

June 17, 2013

**SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL CONSTRUCTION MANAGEMENT AND RELATED TECHNICAL SERVICES FOR THE LAGUARDIA AIRPORT REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS (RFP# 33824)**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to provide Expert Professional Construction Management and related Technical Services for the LaGuardia Airport Redevelopment Program on an “as-needed” basis. The scope of the tasks to be performed by the Consultant are set forth in Attachment A to the Authority’s Standard Agreement (the “Agreement”) included herewith, and will consist of performing multi-discipline Civil, Structural, Electrical, Mechanical Engineering, Construction Management and related services required under the LaGuardia Airport (LGA) Redevelopment Program. You should carefully review the Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

The actual schedule for performance of the construction contracts and related services contemplated under the LGA Redevelopment Program, may subsequently be determined to give rise to, or the appearance of, a conflict of interest. Proposers are advised, that while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time, that performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that the firm(s) selected for performance of the subject services, are expressly precluded from participation in, or the performance of, other LGA Redevelopment Program contracting opportunities. Your attention is directed to paragraph 31, of the attached Standard Agreement.

**I. PROPOSER REQUIREMENTS:**

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

- A. Experience in construction management of large-scale projects including but not limited to design-build of new parking garages, as well as construction of elevated roadways, utility infrastructure improvements, airfield modifications, demolition of existing hangars, marine work including design-build of deck extension and new building inspection services for at least 3 projects of similar scope over the last 10 years immediately prior to the due date of proposals, each with a construction value of not less than \$100M;
- B. Offices located in the NY/NJ Metropolitan area;
- C. Minimum Staff:
  - 1. A minimum of fifty (50) construction management, construction inspection personnel, with at least:

- a. two (2) of the total personnel must be Licensed Engineers in the State of NY;
  - b. one (1) of the total personnel must be a Registered Architect in the State of NY;
  - c. ten (10) of the total personnel must have a bachelor's degree in civil, mechanical, electrical engineering and/or architecture;
- (The same individuals may be counted for items a, b, and/or c.)
2. 30 personnel shall have certification in at least one of the following specialties, with at least one person certified in each of the following:
    - a) ACI Concrete Construction Special Inspector;
    - b) ICC Certification as a Structural Steel and Bolting Inspector;
    - c) AWS Certified Welding Inspector;
    - d) ICC Certification as Structural Masonry Inspector;
    - e) NICET level II and III Geotechnical Certification;
    - f) NICET Level II in Fire Alarm Systems;
    - g) NICET Level II in Fire Protection Inspection and Testing of Water Based Systems
    - h) ICC Certification in Spray Applied Fire Proofing Special Inspections;
- D. Certificate of Authorization to practice Professional Engineering in the State of NY.

## **II. PROPOSAL FORMAT REQUIREMENTS:**

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

- A. To be acceptable, this Proposal shall be no more than **40** pages (single-sided using 12 point or greater font size), not including resumes. Each resume shall be 2-page maximum, single-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 33824** 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.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address Proposal to: The Port Authority of New York and New Jersey, Two Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, NJ 07302, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and six (6) copies, along with one (1) compact disc copy, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposals and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**.

Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.

- E. Submit your Proposal in sufficient time so that the Authority receives it **no later than 2:00 p.m. on July 8, 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.

