, 2011

24) NFPA 88a “Standard for Parking Structures”, 2011

25) APTA – American Public Transportation Association

2. Prepare a summary of all urban design criteria used. Incorporate Authority’s comments, as required, and resubmit within five (5) days of receipt of Authority’s comments. Criteria shall include but not be limited to applicable codes, standards and ordinances.

#### J. FACILITY PROGRAM DEVELOPMENT

The Consultant shall prepare a space-needs program document to include but not limited to required spaces, size/area of spaces including space allowance for equipment, and relationship of the spaces for the following:

##### 1. Commuter and Intercity Facilities

Based upon applicable codes, standards, ordinances, and functional and operational information obtained from bus carriers develop a commuter and intercity programming document. In addition, include Authority-provided current and projected bus operations and passengers by route and hour based on demand forecasts. Programs shall represent the Consultant’s recommendation of the minimum provisions needed for the carriers to carry out their operations effectively.

##### 2. PABT North and South Wing

Prepare a program document for a renovated or reconstructed terminal, North and South Wings, which shall include, but not be limited to: required spaces, areas, adjacency diagrams, specific equipment (sq. footages), design criteria, and bus types, etc. For reconstruction alternatives, assume a complete terminal demolition with the vacating of transportation operations and tenant spaces.

Prepare minimum program for temporary bus operations with site sketch(es), narrative description including minimum utility and site improvement requirements, and an order-of-magnitude cost estimate for each off-site scenario.

Temporary bus alternatives to be considered shall include: 1) locations including curbside sites and sites that the Authority already owns, such the Galvin Plaza staging area and the 30th Street and 9th Avenue ramp parcels identified in PABT Programming, Improvement and Expansion Study; and 2) parcels that the Authority can control at reasonable costs for an extended length of time.

##### 3. Tower Overbuild

Prepare a program document for a tower overbuild based upon the overbuild parameters previously developed. The program shall include, but not limited to, core area including vertical transportation and means of egress, useable space, circulation, Mechanical, Electrical/Electronics, Plumbing (MEP) spaces and related shafts, adjacencies for subway connections, black car service, etc.

#### 4. West Side Bus Facility (WSBF)

Based upon the bus parking/staging criteria and utilizing preliminary analyses developed for the commuter and intercity bus networks, address the capacity shortfall to meet the demand to develop the WSBF program. The program document shall include but not be limited to:

- a. Bus positions for parking and staging
- b. Bus gates for temporary or permanent terminal operations
- c. Amenities for facility users
- d. MEP/Fire Protection (FP) requirements
- e. Tunnel ventilation requirements
- f. Functional adjacencies and functional interface between spaces, ramps, street, Lincoln Tunnel in graphic form
- g. Automobile parking only if displaced from the PABT
- h. Real estate development over the bus parking/staging facility or other site assemblages
- i. Access to interior/exterior and existing ramps to/from the PABT, the Lincoln Tunnel, and the street grid
- j. Accessory commercial/community facility uses either complementing the proposed program or required by zoning
- k. Useable and gross area calculations per space classification and/or category
- l. Documentation including diagrams

#### K. PRELIMINARY ANALYSES/STRATEGIES FOR ALTERNATIVES DEVELOPMENT

Prepare preliminary analyses/strategies for alternatives development, to include but not be limited to:

##### 1. General

- a. Review the Authority's Sustainable Design Guidelines; prepare a preliminary checklist with recommended and/or required suggestions on criteria incorporated into each alternative.
- b. Based upon the summary of planning criteria, develop evaluation criteria to screen alternatives.
- c. Identify zoning requirements for parcels. For proposed sites where a bus facility is not permitted as an as-of-right use or does not otherwise conform to current zoning requirements, develop a land use strategy for discussion with NYC Department of City Planning.
- d. Based upon the bus carrier questionnaire report identify:
  - 1) Major bus/passenger flows and approximate location(s) for passenger facilities for each major flow to optimize passenger-based trips using available origin and destination data, analysis of existing bus routes, approximated

volumes processed through each bus route during peak periods, and available growth forecasts.

- 2) Bus operations by specifying the approximated volumes processed through each network component during peak periods. Recommend redundancies and reserve capacities necessary to recover from anticipated disruptions in the network.
  - e. Origin-destination tables and volume flow maps shall be developed for peak hours. For alternatives where the existing parking area is affected, origin-destination tables shall also include reassignment of trips to/from public parking areas.
  - f. Prepare a feasibility assessment for new, temporary, or permanent terminal facility/facilities based upon transportation data compiled and available parcels. Give priority to sites located in close proximity to the Lincoln Tunnel and existing access ramps to the PABT.
  - g. Prepare a list of services and an estimated approximate number of operations per hour considered for interim and permanent curbside operation or diversion to other facilities based on carrier interviews and review of Origin and Destination information, such as the 2012 Interstate Bus Survey attached hereto. The list of potential route diversions shall consider all carriers utilizing the PABT. Identify whether the diversion is feasible only on a temporary basis or could become a permanent one, and address appropriate balancing of impacts amongst various users.
  - h. Create a ranked list of the interim and permanent operations or diversions incremented as percentages of overall terminal capacity (up to 100% of PM peak hour) and specify the methodology or rationale behind this recommended ranking.
  - i. Prepare a PowerPoint presentation summarizing each of the Preliminary Analysis/Strategies (High-Level Midtown Bus Market Analysis, Bus Network Analysis, and West Side Bus Facility (WSBF) Preliminary Analysis).
  - j. Prepare an Interim Report for each of the Preliminary Analyses/Strategies (High-Level Midtown Bus Market Analysis, Bus Network Analysis, and West Side Bus Facility (WSBF) Preliminary Analysis) at the 50% and 100% milestones for Authority review. For each milestone, incorporate Authority comments as required and resubmit milestone report as final.
2. High-Level Midtown Bus Market Analysis
    - a. Perform a high-level assessment of bus facility and operational scenarios to accommodate segments of the current and future Midtown bus market based on a broad review of the Manhattan-based bus market and the commuter and intercity bus operations documents. Identify services currently accommodated in the PABT that can be relocated to other facilities or considered for curbside pick-up and drop-off, and current curbside services that can operate in either existing or new facilities. Identify facility service types, approximate scale, site criteria to support a qualitative/quantitative comparison, and screening of various facility alternatives.

- b. Identify facility and curbside requirements for the assessment. Develop a fatal-flaw assessment identifying major site constraints and document any condition that would make impracticable future bus service development.
  - c. Develop a preliminary strategy for each of the following (three) operational scenarios. Identify a strategy range for implementation.
    - 1) All bus travel demand in the specified markets accommodated in Port Authority-operated terminal facilities in West Midtown.
    - 2) The existing PABT shall be modernized and terminal facilities expanded for commuter services only, with intercity operations located elsewhere
    - 3) All bus travel demand in all markets shall be accommodated by a combination of terminal facilities and on-street operations
  - d. Utilizing the evaluation criteria, prepare a description of pros and cons of each preliminary strategy in a comparable format and level of detail, overall qualitative and quantitative assessment, and reasons for eliminating impracticable alternatives.
    - 1) Description of proposed facilities and curbside operations
    - 2) Services accommodated at existing facility locations, and the approximate locations for services not accommodated in an existing facility
    - 3) Description of the services accommodated at each location, and approximate daily and hourly peak volume at each location
    - 4) Approximate size of facility or footage of curbside required
3. Bus Network Analysis

For the purposes of this analysis, the bus network for both commuter and intercity buses includes the PABT, Lincoln Tunnel, bus ramp system, and local streets in West Midtown.

a. Commuter

- 1) Based on the ranked list of potential interim and permanent diversions of overall terminal capacity, develop interim and long-term modifications to commuter bus routes and service for passenger drop-off and/or pick-up. Options to be considered include but are not limited to re-routing of bus service (routes to be determined) to curbside locations and alternate locations.
- 2) Identify locations for new curbside commuter operations and quantify the bus movements relocated from the PABT for each new location.
- 3) In a graphic format identify possible routes for proposed new commuter bus movements, show general flow of traffic to and from the Lincoln Tunnel, and to and from the proposed drop-off and pick-up locations.

b. Intercity

- 1) Identify off-site opportunities to meet anticipated demand for the intercity bus service currently located in the PABT and operating at several Midtown curbside locations. The proposed off-site opportunities shall accommodate

space for passenger pick-up and drop-off, parking, vehicle circulation, and may include bus staging, passenger restrooms, employee and operator facilities, and support retail spaces. Although the focus is on intercity operations, consider off-site locations identified that coincide with potential commuter routes.

- 2) Develop preliminary strategies based on bus carriers and services currently operating at the PABT and Midtown curbside locations. Strategies for accommodating this demand may include one or more new intercity terminal buildings, open-air platforms, curbside accommodations, incorporation into an existing bus terminal or intermodal facility, or any combination thereof. For each alternative, provide the facility type(s), intercity carriers and services to be located at each facility, bus/passenger capacity necessary for each facility, range of locations for each facility from a transportation planning perspective, and screening of locations based on site and non-transportation related planning criteria. Utilizing evaluation criteria, select four (4) preliminary strategies from which the Authority will select two (2) alternatives for development.
  - 3) Prepare a feasibility assessment for an intercity bus terminal facility with ten or more passenger loading positions that is included in one of the preliminary strategies selected.
    - a) Specific factors in this evaluation shall include a program “fit” on specified sites. Additional factors shall include but not be limited to: urban planning and zoning considerations; site constraints if significant; vehicular and pedestrian access patterns and constraints, if any; bus travel distances on city streets; options for peak bus and passenger demand operational flexibility and perimeter frontage; cost and timeframes (construction and operational); availability of surplus space for alternative uses such as commercial tour bus parking.
    - b) Develop site criteria for smaller intercity bus terminals with fewer than ten passenger-loading positions included in the preliminary alternatives. Identify illustrative sample sites that meet these criteria. For the purposes of this study, it is not necessary for a proposed bus terminal facility with fewer than ten gates to have an identified site or bus carriers to be considered as part of an alternative. Provide up to three (3) example sites.
  - 4) Develop curbside intercity bus analyses/strategies including curbside location criteria that can serve as a basis for discussion with the City of New York.
- c. Site criteria
- Site criteria shall include but not be limited to:
- 1) Options for distinguishing among service types by relative impacts (e.g. relative dwell times for intercity, commuter, jitney buses; passenger queuing characteristics; baggage handling impacts, number of departures/day; journey length).

- 2) Planning criteria and principles (e.g. adjacent zoning and land uses; physical characteristics of street and sidewalk; competing functions of the street; and geographic considerations; NYCDOT intercity carrier permitting criteria, if available).
  - 3) Bus routing strategies
  - 4) Performance standards required to obtain and retain permit (e.g. bus layover procedures; idling; availability of rest facilities, etc.).
  - 5) Options for “enhanced” on-street amenities (e.g. site criteria; design and sidewalk infrastructure requirements, such as shelters, information and seating; franchise arrangements).
4. West Side Bus Facility (WSBF) Preliminary Analysis
- a. Develop bus storage-capacity targets for bus staging/parking facilities with data from commuter and/or intercity bus carriers.
  - b. Develop minimum and large demand estimates for the bus parking/staging facility for existing PABT tenants and West Midtown curbside intercity carriers. For a WSBF able to accommodate the highest of these demand estimates, estimate how bus logistics would change with the addition of this facility. Estimate bus storage demand and capacity for opportunities for off-peak users such as charter and tour buses.
  - c. Determine the development rights of various property assemblages based on as-of-right zoning as well as deviations from the as-of-right.
  - d. Determine viable transfers of development rights to, or mergers with, adjacent parcels and preliminary transfer mechanisms.
  - e. Based upon program requirements and capacity differentials, develop preliminary alternatives for a WSBF. Recommend sites and configurations for the real estate development and site assemblages near and with direct access to the existing PABT ramp complex for the development of a bus staging/parking facility program. The following Authority-owned site parcels shall be considered in the site assessment:
    - 1) Block 711 Lot 1, aka LT-1 or Galvin Plaza LT-1
    - 2) Block 736, Lots 1, 73 and 22, aka LT-10 or Dyer Plaza
    - 3) Block 1050 Lot 13, aka LT-12
    - 4) Block 737, Lots 1, 17 and 22, aka LT-11
    - 5) Unused development rights from the PABT site
  - f. For the selection of site assemblages, utilize evaluation criteria and program requirements.
  - g. Prepare a written description of the alternative’s feasibility (fatal-flaw) analysis of the site(s) configurations with a primary focus on transportation needs and bus-facility program requirements indentifying the pros and cons with estimate and recommendations.

## L. ALTERNATIVES DEVELOPMENT

The Consultant shall include the following in preparation of alternatives:

### 1. General Requirements/Assumptions

- a. For all alternatives, evaluate codes, laws, guidelines as well as the “2010 PABT Occupancy & Egress Analysis” currently applicable to the PABT. Integrate accessibility criteria into the alternatives.
- b. Determine the development rights of property assemblages based on as-of-right zoning as well as deviations from as-of-right regulations. The Authority will provide the land use parameters for proposed North and/or South Wing tower overbuild structure(s), on-site terminal expansion alternative(s), and off-site development(s) on Authority and non-Authority owned sites.
- c. Prepare land use and zoning analysis for each alternative as required. The analysis shall include but not be limited to, use group classifications, zoning district, sub district and special district, floor area ratios (FAR), heights and setbacks, public access requirements, parking regulations, encroachments into public right-of-way, revocable consents, and deviations from the zoning regulations. The analysis for each alternative shall be incorporated in the interim reports and shall include but not be limited to: graphic material showing maximum achievable floor areas, use, height, axonometric bulk and massing, sections, site plans, and zoning maps.
- d. Develop planning alternatives that minimize infrastructure investment and maximize potential revenues from Authority assets.
- e. Develop accessibility requirements based upon “triggers” in the accessibility analysis and requirements identified in the planning criteria. Evaluate accessibility for alternatives to validate feasibility/constructability and develop a construction cost estimate, including such items as elevators, etc.
- f. Renovation/reconstruction alternatives shall assume the terminal is operational.
- g. Prepare construction phasing and logistics for renovation and/or reconstruction alternatives with provisions for temporary and/or permanent passenger and bus operations, and/or bus storage.
- h. Develop construction phasing and logistics plan and cost-comparison of the alternatives.
- i. Based on different gate types and bus operations determine the optimal bus capacity for each alternative.
- j. Based on these general requirements/assumptions, include a program-“fit” on specified sites. Include urban planning and zoning considerations; site constraints if significant; vehicular and pedestrian access patterns and constraints, if any; bus travel distance on city streets; options for peak am and pm hours bus and passenger demand;—operational flexibility and perimeter frontage; cost and timeframes (construction and operational); availability of surplus space for alternative uses such as commercial tour bus parking.

- k. Integrate urban design criteria into alternatives. Include:
  - 1) Preparation of urban design plans including but not limited to regional plans, West Midtown neighborhood plans, transportation plans, community facility plans, critical and sensitivity plans, and public safety plans to analyze and evaluate the public environment and associated appurtenances.
  - 2) Issues, logistics, and opportunities associated with the urban design plans with implementation strategies and plans.
  - 3) Sustainable Infrastructure Guideline checklist and narrative, coordinated with other disciplines.
  - 4) Renderings/vignettes depicting two (2) different urban design criteria options for each alternative.
- l. Identification of interferences, impacts, construction constraints, and transportation interfaces with other agencies including the MTA, NJT, etc.
- m. Develop applicable structural requirements for foundations, platforms, columns, slabs, framing, etc. to support reconstruction and construction alternatives. Structural requirements shall include but not be limited to:
  - 1) Preliminary structural system assumptions for each use type
  - 2) Extraordinary structural issues associated with platforming over all or portions of Galvin Plaza, Dyer Plaza, and/or the west portion of LT 11.
  - 3) Extraordinary requirements for foundations/columns related to current site conditions (on grade and below grade).
  - 4) Extraordinary structural issues regarding other material atypical site or building conditions, including design requirements associated with any Authority-provided security information.
  - 5) Structural design and constructability issues potentially impacting, or impacted by, maintenance of traffic during and after construction.
- n. Develop functional layout plans for disciplines. Disciplines shall include, but not be limited to, Architectural, Mechanical, Structural, and Traffic.
- o. Origin-destination tables and volume flow maps shall be developed for peak hours.
- p. For each alternative, prepare a bus-type distribution plan.
- q. Criteria for alternatives shall satisfy daily usage and layouts must be flexible to accommodate safely the crowding and expanded operations that occur on major holidays, such as Thanksgiving.
- r. Alternatives shall maximize terminal capacity, improve passenger level-of-service, improve customer convenience and amenities, create operational efficiencies and optimize cost savings.
- s. For alternatives, develop a narrative that includes but is not limited to pros and cons, recommendations, estimate, preliminary phasing and staging and preliminary construction duration.

- t. Identify operational and construction challenges at the PABT and other sites identified in the alternatives; include cost of building in and over an active bus terminal and heavily trafficked roadway system including the additional requirements and locations for bus swing space.
  - u. For each alternative, integrate security related performance criteria (to be provided by the Authority). The Consultant shall develop the security features sufficiently to validate feasibility/constructability and develop a preliminary order-of-magnitude construction cost estimate.
  - v. Prepare a PowerPoint presentation summarizing each of the Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task)).
2. Requirements Specific to Individual Master Plan Components

The Consultant shall not proceed with any of the following without prior authorization from the Authority:

- a. Develop zoning, planning, construction criteria and cost estimate for future (tower) overbuild(s)
- b. Identify and assess off-site locations for capacity requirements not accommodated by internal gate consolidations and/or use of streets adjacent to, or in immediate proximity of the PABT. This includes potential use of a bus storage/parking facility as swing space, but only to the extent that development of a bus storage/parking facility is required to meet long-term (2040) operational requirements or is determined to be more cost-effective than other off-site alternatives.
- c. For the South Wing overbuild rehabilitation/reconstruction alternatives utilize criteria developed for the North Wing tower over build.
- d. Develop zoning, planning, construction and cost estimate for Terminal Expansion (optional task).
- e. Develop functional traffic plans showing: connectivity between the PABT, New York Lincoln Tunnel corridor, PABT ramps, local streets and WSBF (staging, parking, and/or terminal), including horizontal and vertical alignment; bus staging/parking/gate layouts for each bus level of the WSBF (staging, parking, and/or terminal); identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps and local streets, internal bus volume flow diagrams throughout the PABT and WSBF (staging, parking and/or terminal), assessment of pedestrian circulation elements within the WSBF (staging, parking and/or terminal) and PABT including stairways, corridors, doorways, escalators, elevators and queuing areas, as well as pedestrian circulation along the perimeter of the WSBF and PABT and signalized intersections; minimum required vertical

clearances and maximum permitted pitches and slopes within the WSBF (staging, parking and/or terminal) and PABT, any other information needed to illustrate revised bus and/or pedestrian operational flows; and determine impacts, if any, to the WSBF (staging, parking and/or terminal) and/or to PABT performance.

- f. Develop functional traffic plans to determine the operational capacity of the WSBF at all critical milestones during construction, including: identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps and local streets; identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps, local streets during the AM and PM peak hours for each construction stage; construction staging plans, including closures, detours and temporary facilities, if needed; identification of detour routes and related traffic impacts for each construction phase; identification of traffic operations along the local street network during each construction sequence; identification of impacts to bus operations and capacity limitations during each construction phase.
- g. Prepare an Interim Report entitled “PABT Rehabilitation/Reconstruction Alternatives Interim Report” at the 50% and 100% milestones for Authority review. The report shall include the Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task)). Incorporate comments from the Authority into the report at each milestone review and resubmit as final.
- h. Prepare an Interim Report for the West Side Bus Facility (WSBF) Alternatives (Optional Task), at the 50% and 100% milestones for Authority review. Incorporate comments from the Authority into the report at each milestone review and resubmit as final.

## M. ALTERNATIVES

The Consultant shall prepare alternatives for the following Master Plan Components based upon, but not limited to the planning criteria, programming, preliminary analyses/strategies, and general requirements/assumptions.

### 1. Intercity Bus Network Planning

- a. Prepare two (2) alternatives to include but not be limited to:

- 1) Site plans, floor plans (describing the basic bus facility program, approximate location and footprint of any overbuild development, and floor space allocations for any infrastructure required to support an overbuild development), and building and site sections.
- 2) Pedestrian and vehicular access/circulation diagrams showing: external and internal vehicular flow diagrams; bus gate and position layouts; external and internal pedestrian circulation flow diagrams, approximate location and size of

primary circulation elements and other information needed to illustrate bus and/or pedestrian operational flows.

- 3) Traffic functional plans and narratives to support cost estimating. Traffic functional plans shall include but not be limited to: bus gate/position layouts for each bus level of the PABT, with origin-destination tables, traffic volume flow maps for the PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections), and pedestrian circulation elements within the PABT including stairways, corridors, doors, escalators, elevators and queuing areas, as well as pedestrian circulation along the perimeter of the PABT and adjacent signalized intersections.
  - 4) Develop origin-destination tables and volume flow maps for peak hours. For alternatives where the existing parking area is affected, origin-destination tables shall also include reassignment of trips to/from public parking areas.
  - 5) Incorporate traffic and bus planning; structural, mechanical systems, electrical, plumbing and fire protection to support an order-of-magnitude cost estimate.
  - 6) Develop cost estimates, including staging and logistics costs and construction schedule.
- b. Create illustrative 2-D and 3-D Renderings and Models describing key aesthetic strategies for internal and external stakeholders.
2. South Wing Minimum Build
- a. Develop a “minimum build” renovation alternative that expands upon the PABT South Wing Comprehensive Physical Assessment Pre-Stage I Report and PABT MCEP, attached. The minimum build scenario is “in-kind” unless otherwise required by code conformance and/or accessibility requirements triggered by renovation necessitated by slab demolition, structural rehabilitation, and/or construction.
  - b. Develop preliminary structural renovation strategies that incorporate calculations for proposed increased-weight bus-criteria, to include but not be limited to bus level slab replacement, structural framing, and associated work.
  - c. Determine any impact of gate and circulation changes on overall terminal capacity based on the proposed renovation. Benchmark all changes against current existing terminal performance measures such as gate capacity and utilization.
  - d. Develop a minimum set of requirements and conceptual plans for a major structural renovation (the “minimum build” option), along with a baseline cost estimate, staging and logistic plans and construction schedule.
  - e. Develop a conceptual schedule for the construction of the proposed improvements that shall serve as the benchmark schedule for all other proposed tasks.

3. North Wing Rehabilitation with Tower Overbuild
  - a. Delineate the physical criteria for a new overbuild structure
  - b. Based on Consultant's review of two (2) prior overbuild proposals, land use strategies, and prior zoning work provided by the Authority, define tower overbuild physical criteria to include size (height and floor area), massing, and location parameters and, if requested by Authority, identify conflicts or confirm compliance with current applicable zoning requirements.
  - c. Based on tower overbuild program and physical criteria, develop drawings for the North Wing with a tower overbuild for each level, clearly delineating permissible encroachment areas for temporary and permanent tower-related spaces and support infrastructure (lobbies, loading docks, structure, vertical transportation, utility point of entry, risers, etc.). Assume that the North Wing is an existing condition and includes a 4<sup>th</sup> level fit-out.
  - d. Develop a conceptual systems approach delineating the extent of existing PABT building systems to reutilize in the new construction, and indicate which, if any, systems could be relocated or otherwise combined with South Wing physical plant.
  - e. Based on the proposed North Wing with tower overbuild, prepare and recommend the scope of work to be performed by the Developer, to be selected through a future RFP process, and work to be performed by the Authority, if any. Such recommendation shall address efficiencies, coordination of work and procurement issues related to work requiring extension of or tie-ins to existing PABT systems, if any. The criteria shall be in narrative and graphically represented for the incorporation into the RFP. Submit the recommendation to the Authority for review and comment. Incorporate Authority comments and resubmit the document.
  - f. The Consultant shall develop interim functional traffic plans and construction logistics plans for the North Wing and in coordination with the South Wing to determine the operational capacity of the terminal and impacts on adjacent streets at all critical milestones during construction.
  - g. Develop facility closure and logistic alternatives and prepare a cost-comparison addressing lost terminal capacity and cost / schedule ramifications. Specifically, compare the cost and schedule ramifications of complete closure of the North Wing, keeping one floor open (the location of which may change during the course of construction), or keeping two floors available at all times. Based on a preferred logistics scheme, develop an alternative temporary facilities plan(s) including provisions for temporary internal circulation and protection, ventilation, power, life safety, etc.
  - h. Identify Authority space, tenant space and passenger amenities requiring relocation during the construction staging and phasing. Integrate these issues with the overall planning for this task and other related tasks.

- i. Based upon the proposed overbuild criteria and the functional plans, develop a conceptual perimeter logistics plan (loading and deliveries, hoists, shanties, etc.) which, at minimum, delineate areas that are available for these functions.
- j. Review the facility work rules, including work hour restrictions, material and personnel access to floors (including the possibility of off-hour material deliveries through the South Wing), and other use of Authority facilities with the prior overbuild proposals.
- k. Develop a procurement strategy for work proposed integrated with existing PABT systems and recommend procurement strategies for work such as Building Management System (BMS) and fire alarm where the introduction of multiple vendors may not be practical, including possible use of existing PABT vendors either performing directly for the Authority or assigned to the Developer.
- l. Develop two (2) alternative plans for expanding the North Wing bus gates that coordinate with the proposed overbuild concept and South Wing rehabilitation and reconstruction alternatives. Plans shall address improvements to bus circulation, queuing, passenger circulation, etc.
- m. Incorporate North Wing lower level clearance height-studies from the PABT MCEP. Validate the scope of work required to accommodate bi-level buses on the lower level of the North Wing.
- n. Prepare the North Wing Overbuild Package for future developer RFP to include:
  - 1) Narrative to describe development process and issues
  - 2) Architectural building and site plans, sections and elevations as required, illustrating the scope of the proposed terminal modifications. Delineate permissible encroachment areas for temporary and permanent tower-related spaces and support infrastructure (lobbies, loading docks, structure, vertical transportation, utility point of entry, risers, etc.), existing PABT building systems to reutilize in the new construction, and indicate which, if any, systems could be relocated or otherwise combined with South Wing physical plant. Develop fourth level alternatives, including architectural drawings of all impacted levels.
  - 3) Structural plans of all levels impacted by the proposed modifications illustrating the overall scope of the proposed structural work.
  - 4) Written description of the proposed overbuild, associated terminal work, work rules and logistics scenarios, along with sketches, and supporting detail required to prepare schedules and cost estimates.
  - 5) A written description of the proposed systems procurement strategy.
  - 6) Provide interim functional traffic plans.
  - 7) Provide construction staging and logistics plans.
  - 8) The cost comparison analysis of alternate construction schemes.