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

### **III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company.
- B. Complete a copy of Attachment C (Company Profile).
- C. Demonstrate your compliance with the prequalification requirements listed in Section I, Proposer Requirements, above.
- D. The "multiplier" referred to in the second and fifth lines of subparagraph 9.A of the accompanying standard agreement including a breakdown of said multiplier, indicating all of its components (e.g., vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit). The multiplier in the second line shall be applied to work performed at the Consultant's offices. The multiplier in the fifth line shall be applied to work performed at the Authority's offices/facilities.
- E. Include the resumes of all full-time engineering and technical personnel of your firm who will be assigned to perform the requested services.
- F. The name(s), title(s) and hourly rate(s), as well as resumes for engineering and technical personnel who will be assigned to perform any services requested. Indicate billing rates for partners or principals and actual hourly rates for all other billable employees. Compensation for premium pay (i.e. holidays, shift differentials, regular days, weekends and night work or union required payments must be included). Typical job titles may include but are not limited to the following:
  - 1. Principal or Partner (Billing Rate)
  - 2. Senior Resident Engineer(s) (Actual Hourly Rate)
  - 3. Resident Engineer(s) (Actual Hourly Rate)
  - 4. Construction Safety Engineer(s) (Actual Hourly Rate)
  - 5. Senior Field Engineers/Inspectors (Actual Hourly Rate)
  - 6. Field Engineers/Inspectors (Actual Hourly Rate)
  - 7. Jr. Field Engineers/Inspectors (Actual Hourly Rate)

8. Contract Administrator(s) (Actual Hourly Rate)
  9. Scheduler(s) (Actual Hourly Rate)
  10. Cost Estimator(s) (Actual Hourly Rate)
- G. Specific relevant experience of your firm. For all projects referenced, include the name of the company, a brief description and the value of services performed, a contact person and current telephone number for verification purposes.
- H. Management Approach
- A detailed description of the proposed Management Approach to be taken in performance of the required services. This shall include, but is not limited to:
1. A staff organization chart for the Project that identifies each area of responsibility (including each firm, if any, on the team). For all intended sub-consultant(s), indicate their MBE/WBE status, with the Authority.
  2. An organization chart that identifies the key individuals, their firms, work locations, and a clear management structure for sharing project responsibilities, work allocation, oversight, deliverable, costs and reporting responsibilities across multiple offices during performance of the services stipulated in Attachment A.
  3. Your proposed organizational structure shall be responsive to the Authority's needs; and shall include your approach and schedule for keeping the client apprised of the project status; and ensuring the quality of the services to be performed. If the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors that the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.
- I. A complete list of your firm's affiliates.
- J. If the Proposer or any employee, agent or subcontractor of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- K. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. ***However, if 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. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

#### **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 following technical criteria, and subsequently cost, as appropriate:

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

After consideration of the forgoing factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the forgoing factors to perform the required services.

#### **V. ADDITIONAL INFORMATION:**

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees". By submitting a proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with 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.

Your attention is directed to Paragraph 23 of the Authority's Standard Agreement in which the Chief Engineer has stated the goals for Minority Business Enterprise participation. A listing of certified MBE/WBE firms is available to you at your request.

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

Should you have any questions, please e-mail them to Ms. Jessica Smith, Solicitation Manager, at [JLSmith@panynj.gov](mailto:JLSmith@panynj.gov). All questions must be received at least five (5) working days prior to the proposal due date. Neither Ms. Smith, nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will

be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. For RFP updates and Addenda, if any, Proposers are encouraged to access, and monitor, the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html>. Once there, select the “Professional Services” tab, and the appropriate solicitation.

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

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

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

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

Sincerely yours,

Tim Volonakis  
Assistant Director  
Procurement Department

Attachments

## ATTACHMENT A

### REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL CONSTRUCTION MANAGEMENT AND RELATED TECHNICAL SERVICES FOR THE LAGUARDIA AIRPORT REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS (RFP #33824)

#### I. BACKGROUND

The Port Authority of New York and New Jersey (the “Port Authority” or “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 all of the region’s major commercial airports [Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia (LGA) and Stewart International Airports], marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

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), a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serving as a critical link in the New York-New Jersey transportation network.