4. North Wing Demolition/Terminal Reconstruction with Tower Overbuild
  - a. Define physical criteria for a North Wing terminal reconstruction with a tower overbuild, assuming the vacating of transportation operations, tenant spaces, and phased demolition of the North Wing.
  - b. Delineate the building envelope of the North wing with a tower overbuild by utilizing zoning information.
  - c. Develop up to two (2) North Wing Reconstruction with tower overbuild alternatives. Pair the alternatives with the South Wing rehabilitation enhancement alternatives and/or the South Wing reconstruction alternatives.
  - d. In addition to the code review required under the General Requirements above, evaluate the “engineered” solution(s) currently in place at the terminal.
  - e. Develop preliminary construction staging and logistics plans and a construction cost estimate.
  - f. Provide a written description of the concept’s feasibility indentifying the pros and cons with cost estimate and recommendation.
  - g. Identify and describe the relocation logistics of tenants and buses during construction.
5. South Wing Overbuild (Optional Task)
  - a. Prepare a feasibility assessment of the renovation of the South Wing to accommodate a tower overbuild (tower size to be determined based on the North Wing Rehabilitation with Tower Overbuild subtask). Utilize the South Wing “minimum build” for programming and layout purposes. The feasibility assessment shall include but not be limited to:
    - 1) Delineate the building envelope of the South Wing with a tower overbuild by utilizing zoning information and parameters developed under the North Wing Rehabilitation with Tower Overbuild Alternative. Define the tower overbuild size (height and floor area), massing and location parameters.
    - 2) Prepare a preliminary layout for street level, a typical bus level and tower overbuild floor. Indicate the impacts of the tower overbuild on bus gate layouts, and bus/pedestrian circulation.
    - 3) Prepare a written description and diagrams of structural modifications required to support a future overbuild structure.
    - 4) Provide a narrative of each alternative indentifying the pros and cons with a cost estimate and recommendation.
  - b. If the tower overbuild scenario passes a high-level feasibility test, perform the following:
    - 1) Advise and provide a written statement as to whether retention of the existing parking decks significantly affects structural support requirements and, if so, provide a written conceptual description of the differential requirements.

- 2) Prepare a code review for the alternatives of the South Wing and tower. Determine accessibility and other code requirements. Evaluate current code and laws as well as the “engineered” solution(s) currently in place at the terminal, and evaluate the application of the 2010 “PABT Occupancy & Egress Analysis”.
  - 3) Perform tasks listed under Alternatives Development, General Requirements.
  - c. Delineate the physical criteria for a new overbuild structure. Define tower overbuild physical criteria to include size (height and floor area), massing, and location parameters and, if requested by Authority, identify conflicts or confirm compliance with current applicable zoning requirements.
6. Terminal Enhancements
- a. Utilize the PABT programming document to develop alternatives to include modifications to urban planning issues relating to the building and street, public circulation and operational areas, bus gate and circulation improvements, staging and logistics, incremental cost estimates referencing the minimum build scenario, and descriptions of the operational benefits of each proposed concept. Maximize terminal capacity, improvements in level-of-service, customer convenience, amenities, operational efficiencies and cost savings.
  - b. Develop criteria to evaluate proposed terminal enhancements, including but not limited to, terminal capacity, bus gate capacity, bus gate-utilization factor, demand for each service type, level of service, maintenance and operating costs, and revenue opportunities.
  - c. The fourth floor of the North Wing shall be renovated for bus gates. Expand upon the developed alternative plan for North Wing gate expansion for scope relating to the enhancement tasks.

7. South Wing Reconstruction

Develop high-level scope and planning alternatives for a complete phased demolition and reconstruction of the South Wing:

- a. Prepare a zoning review for the South Wing reconstruction with tower overbuild, South Wing reconstruction with North Wing Demolition and Terminal Reconstruction. Evaluate site context and site restrictions.
- b. Reuse the existing bus ramps for one or both of the upper bus levels. If proposing changes to the ramp complex, fully document the scope of proposed ramp modifications.
- c. Develop a fifth level bus level if required to meet program criteria. Document any added bus ramp(s) to describe the scope of proposed ramp modifications.
- d. Identify code criteria applicable to a phased demolition and reconstruction alternative, and prepare a code review.
- e. Develop a coordinated plan for terminal perimeter-utilization street level programming to integrate the terminal with the adjacent street-grid, maximize the use of the PABT perimeter curbsides to support terminal bus and passenger

operations. Development of curbside operations shall include information gathered from associated tasks.

- f. Prepare a written description of the alternative's feasibility indentifying the pros and cons with a cost estimate and recommendation.
  - g. Develop screening criteria; screen alternatives for development of two (2) planning concepts.
8. Terminal Expansion (Optional Task)
- a. Conduct a preliminary examination of an on-site terminal expansion option assuming either the demolition or modification and repurposing of existing public parking at the PABT.
  - b. Based upon the capacity differentials, develop terminal expansion alternatives on-site, and on adjacent and contiguous sites.
  - c. Prepare a zoning analysis
  - d. Prepare alternatives including
    - 1) One option for one or more bus levels built over the existing South Wing.
    - 2) Terminal Expansion east half Block 763 south of PABT
    - 3) Evaluate the expansion of bus-level floor plates along West 40th and West 41st Streets to relocate pedestrian circulation and increase the bus area. Develop functional plans illustrating the bus-level floor plate expansion with the pedestrian and bus circulation.
  - e. Prepare a written description and diagrams of structural modifications required to support the additional bus levels.
  - f. Prepare a written description of the alternative's feasibility, indentifying the pros and cons with a cost estimate and recommendation.
  - g. Develop screening criteria and screen alternatives to develop a planning concept for expansion of the PABT.
9. Temporary Bus Operations
- a. Provide alternatives to accommodate bus operations impacted or displaced by PABT renovation/reconstruction. Alternatives shall include the following operational scenarios:
    - 1) Temporary (1 to 5 year period) peak hour reallocation of gate capacity and/or off-site relocation of intercity bus operations currently served by the 26 gates located in the North Wing Lower Level.
    - 2) Complete closure of the North Wing, affecting both commuter and intercity operations. For initial planning purposes, this shall entail the consolidation and/or off-site relocation of approximately 100 commuter bus departures and 20 intercity bus departures per hour during peak demand periods.
    - 3) Disruption of bus operations affecting up to 30% of overall terminal capacity or approximately 200 bus departures per hour during peak demand periods.

- 4) Consultant to provide alternative operational scenario.
- b. Based on the operational scenarios, prepare alternatives for the following:
  - 1) Temporary operational plans maximizing bus usage of available terminal areas. Utilize input gathered from both intercity carriers and commuter carriers.
  - 2) Develop strategies for temporary curbside bus drop-off and loading both immediately adjacent to and, if required, remote from the PABT to enhance the temporary concept development and for preliminary discussion with NYC.
  - 3) Determine if temporary terminal and curbside operational plans are sufficient to accommodate carrier needs. If the above do not meet the program requirements, develop a plan for temporary off-site operations and a description of traffic impacts sufficient for preliminary discussions with NYC.
 

Identify a short list of sites that could accommodate bus operational needs, and define conceptual infrastructure requirements. Initial sites considered are:

    - a) Block 1050, Lot 13 (PA ramp site, Project Find), with and without the demolition of Project Find
    - b) Block 737, Lot 1 (Trans-Bridge parking lot)
    - c) Block 728, Lot 1 (30th Street, Academy bus parking lot)
    - d) Block 733, Lot 31 (Edison Parking) and Lots 23 – 28, 30 & 47
    - e) Identify at least one additional site selected by the Consultant and approved by the Authority
- c. Prepare a written description of the alternative's feasibility indentifying the pros and cons with a cost estimate and recommendation.

#### 10. West Side Bus Facility (WSBF) (Optional Task)

If the site assessments pass the high-level feasibility test, perform the following:

- a. Based on the site options described above, the Consultant shall prepare conceptual massing diagrams, typical diagrammatic floor plans, and site cross-sections for alternatives for a WSBF, which may include overbuilds. Drawings and diagrams shall be schematic in nature but sufficient to illustrate the alternatives and to demonstrate the compatibility of the proposed programs (impacts of proposed tower infrastructure on bus parking/staging facility layouts and vice versa). Prepare initial floor area take-offs.
- b. Provide a structural narrative with supporting material to prepare cost estimates.
- c. Provide mechanical planning services and descriptive narrative with diagrams and supporting material as required to prepare cost estimates.
- d. Based on Computational Fluid Dynamics (CFD) modeling prepared for the Authority by others under separate contract, provide advisory services as to the sizing of ventilation shafts or other passive provisions to maintain the “grandfathering” of existing Lincoln Tunnel for the alternatives.

- e. Develop a preliminary design, sizing and location of platform ventilation and smoke exhaust systems for the alternatives.
- f. Provide mechanical system assumptions for each use type with special focus on systems required to support normal bus operations/facility operations.
- g. For each planning alternative, prepare a narrative describing the proposed construction logistics sequence and specific constructability issues. For schemes involving platforming over Galvin and/or Dyer Plazas, the Consultant shall develop feasible road closure scenarios for review and approval by the Authority. Consultant shall prepare schedule describing the impacts of any extraordinary logistics as required to prepare order-of-magnitude cost estimates.
- h. For each planning alternative, develop order-of-magnitude (\$/gsf) cost estimates, specifically identifying cost premiums associated with platforming over Galvin and/or Dyer Plazas, bridging streets, or constructing residential / commercial towers over a WSBF. Organize costs by facility type, and support estimates with local comparables when practical.

**N. PRELIMINARY ANALYSES/STRATEGIES FOR CONCEPTS DEVELOPMENT**

Concepts are screened alternatives selected for further development for potential inclusion in the Master Plan. Prepare preliminary analyses/strategies for concepts development, to include but not be limited to:

- 1. General
  - a. Review the Authority's Sustainable Design Guidelines; prepare a checklist with recommended and/or required suggestions on criteria incorporated into each concept.
  - b. Develop a conceptual basis of design document incorporating all disciplines
- 2. Intercity Bus Network Planning
  - a. From the Intercity Bus Network Planning alternatives, screen to identify two (2) Intercity Bus Network Planning selected alternatives that may include a combination of solutions. Prepare two (2) pre-concepts to include but not be limited to the following:
    - 1) Site plans, floor plans (describing the basic bus facility program, approximate location and footprint of any overbuild development, and floor space allocations for any infrastructure required to support an overbuild development), and building and site sections.
    - 2) Pedestrian and vehicular access/circulation diagrams showing: external and internal vehicular flow diagrams; bus gate and position layouts; external and internal pedestrian circulation flow diagrams, approximate location and size of primary circulation elements and other information needed to illustrate bus and/or pedestrian operational flows.
    - 3) Traffic functional plans and narratives to support order of magnitude cost estimating. Traffic functional plans shall include but not be limited to: bus gate/position layouts for each bus level of the PABT with origin-destination tables and traffic volume flow maps for the PABT terminal bus

gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) and pedestrian circulation elements within the PABT including stairways, corridors, doors, escalators, elevators and queuing areas, as well as pedestrian circulation along the perimeter of the PABT and adjacent signalized intersections.

- 4) Origin-destination tables and volume flow maps shall be developed for peak hours.
- 5) Conceptual basis of design document incorporating traffic and bus planning; structural, mechanical systems, electrical, plumbing and fire protection to support order-of-magnitude cost estimate all disciplines.
- 6) Develop order-of-magnitude cost estimates including staging and logistics costs and construction schedule.
- 7) Create illustrative 2-D and 3-D renderings and models describing key aesthetic concepts for internal and external stakeholders.

#### O. CONCEPTS DEVELOPMENT

The Consultant shall prepare concepts development from screened alternatives. The Consultant shall include the following in preparation of concepts:

##### 1. General Requirements

- a. For all concepts, evaluate codes, laws and guidelines, as well as the “2010 PABT Occupancy & Egress Analysis” currently applicable to the PABT. Integrate accessibility criteria into the concepts.
- b. Determine the development rights of property assemblages based on as-of-right zoning as well as deviations from as-of-right regulations. The Authority will provide the land use parameters for proposed North and/or South Wing tower overbuild structure(s), on-site terminal expansion alternative(s) and off-site development(s) on Authority and non-Authority owned sites.
- c. Renovation/reconstruction concepts shall assume the terminal is operational.
- d. Incorporate temporary bus operations.
- e. Preparation of construction phasing and logistics for renovation and/or reconstruction conceptual plans for temporary and/or permanent passenger and bus operations and/or bus storage capacity.
- f. Integrate urban planning alternatives into concepts.
- g. Develop functional layouts plans for all disciplines to include but not be limited to Architectural, Mechanical, Structural and Traffic.
- h. Origin-destination tables and volume flow maps shall be developed for peak hours.
- i. Develop structural requirements, as applicable, for foundations, platforms, columns, slabs, framing, etc. to support rehabilitation and reconstruction concepts.

Preliminary structural system assumptions for each use type

- 1) Extraordinary structural issues associated with platforming over all or portions of Galvin Plaza, Dyer Plaza, and/or the west portion of LT 11.
  - 2) Extraordinary requirements for foundations/columns related to current site conditions (on grade and below grade).
  - 3) Extraordinary structural issues regarding other material atypical site or building conditions, including design requirements associated with any Authority-provided Design Base Threat (DBT).
  - 4) Structural design and constructability issues potentially impacting or impacted by maintenance of traffic during and after construction.
- j. Prepare conceptual drawings including but not limited to:
- 1) Configuration of access ramps to/from the PABT, to/from the Lincoln Tunnel and interface with the proposed WSBF.
  - 2) Plans including internal vehicular circulation and bus parking arrangements, of any proposed bus staging / parking facility.
  - 3) Plans including gate configurations, pedestrian and vehicular circulation, and internal staging of any proposed bus passenger facility
  - 4) The overall facility configuration showing the impacts of tower infrastructure requirements and conceptual platform ventilation requirements where applicable.
  - 5) Bus Facility and tower massing diagrams, including zoning and gross and rentable area calculations, where applicable
  - 6) Written description of deviations from as-of-right zoning and encroachments into public right-of-ways
- k. Develop a conceptual construction schedule, including logistics and staging.
- l. Prepare an order of magnitude cost estimate for each concept. Each concept's magnitude cost estimate shall also include logistics, staging and a comparison to the minimum build concept.
- m. Based on the Authority's Sustainable Design Guidelines checklist previously prepared, modify, as appropriate, and prepare a narrative with recommended/required suggestions on criteria to be incorporated into each Concept and your reasons therefore. Upon Authority's review, incorporate such guidelines.
- n. For each concept, integrate security related performance criteria (to be provided by the Authority). The Consultant shall develop the security features sufficiently to validate feasibility/constructability and develop an order-of-magnitude construction cost estimate.
- o. Create illustrative 2-D and 3-D renderings and models describing key aesthetic concepts for internal and external stakeholders.
- p. Prepare a PowerPoint presentation summarizing each of the Master Plan Components with concepts (Intercity Bus Network Planning, South Wing

Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task)).

## 2. Requirements Specific to Individual Master Plan Components

The Consultant shall not proceed with any of the following without prior authorization from the Authority:

- a. Concepts shall address logistics, staging and costs and shall consider all North and South Wing design components as well as perimeter utilization and approaches in complimentary pairings of rehabilitation, reconstruction and overbuilds to yield holistic overall assemblages.
- b. Develop conceptual planning recommendations for possible terminal enhancements or total building reconstruction including gate and circulation improvements assuming no or minimal expansion of existing building, along with incremental cost estimates and descriptions of the operational and economic benefits of each proposed change.
- c. Prepare a CFD analysis to determine ventilation and smoke control requirements for the roadways decked over by the over build(s).
- d. Prepare an Interim Report entitled “Master Plan Component PABT Rehabilitation/Reconstruction Concepts Interim Report” at the 50% and 100% milestones for Authority review. The report shall include the Master Plan Components with concepts (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task)). The report shall expand upon the “Master Plan Component PABT Rehabilitation/Reconstruction Alternatives Interim Report”. For each milestone, incorporate Authority comments as required and resubmit milestone report as final.
- e. Prepare an Interim Report for the West Side Bus Facility (WSBF) Concepts (Optional Task), at the 50% and 100% milestones for Authority review. For each milestone, incorporate Authority comments as required and resubmit milestone report as final.

## P. CONCEPTS

The Consultant shall prepare concepts for the following Master Plan Components based upon the screened alternatives:

### 1. South Wing Minimum Build

Prepare a Minimum Build concept based upon the selected Minimum Build alternative.

### 2. North Wing Rehabilitation with Tower Overbuild

- a. Based on alternatives, develop two (2) concepts for expanding the North Wing bus gates that coordinate with the proposed overbuild concept and South Wing rehabilitation and reconstruction alternatives. Plans shall address improvements to bus circulation, queuing, passenger circulation, etc. Develop drawings for each level of the PABT, clearly delineating permissible encroachment areas for temporary and permanent tower-related spaces and support infrastructure (lobbies, loading docks, structure, vertical transportation, utility point of entry, risers, etc.).
  - b. Identify Authority space, lease space and passenger amenities requiring relocation during the construction staging and phasing. Integrate into the overall planning and order of magnitude cost estimate.
  - c. Based upon the program requirements, North Wing Overbuild parameters and capacity differentials, develop the fourth level of the North Wing for bus gates, passenger queuing, etc. Expand upon the developed conceptual plan for North Wing gate expansion for scope relating to the enhancement tasks.
  - d. Develop a conceptual systems approach delineating the extent of existing PABT building systems to re-utilize in the new construction, and indicate which, if any, systems could be relocated or otherwise combined with South Wing physical plant.
  - e. Compare the cost and schedule ramifications of complete closure of the North Wing, keeping one floor open (the location of which may change during the course of construction), or keeping two floors available at all times, based on a preferred logistics scheme.
  - f. Develop a temporary facilities plan including provisions for temporary internal circulation and protection, ventilation, power, life safety, etc.
3. North Wing Demolition/Terminal Reconstruction, with Tower Overbuild
    - a. Delineate the building envelope of the North Wing with a tower overbuild by utilizing zoning information.
    - b. Develop up to two (2) concepts to include a tower overbuild based upon the North Wing Overbuild physical and operational parameters, program development, construction staging and logistics plans, and order of magnitude cost estimate. Pair the concepts with the South Wing rehabilitation enhancement alternatives and/or the South Wing reconstruction alternative.
4. South Wing Overbuild (Optional Task)
    - a. Prepare conceptual plans for all levels of the South Wing and tower overbuild.
    - b. Prepare construction logistics plans describing phasing of the work and impacts on operational capacity of the terminal and the adjacent local streets at critical milestones during construction.
    - c. Prepare order-of-magnitude estimates and the incremental cost above the minimum build concept (with and without the existing parking levels).

## 5. Terminal Enhancements

- a. Develop two (2) concepts and one (1) additional concept (Optional Task) for rehabilitation of the PABT. Concepts may include plans to expand bus-level floor plates. Concepts shall be developed according to the following guidelines:
  - 1) Scenario 1: optimize terminal capacity assuming no or minimal additional structural modifications.
  - 2) Scenario 2: optimize terminal capacity assuming additional structural modifications limited to Level 3 columns and connections with no or minimal structural system impacts.
  - 3) Scenario 3: optimize terminal capacity but assume a broader set of structural impacts, primarily limited to Levels 2 and 3. Assume minimal structural system impacts below Level 2 and only selective, isolated closure of Street Level.
- b. Based upon the program requirements, North Wing Overbuild parameters, capacity differentials and terminal enhancements, develop the fourth floor level of the North Wing for bus gates, passenger queuing, etc.
- c. Evaluate the expansion of bus-level floor plates along West 40th and West 41st Streets to relocate pedestrian circulation and increase the bus area. Develop functional plans illustrating the bus-level floor plate expansion with the pedestrian and bus circulation.

## 6. South Wing Reconstruction

Develop two (2) concepts for the complete phased demolition and reconstruction of the South Wing with Tower or provisions for a tower overbuild. The two (2) concepts shall relate to the North Wing Reconstruction with provisions for a tower overbuild and the North Wing Renovation with or without the existing parking levels.

- a. Provide analysis of incorporating the WSBF to facilitate bus parking and staging.
- b. Provide an evaluation of existing ramp system and modified ramp system relative to the concepts.
- c. Provide phasing and logistics for demolition and construction.
- d. Provide plan for relocation of buses and amenities (incorporate into temporary bus operations).
- e. Develop order of magnitude cost estimates for building, tower overbuild and interim phasing and logistics.

## 7. Terminal Expansion (Optional Task)

Develop a planning concept for the expansion of the PABT.

- a. Develop the selected alternative.
- b. Prepare construction logistics plans describing the proposed phasing of the work and potential impacts on operational capacity of the terminal and adjacent local streets at critical milestones during construction.

- c. Prepare an order-of-magnitude estimate including phasing and logistics.
8. Temporary Bus Operations

Based upon the alternative site feasibility task, develop a temporary bus operation concept to accommodate the required gates, queuing areas, etc. The concept is not limited to a single site. Multiple sites may be utilized, if feasible, to meet the programmatic/transportation needs.
9. West Side Bus Facility (Optional Task)
  - a. Based upon the recommended and approved alternatives (Optional Task), develop two (2) concepts for a WSBF that coordinate with the previously developed rehabilitation and reconstruction alternatives.
  - b. Based upon the zoning analysis, the two (2) concepts shall delineate a tower overbuild.
  - c. Prepare site plans, floor plans of the WSBF and Tower, elevations and sections, including the street network and connections to the existing or modified ramp system to the PABT.

Q. TRANSPORTATION/TRAFFIC ENGINEERING STUDIES AND SIMULATION

Develop origin and destination tables, traffic volume flow maps and traffic simulation model (VISSIM) traffic simulation models and perform high-level screening analyses, including the analyses of PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, local streets (vehicular and pedestrian conditions along the perimeter and signalized intersections), and studies for the WSBF (staging, parking and/or terminal). Studies shall analyze and assess enhancements to the existing PABT, the PABT reconstruction and the proposed West Side Bus Facility (staging, parking and/or terminal facility) for future no-build conditions, future build conditions and conditions during construction staging. Base the analyses on the existing traffic simulation (VISSIM) for the New York Lincoln Tunnel corridor, PABT ramps and local streets (to be provided by the Authority).

The study areas, including the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) and the proposed WSBF staging, parking, and/or terminal, shall be evaluated individually and combined as a comprehensive network.

1. Model Development Strategy Session and Review of Existing Models

Review existing models available to Consultant and conduct a strategy session with the Authority to discuss the process for development of the VISSIM simulation models for individual elements of the network and the comprehensive network. This shall include updating the baseline conditions, determining calibration goals, and establishing Measures of Effectiveness (MOEs) that the model must satisfy. These MOEs may include bus dwell time, percentage of on-time arrivals and departures, percentage of bus recirculation, bus headways, density, average speed, levels of service for multilane roadways, travel times, vehicular delays, queue lengths, intersection delays by movements, intersection queue lengths by movement (50%, 95%, and maximum). As part of the strategic planning session, address origin-

destination information and VISSIM model development as it pertains to the study area.

2. Future No-Build Origin Destination Tables and Traffic Volume Flow Maps

The traffic data provided by the Authority shall be used to establish the future no-build baseline peak hour traffic volumes for the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian volumes along the perimeter and at signalized intersections) on schematic flow maps. Develop Origin Destination tables and volume flow maps for each hour of a 12-hour period, based on future traffic growth due to traffic increases due to population and/or employment growth, traffic generated by proposed developments, bus operator ridership and service forecasts, and any other factors which may affect traffic volumes in the future no-build condition. Submit Origin Destination (O-D) tables and volume flow maps for approval by the Authority.

3. Future No-Build Condition Traffic Simulation

Future no-build conditions of the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) during the weekday AM (4 hours) and PM (3 hours) periods shall be modeled using VISSIM software and shall include 3-D visualization of traffic conditions, as well as network environment (buildings, signage and landscape), based on the existing conditions model, and shall be updated as needed, given traffic increases due to population and/or employment growth, traffic generated by proposed developments, bus operator ridership and service forecasts, future projects which may affect traffic volumes or flow conditions, and any other factors which may affect traffic conditions in the future no-build condition. Volumes shall be input into the VISSIM model and shall be divided into vehicle classifications as appropriate. The vehicle classifications of passenger cars, single unit trucks, multiple unit trucks, mini-bus, transit/suburban bus, 40' coach, 45' coach, articulated bus, bi-level bus, and other are preferred. Prepare the model assignments and simulations, including dynamic and static routing, as specified below.

a. Dynamic routing for assignment of all traffic (except transit modes fixed route). The Dynamic Model shall include:

- 1) O-D matrices developed from the existing peak period volumes.
- 2) Development of Route Guidance sub-routines using COM (User Developed Interface Program) to direct existing traffic via the least congested route, allowing traffic to choose the optimum route.

Develop the dynamic assignment to achieve a convergence assignment to evaluate possible routes.

b. The Static Model used to simulate transit activities shall include:

- 1) Bus curbside parking space selection criteria using COM.
- 2) Simulate all transit type vehicles, such as courtesy vans, charter buses and public buses serving the PABT with their predetermined headways.

- c. The Consultant shall develop VISSIM models for study area conditions, tabulate data and summarize results. Prepare and submit Technical Reports and Memoranda summarizing the findings for the PABT bus gate/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) and develop a comprehensive report on the study area.