Encompassing 680 acres in the New York City Borough of Queens, LGA is a large hub commercial airport primarily serving domestic markets. Located just minutes from Manhattan, the nation’s financial center, LGA serves a metropolitan area of approximately 19 million people. It is an integral part of this region’s economic activity and serves a key role in the transportation of people and goods. The site of LGA was established in 1920 as a 105-acre private flying field. On December 2, 1939, New York Municipal Airport-LaGuardia Field opened to commercial traffic. It soon became known simply as LaGuardia Airport. The Authority commenced the lease of LGA from the City of New York (“City”) in 1947. In 2004, the Authority and the City entered into an amended and restated Lease Agreement (City Lease) that ensures the Authority’s continued operation of LGA and JFK through 2050. The City Lease limits use of LGA to Municipal Airport Purposes as defined therein.

In October, 2012 the Authority released a Project Briefing Book, included herewith and made a part hereof, as part of its Request for Qualifications (RFQ), in its efforts to prequalify contractors for the LaGuardia Airport (LGA) Central Terminal Building (CTB) Replacement Project, which is part of the LaGuardia Airport Redevelopment Program. The Program consists of the following Projects:

1. LaGuardia Airport Central Terminal Replacement Project
2. LaGuardia Airport Capital Infrastructure Project

### 3. LaGuardia Airport Runway Safety Enhancement Project

Supporting Projects undertaken concurrently, by the Authority, to support the New CTB include: (a) Demolition of Hangars 2 and 4; (b) Improvements to the public airport roads (excluding New CTB frontage Roads) and utilities; (c) Construction of new East End Substation (EES) serving the New CTB and Terminal C and D; (d) Construction of airfield modifications to support the New CTB ramp configuration; and (e) Construction of a new East Garage serving Terminals C and D, and a new West Garage serving the New CTB.

Procurement Method of the Supporting Projects includes Pre-qualified Design/Bid/Build (PL/DBB), Pre-qualified Design/Build (PL/DB) and CM/GC work orders (WO-CMGC). The above Supporting Projects constitute the LaGuardia Capital Infrastructure Program.

## **II. SCOPE OF WORK**

The Consultant shall oversee the performance of the LGARC performing the work under the LGA Capital Infrastructure Project, Runway Safety Enhancement Project, and the Central Terminal Replacement Project. The Consultant shall provide construction and coordination services with other on-going construction projects affected by, or impacting, the LGARC activities on an “as-needed” basis. The basic structure of the Consultant’s team shall be similar to the “Proposed Consultant Team” as shown in the attached Exhibit A, included herewith and made a part hereof. A preliminary schedule for the construction of the LGA Redevelopment Program is as indicated in the “Project Briefing Book” which may be found at the following link: <http://www.panynj.gov/business-opportunities/pdf/project-briefing-book.pdf>.

The services of the Consultant shall generally consist of performing multi-discipline Civil, Structural, Electrical, Mechanical Engineering, Construction Management services specifically related to the construction of large-scale projects. Projects include but are not limited to design build parking garages, elevated roadways, utility infrastructure improvements, airfield modifications, demolition of existing hangars, marine work including design build of deck extension and new terminal construction. The Consultant shall provide construction management and inspection staff for the performance of such services as determined by the Authority. The services of said staff may include, but are not limited to: performing inspection services, constructability review, working with and / or overseeing Building Management Information Modeling (BIM technologies), coordinating facility wide construction activities with facility operations, ensuring permit compliance, performing contract administration services, and preparing construction cost estimates and schedules.

The Consultant’s services shall include, but are not limited to: oversight of the construction services provided by the LGA Redevelopment Contractors (LGARC); the performance of constructability reviews; time based analysis using BIM (4D modeling); the preparation of construction schedules, and cost estimates; during the design and construction phases.

The Authority shall provide furnished and equipped office space at LGA, as appropriate, for the Consultant’s use in performance of the services required hereunder.

## **III. DESCRIPTION OF THE CONSULTANT’S TASKS**

The Consultant’s Tasks hereunder may include, but shall not be limited to:

### TASK A. CONSTRUCTION OVERSIGHT/MONITORING MANUAL

Prepare a Draft Construction Oversight Policies and Procedures Manual (COPPM), identifying oversight activities to be performed by the Consultant in monitoring the construction to be performed by the LGARC. Submit the draft COPPM to the Authority for review. Incorporate Authority comments as directed, and resubmit the COPPM as final. The Consultant shall implement all aspects of the COPPM, as appropriate, and as approved by the Authority.

### TASK B. CONSTRUCTABILITY/BIDABILITY AND GENERAL ENGINEERING REVIEW

1. Provide analyses of the constructability of designs during Design Development (Stage II) and final Design and Contract Document Preparation (Stage III).
2. Assess designs with regard to practical methods of construction during design stages. This analysis may include a qualitative and quantitative analysis, identification of contractor access routes, staging areas and office sites as well as requirements for maintaining vehicular and pedestrian access.
3. Provide input into design options/alternatives on how to maintain facility operations and minimize patron inconveniences.
4. Develop and/or review construction staging and recommend changes, as appropriate, throughout the construction phases of the contract.
5. Ensure that design and or construction changes be incorporated into the Building Information Modeling maintained by the LGARC with the intent of providing an as-constructed model at the completion of the work.

### TASK C. COMMUNICATIONS MONITORING AND RECORD KEEPING

1. Monitor communications between the Authority and the LGARC during the construction phase. This shall consist of all formal correspondence that deals directly with the performance of the LGARC construction services and other related services by others, unless otherwise directed by the Authority.
2. Develop and maintain (update on a daily basis) a complete computerized record keeping system (as proposed by the Consultant and approved by the Authority) to electronically store all documents (relating to all major project actions) and all project records directly related to the performance of the LGA Redevelopment construction activities. Stored documents shall include, but not limited to: correspondence, contract modifications, claims (submittals, analysis, and resolutions), inspector daily reports, daily diaries, Daily Mitigation/Regulatory Status Reports (including reports of Compliance or Nonconformance), log of Resident Engineer and LGARC correspondence, Requests for Information (with corresponding #), submittal log, force account log, change notice/change order log, and potential claim log, emergency contract issues and safety related documents. The system shall be capable of selective data manipulation, word search and retrieval.
3. Provide services in support of administering construction contracts including developing

and processing of post award contract changes (PACC) and change orders, processing time and material records (T&M), payment applications, analysis of contractor claims, updating of computer databases such as WINTRAK, status reporting, document control, and attending contractor status meetings.

4. Document Management:

- a. Organize and index electronic and hardcopy files for easy access according to standards proposed by the Consultant and approved by the Authority.
- b. Updates of the digitized files shall be provided to the Authority on a quarterly basis. Keep and protect all original papers.
- c. All files shall be delivered to the Authority at the conclusion of this Agreement.

TASK D. PRE-CONSTRUCTION SERVICES

Prior to the start of on-site construction services by any of the LGA Redevelopment Contractors, meet with the Contractor(s) to confirm Contractor(s) compliance with contract requirements relating to organizational structure, and to review the Contractor's administrative procedures relating to submittals and schedules for compliance and appropriateness. Any discrepancies shall be raised.

TASK E. COST ENGINEERING/ESTIMATING SERVICES

Provide cost engineering and estimating services throughout design and construction stages in accordance with the Authority's "Construction Cost Estimating Guide", a copy of which is available from the Project Manager. Provide an estimate of time required to complete construction, as well as an estimate of delivery times for all long-lead items

TASK F. MEETINGS AND MEETING FACILITATION

The Consultant shall be responsible for facilitating and scheduling all meetings, as noted below. This shall include: arranging for the meeting location, and providing presentation equipment and materials as required (and as provided by the Authority) to conduct the business of the meeting (including presentation equipment and materials (e.g. overhead projectors, viewgraphs, charts, etc. as provided by The Authority)); preparing and distributing each meeting's agenda in advance of the meeting; notifying all required attendees; taking and subsequently distributing minutes to all participants for review; receive comments or requests for corrections, and incorporate as appropriate; reconcile discrepancies in parties' understanding of the minutes; and prepare and submit the final minutes as to the LGA Redevelopment Contractors, as appropriate, and the Authority. Meeting minutes shall include an "Action Item List" with a general discussion regarding each Action Item, proposed or recommended approach(s) or solution(s) if any have been proposed) to completing the item, and the name of the responsible party tasked with resolving the Item, and current status if unresolved and implemented.