#### 4. Future Build Conditions

Future build conditions of the proposed PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, local streets (including vehicular and pedestrian conditions along the perimeter of the PABT and at signalized intersections), and proposed WSBF (staging, parking, and/or terminal) during the weekday AM (4 hours) and PM (3 hours) periods shall be modeled using VISSIM software and shall include 3-D visualization of traffic conditions, as well as network environment (buildings, signage and landscape), based on the future no-build conditions model.

- a. The future build conditions shall be developed to analyze concepts including the following:

- 1) South Wing Minimum Build
- 2) North Wing Rehabilitation and Tower Overbuild
- 3) North Wing Demolition/Terminal Reconstruction with Tower Overbuild
- 4) South Wing Overbuild (Optional Task)
- 5) Terminal Enhancement Alternatives
- 6) South Wing Reconstruction
- 7) Terminal Expansion (Optional Task)
- 8) Temporary Bus Operations

- b. For each of the concepts, the Consultant shall provide:

- 1) Origin Destination Tables and Traffic Volume Flow Maps
  - a) Origin Destination tables and traffic volume flow maps for the PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections). Note that for concepts where the existing parking area is affected, Origin Destination tables shall also include reassignment of trips to/from the public parking areas.
  - b) Develop Origin Destination tables and volume flow maps for each hour of a 12-hour period. Origin Destination tables and volume flow maps shall be submitted for approval by the Authority.
- 2) High Level Screening and Capacity Analysis
  - a) Perform a high-level screening and capacity analysis for the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, and local streets (including vehicular and pedestrian conditions along the

perimeter and at signalized intersections) for each concept using screening criteria developed in consultation with the Authority.

- b) Provide a summary describing each concept, the pros and cons of each concept, fatal flaws, an assessment of each concept and, in consultation with the Authority, select the preferred concept for simulation.
- 3) Construction Staging Concept Origin Destination Tables and Traffic Volume Flow Maps
- a) Develop Origin Destination tables and traffic volume flow maps for the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections). The temporary bus operations concept origin destination tables and traffic volume flow maps shall also include the off-site location bus gate/positions, off-site location access and off-site location perimeters (including vehicular and pedestrian conditions.)
  - b) Develop Origin Destination tables and volume flow maps for each hour of a 12-hour period. Origin Destination tables and volume flow maps shall be submitted for approval by the Authority.
- 4) Construction Staging Concept High Level Screening and Capacity Analysis
- a) Perform a high-level screening and capacity analysis for the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) for each construction staging scenario, using screening criteria developed in consultation with the Authority. The temporary bus operations concept origin destination tables and traffic volume flow maps shall also include the off-site location bus gate/positions, off-site location access and off-site location perimeters (including vehicular and pedestrian conditions).
  - b) Provide a summary for each construction-staging concept describing each concept, the pros and cons of each concept, fatal flaws, an assessment of each concept and, in consultation with the Authority, recommend a preferred construction-staging concept.
- 5) Traffic Simulation
- a) Prepare future conditions model assignments and simulations, including dynamic and static routing, as specified, and develop models and summarize findings for the preferred scheme.
  - b) Traffic simulations for the South Wing Minimum Build concept and Terminal Enhancement concept(s) shall be conducted for on-site/internal PABT bus gate/position operations only.
  - c) Traffic simulations for the South Wing Reconstruction concept shall be conducted for PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections).

- d) Traffic simulations for the Terminal Expansion Concept shall be conducted for PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections).
  - e) Traffic simulations for Temporary Bus Operations concept shall be conducted for off-site location bus gate/positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, off-site location access, PABT ramps and local streets (including vehicular and pedestrian conditions along the PABT and off-site location perimeters and at signalized intersections).
- c. Develop the future build conditions VISSIM models to simulate the West Side Bus Facility (WSBF) (Optional Task). Concept to include:
- 1) WSBF staging concept
  - 2) WSBF parking concept
  - 3) WSBF staging/parking/terminal concept
- For each of the concepts above, provide:
- d. WSBF Concept Origin Destination Tables and Traffic Volume Flow Maps (Optional Task)
- 1) Develop Origin Destination tables and traffic-volume flow maps for the WSBF concept bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF concept ramps, PABT ramps and local streets (including vehicular and pedestrian conditions along the PABT and WSBF perimeters and at signalized intersections) for each WSBF concept.
  - 2) Develop Origin Destination tables and volume flow maps for each hour of a 12-hour period. Origin Destination tables and volume flow maps shall be submitted for approval by the Authority.
- e. WSBF Concept High Level Screening and Capacity Analysis (Optional Task)
- 1) Perform a high-level screening and capacity analysis for the WSBF concept bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF staging concepts ramps, PABT ramps and local streets (including vehicular and pedestrian conditions along the PABT and WSBF perimeters and at signalized intersections) for each WSBF staging concept, using screening criteria developed in consultation with the Authority.
  - 2) Provide a summary describing each WSBF concept, the pros and cons of each concept, fatal flaws, an assessment of each scheme and, in consultation with the Authority, a preferred WSBF concept shall be selected for simulation.
- f. West Side Bus Facility Construction Staging Concept Origin Destination Tables and Traffic Volume Flow Map (Optional Task)
- 1) Origin Destination tables and traffic volume flow maps for the WSBF concept bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF concept ramps, PABT ramps and local streets (including vehicular and

pedestrian conditions along the PABT and WSBF perimeters and at signalized intersections) shall be developed for each WSBF construction-staging concept.

- 2) Develop Origin Destination tables and volume flow maps for each hour of a 12-hour period. Origin Destination tables and volume flow maps shall be submitted for approval by the Authority.
- g. West Side Bus Facility Construction Staging Concept High Level Screening and Capacity Analysis (Optional Task)
- 1) Perform a high-level screening and capacity analysis for the WSBF concept bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF staging concept ramps, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) for each WSBF construction-staging concept, using the screening criteria developed in consultation with the Authority.
  - 2) Provide a summary describing each WSBF construction staging concept, the pros and cons of each concept, fatal flaws, an assessment of each concept and, in consultation with the Authority, a preferred WSBF construction staging concept shall be selected.

h. West Side Bus Facility Concept Traffic Simulation (Optional Task)

Prepare future conditions model assignments and simulations, including dynamic and static routing, as specified in Future Build Conditions (Subtask 4d and 4e), and develop models and summarize findings specified (Subtask 4g) for the preferred concept. The preferred WSBF concept shall be modeled for the WSBF bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF ramps, PABT ramps and local streets (including vehicular and pedestrian conditions along the PABT and WSBF perimeters and at signalized intersections).

i. Master Plan Concept Traffic Simulation

Prepare future conditions model assignments and simulations including dynamic and static routing, as specified in Future Build Conditions (Subtask 4d and 4e), and develop models and summarize findings specified (Subtask 4g) for the Master Plan concept preferred alternative transportation scheme. The Master Plan concept shall be modeled for the WSBF bus positions, PABT bus gates/positions, New York Lincoln Tunnel corridor, WSBF ramps, PABT ramps and local streets (including vehicular and pedestrian conditions along the PABT and WSBF perimeters and at signalized intersections).

- 2) Transportation/Traffic Engineering Studies & Simulation Draft and Final Report Preparation
  - 1) Combine all Technical Reports and Technical Memoranda submitted for Transportation/Traffic Engineering Studies and Simulation into a single draft report at the conclusion of the project.
  - 2) Submit the draft report to the Authority for review and comment; the final report shall address all comments noted by the Authority.

- 3) The Consultant's final report shall include, but not be limited to, the following elements, in both electronic and paper form:
  - a) All Authority comments during review of the Draft Report shall be addressed
  - b) Meeting minutes shall be organized by meeting date and included in the Appendix
  - c) Summary of calibration parameters and assumptions for each Simulation Model
  - d) Detailed explanation of the methods of analysis used
  - e) Summary of data inputs and results of the simulation models
- 4) All tables and graphs shall be compiled into an organized set of Microsoft Excel spreadsheet files. Appropriate section and title divider pages shall be included. Apply a continuous set of page numbers to the entire document. A comprehensive table of contents shall be prepared referencing each table or graph title and page number.
5. Transportation/Traffic Engineering Studies & Simulation Training Seminar

After the base model has been calibrated, provide one two-day (16-hour) training seminar for Authority staff outlining the development and calibration of the model. The seminar shall impart an understanding of what has gone into the model and what steps are necessary to modify the completed model. The seminar shall be held at an Authority office, and the Consultant shall perform all necessary software installation and program implementation.

#### R. STRATEGIC FUNDING ANALYSIS

Assist the Authority that will perform the strategic funding analyses. Others will provide information required by the Authority and preparation of the strategic funding analyses is not part of the Consultant tasks. However, the Consultant shall estimate 120 hours of staff time to support the Authority in their analysis and incorporate the information into the draft and final reports.

The Authority will perform the following tasks that will be coordinated with the Consultant:

1. Cost benefit analysis
2. Cash flow modeling
3. Development of innovative financing strategies
4. Identification of planning policies and actions required to effect the quality and form of development recommended.
5. Assessment of alternative project delivery mechanisms and identification of alternative strategies to execute the project.

#### S. MASTER PLAN PACKAGE

The preparation of the Master Plan Package shall include but not be limited to:

1. Develop screening criteria and comparative review matrix.
2. Review, analyze and screen Master Plan Component preliminary analysis/strategies alternatives and concepts to create one Master Plan concept. The analysis shall include the preliminary analysis/strategies alternatives and concepts evaluation for comparative review and recommendation. The evaluation shall utilize the screening criteria, physical and operational concepts, construction phasing and staging, order of magnitude construction costs and strategic funding to determine the Master Plan.
3. Master Plan construction scheduling, duration, phasing, schedule duration and impact to facility operations.
4. Master Plan order of magnitude costs, including staging and logistics for the overall planning effort.
5. Incorporate cost-benefit analyses prepared by the Authority.
6. Develop a comprehensive traffic VISSIM model, including all Master Plan modeling components preformed in the tasks.
7. Submit a Master Plan Package to include, but not be limited to:
  - a. Conceptual drawings, plans, site and building sections, elevations, Master Plan narrative and analysis, with sequencing of construction and financial expenditures over the construction duration.
  - b. Conceptual narratives to include but not be limited to the following disciplines: architectural, urban planning, traffic, structural, MEP, FP and electronics.
  - c. Illustrative 2-D and 3-D renderings and models describing key aesthetic concept for internal and external stakeholders.
8. Prepare a PowerPoint presentation summarizing the Master Plan.

**T. FINAL REPORT**

Prepare a Draft Final Report and Final Report that incorporate Interim Reports fully reviewed by the Authority, with all comments included. The reports shall detail planning, site assessments, alternatives development and analysis, conceptual designs, and financial assessments conducted for the master planning study. Incorporate Authority comments as required into Draft Final Report and resubmit as Final Report. The Consultant shall provide bound hard copy reports.

**IV. DELIVERABLES**

**GENERAL REQUIREMENTS**

**A. Interim Reports**

Submit Interim Reports for Preliminary Analysis/Strategies and Alternatives and Concepts for Master Plan Components at the 50% and 100% milestones as outlined in the Task Deliverables. The interim reports shall include but not be limited to narratives, diagrams, functional site plans and plans, site sections and building sections, charts, order of magnitude cost estimates, back-up material and data coordination with all disciplines. The zoning analysis for each alternative/concept shall be incorporated in the interim reports and shall include but not be limited to: graphic material showing maximum

achievable floor areas, use, height, axonometric bulk and massing, sections, site plans and zoning maps.

Submit the 50% and 100% draft reports as an electronic Microsoft Word document in 11” x 17” format. Incorporate Authority comments as required and resubmit the report within ten business days. The Consultant shall submit twenty-five (25) bound color hard copies of the final interim report, with cover stock front and back, and spiral binding. Cost estimates shall be included as Excel Workbooks; schedules shall be distributed in PDF and other industry standard format(s) as requested by the Authority.

- B. Prepare a 75% on-board project progress review for alternatives, concepts, and Master Plan.

## TASK DELIVERABLES

### A. MEETINGS AND PRESENTATIONS

Submit meeting agendas, sign-in sheets, draft and final meeting minutes, meeting presentations, and PowerPoint presentations as outlined in the Meetings and Presentations task. See task description for meeting-minutes submission protocol,

### B. MONTHLY PROGRESS REPORT

Submit Monthly Progress Reports on the 15<sup>th</sup> of every month, including but not limited to the information outlined in the Monthly Progress Reporting Task.

### C. PROJECT SCHEDULE

Submit a project schedule and monthly updates as outlined in the Project Schedule task. See task description for schedule and PowerPoint presentation submission protocol.