Meetings shall include:

1. Pre-Design and Pre-Construction Meetings

Ensure that construction management consultants/service providers for contracts under the LGA Redevelopment Program receive ample notification so that they can attend and

participate in all necessary pre-design, pre-construction, and during meetings conducted between the Consultant and the LGA Redevelopment Contractors, as appropriate. These meetings shall coordinate all interrelated design and construction activities and establish mutually agreed upon schedules that avoid interference with, and delays of, required construction activities.

2. Progress Review Meetings

a. Arrange for and conduct weekly review meetings with the LGARC for the purpose of reviewing the job status.

b. Agenda shall be developed with input from the LGARC and the Authority.

3. Participate in, document and facilitate other meetings as the Authority may require. Meetings attended by the Consultant that are not at the specific request of the Authority shall be subject to the advance approval of the Authority. Meetings the Consultant is required to attend include:

a. Meetings between the Authority and the LGA Redevelopment Contractors

b. Disputes Review Board meetings

c. Coordination meetings with local government representatives, regulatory agencies, utilities and others as required

d. Coordination meetings with the LGA Resident Engineer's Office for other contracts that are on-going and not part of the LGA Master Redevelopment Program or other on-going contracts affected by the LGARC activities.

TASK G. SCHEDULE MANAGEMENT

1. The LGARC shall be required to develop a cost-loaded, detailed, project schedule, using the Critical Path Method (CPM). The schedule shall provide for all major project elements included in the construction, systems integration, and testing, regulatory permitting processes and Authority required operational approvals so that the LGA Redevelopments Program is scheduled in the most efficient manner. The LGARC are responsible for maintenance of the project schedule and preparing and submitting monthly updates of progress. The Consultant shall monitor receipt of said CPM Schedules and all updates thereto, and notify the LGARC as appropriate, so that they are aware of required submittals. The Authority will receive the information from the LGARC and use it to develop and maintain a Master Project Schedule that includes all contracts for the LGA Redevelopment Master Program and other on-going construction contracts, facility operations, or activities that interface in any way with said program.

2. Monitor and review the LGARC schedule submissions for compliance with contract requirements. Inform the LGARC as soon as practical, if the submitted schedule does not meet said requirements, providing your reason for said conclusion, and notify the Authority. Approve schedules that meet the contract requirements. When a schedule does not meet the stipulated requirements, recommend withholding such deductions or penalties, from the progress payments to the LGARC as required. Compare LGARC work progress with the approved schedule (for performance of its services), so that any delays or potential delays are identified as early as possible. When delays

are identified, upon the direction of the Authority develop and recommend corrective measures as required to minimize or mitigate delays and/or cost to the Authority.

#### TASK H. COST MANAGEMENT

1. Provide a cost reporting system for the construction oversight services performed by the LGARC on a per task, for all the Consultant's tasks. The system shall be as proposed by the Consultant and approved by the Authority.
2. When cost data (i.e. invoices, change notice proposals, etc.) are received from the LGA Redevelopment Contractors, the Consultant shall perform a cost analysis to evaluate the reasonableness of the submission. Based on this cost data, the Consultant shall prepare and update (as new submissions are reviewed and processed) project cost forecasts.
3. The LGARC's schedule, described in Task G above, shall be cost-loaded. The LGARC are required to prepare and submit its invoices based on the percentage of work completed as indicated in the cost-loaded schedule. The earned value shall be the basis for each monthly payment. Earned value shall be defined as the percentage of work completed and cost incurred, based on the Authority approved milestone schedule. The Consultant shall be responsible for certifying the earned value prior to authorizing payment of the invoices.
4. Once the progress schedule (created by updating the cost loaded schedule to reflect actual work progress and payments made to date) has been prepared, or updated by the Consultant to reflect earned value for each activity worked on during the update period, the Consultant shall receive, analyze for appropriateness, and process the LGA Redevelopment Contractors invoices. The Consultant shall make appropriate recommendations for modifications thereto, or payment thereof, providing reasons therefor to the Authority.
  - a. When the Consultant and the LGARC disagree on the invoiced amount, the review the differences with the said Contractor(s) and work with the Contractor(s) to reconcile the invoice amount with the earned value as determined by the schedule and direct the Contractor(s) to resubmit the invoice.
  - b. In the event that the Consultant and the LGA Redevelopment Contractor(s) cannot reach agreement on the percentage of work completed for any scheduled activity, the Consultant shall submit a description of the disagreement to the Authority, along with its analysis and the Contractor(s) analysis, if provided. The Authority will make a final determination of progress and earned value for payment.
5. Cash flow projections

Cash flow projections shall be prepared by the LGARC based on its cost-loaded schedule, as approved by the Authority, and submitted to the Consultant as part of the LGARC bi-monthly Schedule Status Reports. Review the cash flow projections for accuracy and forward them, along with LGARC comments, to the Authority.

In the event that the LGARC are directed by the Authority to proceed with extra work prior to execution of a formal change order, or in the event of a dispute over whether

or not certain work is extra work, the Consultant shall inspect and document the actual personnel, materials and equipment used in performance of the disputed operation(s). The Consultant shall also obtain, review and maintain cost accounting (Force Account) records of work performed by the LGARC (including the actual cost of labor, equipment, and materials used) and reconcile the discrepancies, if any. In the event that the discrepancies are not reconcilable, the Consultant shall follow the process described in subparagraph 4. b. above. The Consultant shall require and verify that this work is entered into the LGARC's schedule as a cost-loaded activity, and its accuracy, before authorizing payment for this work.

6. When work stoppages occur for any reason, the Consultant shall immediately begin conducting field inspections that document the idle workers, equipment and other resources that have been or may be idle as a direct result of the stoppages. When it is expected that long delays in performance of portions of the contract may idle workers and equipment that cannot reasonably be used elsewhere on the contract, the Consultant shall assess the potential cost to the Authority for labor of idled workers, and rental rates of equipment and compare this cost with the cost to remove the affected staff and equipment and then re-mobilize, and thereby determine which approach would be most cost effective for the Authority. As part of this assessment, assess the entitlement issues involving the work stoppages, and provide the above analysis and recommendations to the Authority in a timely manner to minimize the potential for, or the amount of, financial loss to the Authority.

#### TASK I. ADDRESSING ENVIRONMENTAL ISSUES, AND REPORTING

1. Prepare a Daily Mitigation/Regulatory Status Report for the purpose of documenting the LGARC progress in complying or not complying with regulatory permits, and other requirements. The report shall include the Consultant's proposed approach to resolving noncompliance issues. Draft reports shall be submitted to the Authority for review. The Consultant shall incorporate Authority comments as directed and resubmit the reports as final.
2. Notify the Authority when the LGARC construction activities are not in compliance with federal and state regulatory requirements. Evaluate the extent of non-compliance, coordinate resolution with the Authority and with the LGARC and recommend stop work to the Authority if necessary.
3. Review LGARC plans and schedule for implementing environmental compliance requirements, such as the Storm Water Pollution Prevention Plan or Final Wetland Development Plans and submit recommendations to the Authority accepting or rejecting the LGARC plans and schedule, giving reasons therefore.
4. The Consultant shall be equipped with cellular phones and Blackberrys, as required to communicate with the Authority and others, as appropriate, as soon as possible on time-sensitive non-conformance issues.
5. The LGARC are required to stop work and notify the Consultant immediately if, in the course of its work, violations of the environmental regulations occur which are considered serious, or are deemed an emergency. The Consultant shall establish and define the protocol to be followed by the LGARC, prior to the start of construction,

so that the LGARC can identify and distinguish events considered to be serious or an emergency.