### D. INFORMATION GATHERING

1. List of additional documents
2. Field verification plan
3. Electronic copies of all data gathered
4. Parcel description/zoning
5. Bus Carrier Questionnaire Report Document
6. Facility Comparison Document
7. North Wing Tower Overbuild Comparison Matrix Document
8. Urban Planning Document
9. Street and Curbside Existing Survey
10. West Midtown 2-D AutoCAD base drawings and 3-D Revit model

### E. PLANNING CRITERIA SUMMARY

Planning Criteria Summary Package

### F. FACILITY PROGRAM DEVELOPMENT

Programming documents for Commuter and Intercity Facilities, PABT North and South Wing, Tower Overbuild and West Side Bus Facility (WSBF)

## G. PRELIMINARY ANALYSES/STRATEGIES FOR ALTERNATIVES DEVELOPMENT

1. General Deliverables for each analyses/strategies alternatives investigation includes but is not limited to:
  - a. Screening criteria document
  - b. Preliminary Sustainability checklist(s) and narrative(s)
  - c. Preliminary land use and zoning analysis for parcels
  - d. Urban planning analysis
  - e. Origin-destination tables and volume flow maps developed for peak am and pm hours For alternatives where the existing parking area is affected, origin-destination
  - f. Ranked list of the interim and permanent operations or diversions
  - g. Site feasibility assessment analysis for new, temporary, or permanent terminal
  - h. High-level Midtown bus market analysis including facility and curbside, operational strategies, pros and cons, bus network, and site criteria
  - i. Preliminary alternatives for a WSBF. Include but not limited to recommended sites and configurations for the real estate development and site assemblages near and with direct access to the existing PABT ramp complex for the development of a bus staging/parking facility program. Submit narratives of the feasibility analysis including pros and cons, preliminary order-of-magnitude cost estimate and recommendations
  - j. PowerPoint presentation summarizing each of the Preliminary Analyses/Strategies (High-Level Midtown Bus Market Analysis, Bus Network Analysis and West Side Bus Facility (WSBF) Preliminary Analysis)
  - k. Interim Report for each of the Preliminary Analyses/Strategies (High-Level Midtown Bus Market Analysis, Bus Network Analysis and West Side Bus Facility (WSBF) Preliminary Analysis)

## H. ALTERNATIVES DEVELOPMENT

1. General Deliverables for Master Plan Components alternatives include but are not limited to:
  - a. Preliminary accessibility and code reviews
  - b. Preliminary land use and zoning analyses
  - c. Screening criteria document
  - d. Urban planning analysis
  - e. Renderings/vignettes depicting two (2) different urban design options for each alternative
  - f. Functional drawings for disciplines that shall include, but not be limited to, Architectural, Mechanical, Structural, and Traffic

- g. Origin-destination tables and volume flow maps shall be developed for peak am and pm hours
  - h. Bus-routing strategies
  - i. Bus-type distribution plans
  - j. Performance standards to obtain and retain permits
  - k. Narratives related to security features sufficiently to develop a preliminary order-of-magnitude construction cost estimate
  - l. For all disciplines, technical narratives, pros and cons, and recommendations
  - m. Preliminary narratives related to security features sufficiently to develop an order-of-magnitude construction cost estimate
  - n. Preliminary construction phasing and logistics plans and schedules
  - o. Preliminary order-of-magnitude cost estimates
  - p. PowerPoint presentations summarizing each of the Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task) for incorporation into main presentation prepared by others
2. Deliverables specific to individual Master Plan Components includes but is not limited to:
- Preliminary alternatives for a WSBF. Include but not limited to recommended sites and configurations for the real estate development and site assemblages near and with direct access to the existing PABT ramp complex for the development of a bus staging/parking facility program.

## I. ALTERNATIVES

- 1. General Deliverables for Master Plan Components alternatives include but are not limited to:
  - a. Sustainability checklist(s)
  - b. Preliminary drawings; site and building plans, elevations, and sections including cross and longitudinal sections
  - c. Traffic functional plans and narratives to support cost estimating. Traffic functional plans shall include but not be limited to: bus gate/position layouts for each bus level of the PABT, with origin-destination tables, traffic volume flow maps for the PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps, local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections) and pedestrian circulation elements within the PABT, including stairways, corridors, doors, escalators, elevators and queuing areas, as well as pedestrian circulation along the perimeter of the PABT and adjacent signalized intersections.

- d. Origin Destination tables and volume flow maps for peak am and pm hours
  - e. Structural diagrams of modifications
  - f. For all disciplines, technical narratives, that include but are not limited to pros and cons, and recommendations,
  - g. Screening criteria charts and diagrams
  - h. Preliminary construction phasing and logistics plans and schedule. Logistics shall include relocation of buses and tenants during construction.
  - i. Preliminary order-of-magnitude cost estimate
  - j. Cost comparisons/incremental costs analyses
  - k. Renderings/vignettes showing the intent of the alternatives, two per alternative
  - l. PowerPoint presentations summarizing each of the Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task) for incorporation into main presentation prepared by others
2. Deliverables specific to Individual Master Plan Components includes but is not limited to:
- a. North Wing Overbuild Package for future developer RFP to include:
    - 1) Narrative to describe development process and issues
    - 2) Narrative with diagrams of Authority space, tenant space, and passenger amenities requiring relocation.
    - 3) Narrative of building systems including procurement strategies for integrated systems with the PABT.
    - 4) North Wing perimeter logistics plan.
    - 5) Building and site plans, sections and elevations. Provide fourth level alternatives, including plans of all impacted levels.
    - 6) Structural plans of all levels impacted by the proposed modifications illustrating the overall scope of the proposed structural work.
    - 7) Written description of the proposed overbuild, associated terminal work, work rules and logistics scenarios, along with sketches, and supporting detail required to prepare schedules and cost estimates.
    - 8) Written description of the proposed systems procurement strategy.
    - 9) Interim functional traffic plans
    - 10) Construction staging and logistics plans
    - 11) Cost comparison analysis of alternate construction schemes.

- b. South Wing Overbuild (Optional Task)
  - 1) Feasibility assessment with preliminary layout of street level, typical bus level with gate layout, and typical overbuild floor.
  - 2) Narrative and diagrams of structural modifications.
  - 3) Narrative for feasibility of retention of parking decks.

- c. Temporary Bus Operations

List of sites for bus operational requirements

- d. Interim Reports entitled “PABT Rehabilitation/Reconstruction Alternatives Interim Report” at the 50% and 100% milestones for Authority review. The report shall include the Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task))

The interim report shall include but is not limited to:

- 1) Site plans
- 2) Architectural plans, sections and elevations illustrating the scope of proposed terminal modifications. This may include renderings and 3D graphics describing architectural concepts and illustrating the key customer visual experiences of the proposed terminal improvements.
- 3) Structural plans, sections and elevations of all levels impacted by the proposed modifications, illustrating scope of proposed structural work.
- 4) Written description of the proposed structural work, sketches, estimates of material quantities and other supporting detail required, describing the extent and complexity of the work.
- 5) Written description of the impacts of a proposed renovation on major MEP, FP and electronic systems, and diagrams as required, describing changes to current systems. This may include a procurement strategy for work integrating with existing PABT systems.
- 6) Incorporation of Transportation/Traffic Engineering Studies And Simulation deliverables
- 7) Preliminary code review focusing on Building/Occupancy Classifications, Height and Area Limitations, Construction Classifications and other high-level code requirements needed to assess programmatic uses, occupancies and building size.
- 8) Submit High level screening and capacity analysis, which shall include:
  - a) high level screening and capacity analysis for the PABT bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the

perimeter and at signalized intersections) for each scheme, using screening criteria developed in consultation with the Authority

- b) summary, describing each alternative, of the pros and cons of each alternative, fatal flaws, an assessment of each alternative and, in consultation with the Authority, select preferred schemes for simulation.
- 9) Conceptual construction logistics plans describing the phasing of the work and interim functional traffic plans to determine the operational capacity of the terminal at all critical milestones during construction. Where needed, the Authority will provide a cost-benefit analysis of alternative closure schemes.
- 10) Conceptual schedule and order-of-magnitude estimate of the incremental cost of the proposed South Wing Overbuild (Optional Task) retrofit, with and without the existing parking levels.
- 11) Temporary operational plans.
- 12) North Wing Overbuild Package for a selected future developer.
- 13) Functional traffic plans detailed to determine the operational capacity of the terminal at all critical milestones during construction.
- e. Interim Reports for the West Side Bus Facility (WSBF) Alternatives (Optional Task), at the 50% and 100% milestones for Authority review.

The report shall include, but not be limited to:

- 1) Land use and zoning analysis.
- 2) Preliminary code review focusing on Building/Occupancy Classifications, Height and Area Limitations, Construction Classifications and other high-level code requirements needed to assess programmatic uses, occupancies and building size.
- 3) Order-of-magnitude cost estimates for each alternative and conceptual construction cost estimates sufficient to compare costs of each scheme and alternate PABT rehabilitation and rebuild proposals. Where alternatives include proposed platforms over existing roadways and/or proposed towers over bus facilities, estimates shall include a specific breakout of assumed penalty costs in excess of “Greenfield” construction costs.
- 4) 2-D and 3-D graphics and other presentation-grade exhibits as required.
- 5) Financial analysis (“one-page”) based on high-level, per square foot platform construction and development costs.
- 6) Floor plans and sections showing required bus function levels, bus parking and passenger gate configurations, horizontal and vertical vehicular and pedestrian circulation needed to support proposed operations, diagrammatic bus facility infrastructure requirements (emergency egress, MEP plant, etc.), and space allocations for structural and core infrastructure required to support any proposed overbuild and platform ventilation, where applicable.
- 7) Typical floor plans and massing of the proposed overbuild structures showing diagrammatic core and unit arrangement/lease spans.

- 8) Supporting material as required to illustrate the entire development concept, to include but not be limited to zoning, gross and rentable area calculations, axonometric massing diagrams and diagrammatic site and floor plans illustrating the feasibility of the various options.
- 9) Bus operations simulation of the Lincoln Tunnel, local roadways, ramps, bus staging and/or parking facility and passenger terminal to demonstrate the impacts of each system element on the performance of the entire network.
- 10) Traffic, Structural, MEP, FP, and Electronics conceptual narratives and design guidelines.
- 11) CFD Analysis for site assemblages requiring compliance to NFPA standards.
- 12) Phasing and logistics plan.
- 13) Functional traffic plans detailed to determine the operational capacity of the WSBF and PABT at all critical milestones during construction.
- 14) Functional traffic plans showing: connectivity between the PABT, New York Lincoln Tunnel corridor, PABT ramps, local streets and WSBF (staging, parking, and/or terminal), including horizontal and vertical alignment; bus staging/parking/gate layouts for each bus level of the WSBF (staging, parking, and/or terminal); identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps and local streets, internal bus volume flow diagrams throughout the PABT and WSBF (staging, parking and/or terminal), assessment of pedestrian circulation elements within the WSBF (staging, parking and/or terminal) and PABT including stairways, corridors, doorways, escalators, elevators and queuing areas, as well as pedestrian circulation along the perimeter of the WSBF and PABT and signalized intersections; minimum required vertical clearances and maximum permitted pitches and slopes within the WSBF (staging, parking and/or terminal) and PABT, any other information needed to illustrate revised bus and/or pedestrian operational flows; and determine impacts, if any, to the WSBF (staging, parking and/or terminal) and/or to PABT performance.
- 15) Functional traffic plans to determine the operational capacity of the WSBF at all critical milestones during construction, including: identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps and local streets; identification of traffic operations and bus flows within the WSBF (staging, parking and/or terminal), PABT, New York Lincoln Tunnel corridor, PABT ramps, local streets during the AM and PM peak hours for each construction stage; construction staging plans, including closures, detours and temporary facilities, if needed; identification of detour routes and related traffic impacts for each construction phase; identification of traffic operations along the local street network during each construction sequence; identification of impacts to bus operations and capacity limitations during each construction phase.

## J. PRELIMINARY ANALYSES/STRATEGIES FOR CONCEPTS DEVELOPMENT

1. General Deliverables for each analyses/strategies concepts investigation includes but is not limited to:  
Sustainability checklist(s) and narrative(s)
2. Deliverables specific to the Intercity Bus Network Planning pre-concepts includes but is not limited to:
  - a. Site and building plans, elevations, and sections including cross and longitudinal sections. Include proposed new construction with overbuilds.
  - b. Pedestrian and vehicular access/circulation diagrams showing: external and internal vehicular flow diagrams; bus gate and position layouts; external and internal pedestrian circulation flow diagrams, approximate location and size of primary circulation elements and other information needed to illustrate bus and/or pedestrian operational flows.
  - c. Traffic functional plans and narratives to support order of magnitude cost estimating. Traffic functional plans shall include but not be limited to: bus gate/position layouts for each bus level of the PABT; origin-destination tables and traffic volume flow maps for the PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections); pedestrian circulation elements within the PABT, including stairways, corridors, doors, escalators, elevators and queuing areas and pedestrian circulation along the perimeter of the PABT and adjacent signalized intersections.
  - d. Origin-destination tables and volume flow maps shall be developed for peak hours.
  - e. Conceptual basis of design document incorporating all disciplines
  - f. Order-of-magnitude cost estimates

## K. CONCEPTS DEVELOPMENT

1. General Deliverables for Master Plan Components alternatives include but are not limited to:
  - a. Accessibility and code reviews
  - b. Land use and zoning analyses
  - c. Screening criteria document
  - d. Urban planning analysis
  - e. Renderings/vignettes depicting two (2) different urban design options for each concept
  - f. Conceptual drawings for disciplines that shall include, but not be limited to, Architectural, Mechanical, Structural, and Traffic
  - g. Origin-destination tables and volume flow maps shall be developed for peak hours

- h. Bus-routing strategies
  - i. Bus-type distribution plans
  - j. For all disciplines, technical narratives, that include but are not limited to pros and cons, and recommendations
  - k. Narratives related to security features sufficiently to develop an order-of-magnitude construction cost estimate
  - l. Conceptual construction phasing and logistics plans and schedules
  - m. Order-of-magnitude cost estimates
  - n. PowerPoint presentations summarizing each of the Master Plan Components with concepts (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task)
  - o. Illustrative 2-D and 3-D renderings and models describing key aesthetic concepts for internal and external stakeholders.
2. Deliverables specific to individual Master Plan Components includes but is not limited to:

CFD analysis for concepts including decked-over roadways.

#### L. CONCEPTS

1. General Deliverables for Master Plan Components concepts include but are not limited to:
  - a. Sustainability checklist(s) and narrative(s)
 

Conceptual drawings; site and building plans, elevations, and sections including cross and longitudinal sections
  - b. Traffic functional plans and narratives to support order of magnitude cost estimating. Traffic functional plans shall include but not be limited to: bus gate/position layouts for each bus level of the PABT; origin-destination tables and traffic volume flow maps for the PABT terminal bus gates/positions, New York Lincoln Tunnel corridor, PABT ramps and local streets (including vehicular and pedestrian conditions along the perimeter and at signalized intersections); pedestrian circulation elements within the PABT, including stairways, corridors, doors, escalators, elevators and queuing areas and pedestrian circulation along the perimeter of the PABT and adjacent signalized intersections.
  - c. Origin-destination tables and volume flow maps shall be developed for peak am and pm hours. For alternatives concepts where the existing parking area is affected, origin-destination tables shall also include reassignment of trips to/from public parking areas.

- d. Conceptual basis of design document incorporating traffic and bus planning; structural, mechanical systems, electrical, plumbing and fire protection all disciplines
  - e. Conceptual construction phasing and logistics plans and schedules. Logistics shall include relocation of buses and tenants space, Authority space, and passenger amenities during construction.
  - f. Order-of-magnitude cost estimates for each concept
  - g. Concepts narratives For all disciplines, technical narratives, that include but are not limited to pros and cons, and recommendations,
  - h. Concepts screening charts and diagrams
  - i. Develop Power Point slides for incorporation into main presentation prepared by others.
  - j. Develop renderings/vignettes showing the intent of each concept (two per concept).
  - k. Prepare 2-D and 3-D renderings and models depicting key aesthetic concepts for internal and external stakeholders.
  - l. Submit a PowerPoint presentation summarizing each of the Master Plan Components with concepts (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task)
2. Deliverables Specific to Individual Master Plan Components shall include but not be limited to:
- a. North Wing Rehabilitation with Tower Overbuild  
Narrative for North Wing overbuild and PABT building systems
  - b. Submit an Interim Report entitled “Master Plan Component PABT Rehabilitation/Reconstruction Concepts Interim Report” at the 50% and 100% milestones for Authority review. The report shall include the Master Plan Components with concepts (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task))  
  
The report shall expand upon the “PABT Rehabilitation/Reconstruction Alternatives Interim Report”
  - c. Interim Report for the West Side Bus Facility (WSBF) Concepts (Optional Task) at the 50% and 100% milestones for Authority review.

The report shall expand upon the West Side Bus Facility (WSBF) Alternatives (Optional Task)

**M. TRANSPORTATION/TRAFFIC ENGINEERING STUDIES AND SIMULATION PROJECT DELIVERABLES**

**1. Traffic Studies & Simulation**

The Consultant shall submit traffic studies and simulation for review by the Authority at the 50% and 100% milestones for all concepts.

**2. Training Seminar**

The two-day (16 hour-total) training seminar for the Authority's staff will occur after the Consultant has calibrated the Existing Conditions Traffic Model.

The Authority may request up to five (5) presentations to be prepared and delivered by the Consultant. Presentations shall be delivered in a timely manner, within two weeks of the request.

**3. Technical Reports/Memorandum**

Submit twelve (12) draft and final copies of the Technical Report or Memorandum at the end of each task. Each technical report or memorandum shall first be submitted in draft form for review by the Authority's staff prior to the submittal of the final deliverables.

**4. The deliverables for Transportation/Traffic Engineering Studies & Simulation are described below. Each Technical Report or Memorandum shall first be submitted in draft form for review by the Authority prior to the submittal of the final deliverables. Twelve (12) draft and final copies shall be submitted for each deliverable.**

- a) Deliverable 1: submit Origin Destination tables and volume flow maps for each hour of a 12-hour period.
- b) Deliverable 2: submit a Technical Memorandum summarizing what data has been collected from which sources and what data must be gathered prior to developing the traffic simulation models
- c) Deliverable 3: submit photographs from the Physical Conditions Inventory shall be appropriately edited, formatted and labeled for submittal to the Authority in electronic format. Data collected (including vehicle headway, turning movement counts, queue measurements, pedestrian counts, travel time surveys, etc.) shall be included in a Technical Report that details the data gathering processes and results. The Technical Report shall detail the potential impacts of all existing projects identified that may have affected data collection, if any.
- d) Deliverable 4: submit results generated for the development of the PABT's incremental capacity short-fall through 2040 and, in the case of a new WSBF, program requirements for a new commuter and inter-city bus terminal based on traffic projections through 2040 (either combined or in separate facilities).
- e) Deliverable 5: submit a Technical Memorandum that details the process and results of the Model Development Strategy Session, including the actual Methods of Effectiveness (MOEs) determined during the meeting.

- f) Deliverable 6: results generated by the existing conditions traffic simulation models and analysis shall be detailed in a Technical Report to be submitted to the Authority, along with the process of model development. The calibration process and calibration results shall also be included in the Technical Report. In addition, submit all VISSIM simulation electronic files on a CD.
- g) Deliverable 7: results generated by the future no-build conditions traffic simulation models and analysis shall be detailed in a Technical Report to be submitted to the Authority, along with the process of model development. The calibration process and calibration results shall also be included in the Technical Report. In addition, the submit all VISSIM simulation electronic files on a CD.
- h) Deliverable 8: results generated by the future build conditions traffic simulation models and analyses shall be detailed in a Technical Report to be submitted to the Authority, along with the process of model development. The calibration process and calibration results shall also be included in the Technical Report. In addition, submit all VISSIM simulation electronic files on a CD.
- i) Deliverable 9: results generated for each future build concept traffic simulation models and analysis of construction staging scenarios traffic shall be detailed in a Technical Report to be submitted to the Authority, along with the process of model development. The calibration process and calibration results shall also be included in the Technical Report. In addition, submit all VISSIM and/or simulation electronic files on a CD.
- j) Deliverable 10: Simulation model results for all concepts shall be documented in a single Technical Memorandum.
- k) Deliverable 11: Technical Reports and Memoranda described above in Deliverables 1 to 9 shall be integrated into a single Draft Report. The Final Report shall include but not limited to:
  - 1) All Authority comments made during the review of the Draft Report shall be addressed and incorporated as required.
  - 2) Meeting minutes shall be organized by meeting date and included in the Appendix.
  - 3) Summary of calibration parameters and assumptions for each Simulation Model.
  - 4) Detailed explanation of the methods of analysis used.
  - 5) Summary of data inputs and results of the simulation models.
  - 6) Quality Assurance/Quality Control Plan(s) shall be included in the Appendix, if not as part of the body of the report.
- l) Deliverable 12: Training Seminar shall cover the assumptions and criteria used in developing and calibrating the existing conditions model and in defining traffic MOEs.
- m) Deliverable 13: Submit a progress report to the Authority at the end of each month for the duration of the project. Monthly Progress Report shall list the status of each of Deliverables 1-11 and shall detail all work performed and spending on

each task in the preceding month. Submit the monthly progress report no later than the fifth (5) calendar day of each month for the duration of the Consultant's performance under this agreement.

N. MASTER PLAN PACKAGE

The Master Plan Package shall include but not be limited to:

1. Screening criteria and comparative review matrix.
2. Master Plan drawings, plans, site and building sections, elevations, Master Plan narrative and analysis, with sequencing of construction and financial expenditures over the construction duration.
3. Master Plan narratives to include but not be limited to the following disciplines: architectural, urban planning, traffic, structural, MEP, FP and electronics.
4. Master Plan construction phasing and logistics plans and schedule.
5. Master Plan order-of-magnitude cost estimate
6. Incorporation of cost-benefit analysis prepared by the Authority
7. Comprehensive traffic VISSIM model
8. Prepare 2-D and 3-D renderings and models describing key aesthetic concepts for internal and external stakeholders. Master Plan Package Interim Report PowerPoint presentation
9. Master Plan Package Interim Report

O. FINAL REPORT

Submit a 50%, and 100% Draft Final Report and Final Report as an electronic Microsoft Word document in 11"x17" format. Incorporate Authority comments as required for the draft reports and resubmit within ten business days. The Consultant shall submit twenty-five (25) bound color hard copies of the Final Report with cover stock front and back, and spiral binding. Cost estimates shall be included as Excel Workbooks; schedules shall be distributed in pdf and other industry standard format(s) requested by the Authority.

The Draft Final Report and Final Report shall detail planning, site assessments, preliminary analyses/strategies, alternatives, conceptual designs and financial assessments conducted for the master planning study. The report shall incorporate the Interim Reports and the Master Plan Package as fully reviewed by the Authority with all comments included. The report shall expand upon the Master Plan Component PABT Rehabilitation/Reconstruction Concepts Interim Report and the West Side Bus Facility (WSBF) Concepts (Optional Task) Interim Report to include but not be limited to:

1. Preliminary Analyses/Strategies (High-Level Midtown Bus Market Analysis, Bus Network Analysis and West Side Bus Facility (WSBF) Preliminary Analysis)
2. Master Plan Components with alternatives (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing

- Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task))
3. Master Plan Components with concepts (Intercity Bus Network Planning, South Wing Minimum Build, North Wing Rehabilitation with Tower Overbuild, North Wing Demolition/Terminal Reconstruction with Tower Overbuild, South Wing Overbuild (Optional Task), Terminal Enhancement Alternatives, South Wing Reconstruction, Terminal Expansion (Optional Task), West Side Bus Facility (WSBF) (Optional Task))

The report shall include but not be limited to:

1. Executive Summary
2. Introduction
3. Existing Conditions
4. Goals and Objectives
5. Study Methodology
6. Sustainability
7. Alternatives
8. Concepts
9. Master Plan Package
10. Transportation/Traffic Engineering Studies and Simulation Project Deliverables
11. Appendix

All analyses, studies, reports, data, etc. provided, submitted and/or produced by the Consultant under this agreement shall be and become the property of the Authority and shall not be reproduced or utilized in any way for any purpose without the prior written consent of the Authority.

## **VI. SCHEDULE AND SUBMISSIONS**

The schedule for specific submissions (see Section IV. Deliverables) as required in the performance of tasks (see Section III. Description of Consultant's Tasks) hereunder shall be as mutually agreed upon by the parties prior to performance of said tasks, except as otherwise noted herein.

## **VII. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY**

The Authority will make available for the Consultant's information the documents specified below. The documents specified under "A" below were prepared for the subject work, or 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 will not be responsible for, their accuracy, completeness or pertinence and, in addition, will not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing 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.

Type B Docs shall be made available to the selected Consultant only.

Said documents are as follows:

A. Type A Docs:

1. West Midtown Bus Parking and Storage Study Final Report dated March 2008 and Technical Memorandum Constructability Analysis: Galvin and Dyer Plaza Bus Storage Facilities
2. West Midtown Properties: Development Analysis dated October 28, 2010 PABT South Wing Comprehensive Physical Assessment dated April 2012
3. PABT South Wing Comprehensive Physical Assessment Phase I Report dated October 17, 2007.
4. PABT MCEP Improvement Study / Programming Report dated November 2012
5. Exhibit A

B. Type B Docs:

1. PABT Functional Drawings
2. PABT Height Clearances Survey for Larger Buses dated March 2011 PABT Occupancy and Egress Analysis dated August 2010
3. Authority Sustainable Design Guidelines Project Manual
4. Authority Codes, Standard Details, Specifications and Authority Engineering Department Engineering/Architecture Division Civil Engineering Design Guidelines (CEDG)
5. PABT Air Rights Design Criteria dated February 27, 2009
6. PABT Improvements Schematic Design dated April 2009 (RSH&P design); SOM design dated 2/12/02
7. Air rights Developer Proposal- Vornado Proposal (Rodger's Tower Proposal)
8. Herrick, Feinstein LLP memorandum dated March 3, 2008 re. PABT North Parcel
9. Metes and Bounds Surveys (PA properties only)
10. Topographic Aerial Survey and PABT Ramp Heights and Clearances
11. Underground Utilities Survey (Galvin and Dyer Plazas)
12. Security criteria
13. NY Lincoln Tunnel-PABT Existing Traffic Simulation Model (VISSIM)

## **VIII. CONDITIONS AND PRECAUTIONS**

A. General

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

2. Vehicular traffic at the PABT shall always have priority over the Consultant's operations.
3. The Consultant shall limit his inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the facility without first obtaining specific approval from the Authority.
4. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

B. Work Areas

1. The Consultant shall perform his work at the PABT site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Chief Engineer. Perform no work at the site on a legal holiday in the State of New York .
2. Conduct field verifications requiring lane closures within Authority jurisdiction between the hours of 10:45 P.M. and 4:40 A.M. for single lane closure and of 12:45 A.M. and 4:30 A.M. for multiple lane closure.

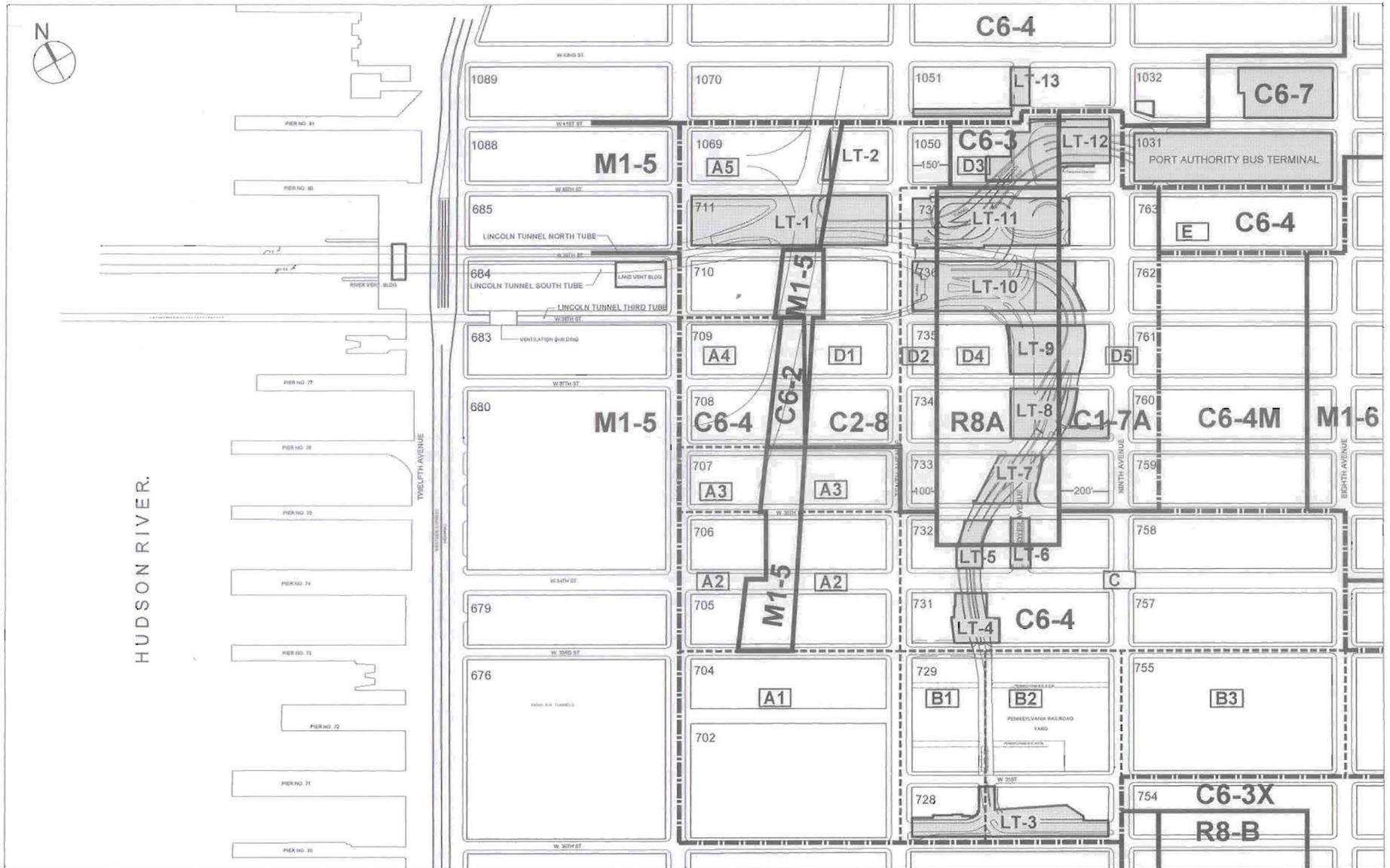
C. Identity Checks and Background Screening

The Consultant and any sub-Consultant shall follow security requirements at the PABT facility, which may include but not be limited to:

1. 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 for Facility badging.
2. 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](http://www.secureworker.com) or call 1-866-477-7922.

\*\*\*

EXHIBIT A



10/16/2009

PANYNJ West Midtown Properties

- C6-4** ——— New York City Zoning District
- Hudson Yards Special District Boundary
- A1** - - - - - Subdistricts/Subareas
- PANYNJ Parcel

# Exhibit I

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

---

AND

### THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

**WHEREAS**, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with \_\_\_\_\_ (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

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

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

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

**WHEREAS**, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

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

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

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

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

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

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

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.
- (iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

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

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

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

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

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

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

(i) **“Port Authority Handbook”** means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) **“Project Purposes”** means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

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

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

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

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

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

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

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

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

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

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

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

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

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

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

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

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. **“Port Authority Legislation”** shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

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

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

Original to the Port Authority: \_\_\_\_\_  
The Port Authority of New York and New Jersey  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: The Port Authority of New York and New Jersey  
225 Park Avenue South - 14<sup>th</sup> Floor  
New York, NY 10003  
Attn: General Counsel's Office c/o Caroline Ioannou, Law  
DISO

If to the Recipient: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

**RECIPIENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL**

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**ACKNOWLEDGMENT BY RELATED PARTY ENTITY**

The undersigned, \_\_\_\_\_, is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (“**Related Party**”), located at \_\_\_\_\_, and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of \_\_\_\_\_ in connection with \_\_\_\_\_ for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT II**  
**READING ROOM GUIDELINES**

**PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL,  
AND ENGINEERING SERVICES TO PREPARE A MIDTOWN BUS MASTER PLAN  
ON AN “AS-NEEDED” BASIS (RFP # 32797)**

To all Proposers:

Welcome to the Reading Room.

The documents provided in this Reading room have been made available for your examination. The Port Authority makes no representation or guarantee, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions drawn therefrom. These documents are made available merely for the purpose of making available such information as is in the possession of the Port Authority and which it is able to make available, whether or not such information may be accurate, complete or pertinent or of any value to prospective Proposers.

Please take a moment to read and become familiar with the guidelines that are to be followed while using the Reading Room.

1. Documents provided cannot be removed from the Reading Room.
2. When handling the documents, take the following precautions:
  - Do not make any marks on the pages.
  - Do not spindle, fold or mutilate any pages.
  - Do not trace, alter, tear, bend or handle the pages in such a way as to cause damage to any pages.
  - Do not tear out any pages.
  - Do not refold pages in a new or different way.
  - Use only Post-It notes or slips of paper for marking your place. Remove all page markers before leaving the Reading Room.
3. Duplication of documents by camera, scanner, photocopier or other means is prohibited.
4. Laptop or other device for taking notes is permitted but the Proposers must supply their own electrical (110v-120v) connections. Internet connection is prohibited.
5. The Port Authority shall not be held responsible for the loss, damage or theft of any Proposer’s electronic equipment or personal items brought into the Reading Room.
6. Access to the documents is by appointment only. If you require further examination of the documents provided, kindly schedule another appointment by contacting Tracy Tiernan during the hours of 9:00 AM through 3:00 PM, Monday through Friday at 201-395-3442.

\*\*\*\*\*

If you have read and accept the guidelines, please fill out the information requested below. Failure to sign this statement and agree to all the above conditions shall preclude you from having access to the available documents.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/email: \_\_\_\_\_

Date and Time: \_\_\_\_\_

**P.A. Agreement #\*\*\*-13-\*\*\***  
DATE

FIRM NAME  
ADDRESS  
CITY, STATE ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING,  
ARCHITECTURAL, AND ENGINEERING SERVICES TO PREPARE A  
MIDTOWN BUS MASTER PLAN ON AN "AS-NEEDED" BASIS**

Dear Contact:

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

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

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

For the purpose of administering this Agreement, the Chief Engineer has designated <NAME>, <TITLE>, to act as his duly authorized representative. The Project Manager for this project is <NAME>, at (\*\*\*) \*\*\*\_\*\*\*\*, or e-mail address [\\*\\*\\*\\*\\*@panynj.gov](mailto:*****@panynj.gov).

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

4. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief Engineer for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Chief Engineer in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief Engineer and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the

performance of the specifically requested services under 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 an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

5. 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 if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

6. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. All 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 professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional 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 combined total of each of the approved estimated costs, 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.

8. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 4 and 7 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, 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; for work performed at Authority office(s), as mutually agreed upon, 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 working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of 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 adjustment setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase 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 a) in accordance with the program of periodic merit and cost of living increases normally administered by it, b) warranted by increased costs of providing services under this Agreement, c) 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 shall in all cases be finally determined by the Chief Engineer or his designee, in their sole and absolute discretion.

Notwithstanding the above, the multipliers set forth in the second and fifth lines of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners or principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in

advance by the 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 \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

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

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

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

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

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

The expenses do not include 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 mailing and delivery charges; typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses its personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the General Services Administration) - <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 shall be reimbursable hereunder when approved in advance in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration (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 \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to 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 that 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 and billing rates referred to in subparagraph A above.

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

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

10. On or about the fifteenth (15<sup>th</sup>) 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 shall, 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 shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief Engineer through the date of termination, minus all prior payments to you.

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

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

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

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

16. 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 shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design,

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

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

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

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

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

which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women: and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

## 21. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable, and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security sites, and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols, any person with a criminal record with respect to certain crimes, or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, or may 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:

- Consultant/Subconsultant identity checks and background screening

The Consultant may be required to have its staff, and any subconsultant's staff, 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 subconsultant may also be required to use an organization designated by the Authority to perform the background checks.

The Port 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 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.

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

- Issuance of Photo Identification Credential

No person shall be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credential 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 shall be billed for the cost of the replacement identification credential. Staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working, or leaving an Authority construction site or facility.

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identify and SSN verification.

- 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 shall require the observance of

certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated secure areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection, and monitoring by Port Authority Police or Authority retained consultant security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultant's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Consultant, subconsultant, or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording, or sketches made of the Authority construction site 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

The Agreement may require access to Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, 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 CI. 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 upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

Consultant, therefore, may be required to execute the Authority's Non-Disclosure and Confidentiality Agreement and any Acknowledgements required therewith.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information 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.

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

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

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

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

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

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

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

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

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

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

### 23. COMMERCIAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

#### A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. If vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort approved in writing by the Project Manager. If, at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than \$25,000,000 combined single limit per occurrence/accident. In addition, the policy (ies) shall include the "The Port Authority of New York and New Jersey and its related entities as additional insureds" and the policy (ies) and its certificate must contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the Agreement to include any warrantee/guarantee period.

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

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) Endorsement to eliminate any exclusions applying to the explosion, collapse and underground property damage (XCU) hazards.
- b) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- c) Coverage for work within 50 feet of railroad
- d) If the services of the Consultant, 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/accident as provided herein.

**B. Workers' Compensation Insurance:**

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

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

**C. Professional Liability Insurance:**

1) The Consultant shall take out and maintain Professional Liability Insurance coverage of not less than \$5,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

2) Compliance:

3) Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance, including but not limited to the cancellation endorsement along with the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail to the Project Manager.

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

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

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

7) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority and its related entities 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.

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request), 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 foregoing certifications, shall be deemed to be made by the Consultant as follows:

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

\* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "25G.", 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 Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that

the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

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

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

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

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on 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.

## 27. NO GIFTS OR GRATUITIES

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

As used herein “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term “Port Authority” or “Authority” shall be deemed to include all subsidiaries of the Authority.

The Consultant shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

## 28. NON-DISCLOSURE/CONFIDENTIALITY, OFFERS OF EMPLOYMENT

During the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief Engineer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement, and may be required to have such subconsultants execute Acknowledgements to the Authority’s Non-Disclosure and Confidentiality Agreement.

## 29. 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 any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant’s participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such 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 Engineer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the

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

### 30. DEFINITIONS

As used in sections 24 to 29 above, the following terms shall mean:

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

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

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

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

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

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

FIRM NAME

- PAGE 20 -

DATE

32. 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.

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

Very truly yours,

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

Lillian D. Valenti  
Director  
Procurement Department

Date \_\_\_\_\_

ACCEPTED:

FIRM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS**

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "33" to "34" and insert a new Paragraph "33": as follows:

33. 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 PLANNING, ARCHITECTURAL, AND ENGINEERING SERVICES  
TO PREPARE A MIDTOWN BUS MASTER PLAN ON AN “AS-NEEDED” BASIS  
(RFP #32797)**

**AGREEMENT ON TERMS OF DISCUSSION**

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification, 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. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

**ATTACHMENT C**

**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL, AND ENGINEERING SERVICES TO PREPARE A MIDTOWN BUS MASTER PLAN ON AN “AS-NEEDED” BASIS (RFP #32797)**

1. Company Name (print or type):

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

3. Business Telephone Number: \_\_\_\_\_

4. Business Fax Number: \_\_\_\_\_

5. Firm website: \_\_\_\_\_

6. Federal Employer Identification Number (EIN): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

9. Officer or Principal of Firm and Title:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If your firm is an M/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.