6. The Consultant shall be responsible for communicating regulatory agency concerns or changes to construction technique, or approach, to the LGARC.
7. Identify all LGARC proposed changes to the “proposed project” identified in the Project Environmental Impact Report/Environmental Impact Statement, and regulatory permits. The Consultant shall notify the Authority if any of these changes are in conflict with the commitments made in environmental documents or permits, and give the reason therefore, prior to approval of the change.
8. Hazardous Waste (Hazmat) management and remediation will be provided by others.

However, provide all necessary coordination between LGARC, the Hazmat service provider and the Authority as required. The Consultant shall inform the Authority immediately if any unforeseen actual, or suspected, Hazardous Waste is discovered on the site, and inform any other Government oversight agencies as required by law.

#### TASK J. RESPONDING TO DIFFERING CONDITIONS

For the purposes of this document, differing conditions are defined as encounters with hazardous substances, differing site conditions, differing geotechnical conditions, and differing hydrological conditions.

The LGARC are required to notify the Consultant immediately if, in the course of its work, it encounters unexpected conditions that in its opinion constitute actual or potential "differing conditions" as described above. The LGARC are also required to stop work and secure the area pending further instructions.

1. If the potential differing conditions impact health or safety, the LGARC are required to secure the impacted area pending further instructions. Upon such notification, the Consultant shall visit the site immediately, inspect and evaluate the conditions, obtain input from proper authorities, as required, and notify the subject LGARC whether work should be resumed or suspended until further investigation is performed. The Consultant shall keep the Authority informed of events during any period of time when potential differing conditions are under investigation or any work stoppage is in effect.
2. If the potential differing conditions do not impact health or safety, visit the site, as appropriate, to obtain the LGARC’s position and contractual reasons for believing that differing conditions exist. Discuss, with the LGARC, the best solutions to mitigate damage and/or costs to both parties in the contract, and assess whether, according to the contract, the conditions encountered constitute “changed conditions”.
3. Notify the Authority of the status of the situation and provide written recommendations, proposing a course of action, which minimizes delays and the financial impact to the project, within 24 hours of the event.

#### TASK K. PERFORMANCE OF LAND SURVEYING SERVICES

The Authority will make available to the LGARC surveying monuments as shown on the contract drawings. The LGARC shall be responsible for establishing all horizontal and

vertical control points necessary for establishing construction lines and determining grade, elevations and position, as well as for measuring and locating existing facilities not shown in the contract drawings, as necessary to design and build their work. The LGARC are responsible for the correctness of location for their work.

In the event that any of the surveying monuments provided by the Authority are damaged or disturbed, the LGARC are required to re-establish and replace them. The Consultant shall visually monitor the condition of said control points and shall notify the LGARC so that they may be replaced and their location established.

#### TASK L. AUTHORIZING THE LGA REDEVELOPMENT CONTRACTORS TO ENTER RIGHT-OF-WAY AREAS

1. The Consultant shall be responsible for advising the LGA Redevelopment Contractors of those areas for which property rights have been acquired, prior to entry by the LGARC.
2. The right-of-way for the project will be provided by the Authority.
3. In the event any right-of-way disputes occur, the Consultant shall notify the Authority immediately, and attempt to open negotiations to resolve the issue, so as to avoid delaying performance of the LGARC services.

#### TASK M. PERFORMANCE OF SAFETY AUDITING AND RELATED SERVICES

1. Develop and submit a proposed Safety Program that shall govern the safety responsibilities of the Consultant's employees (including its subconsultants) on the project. Incorporate Authority comments as required, and resubmit the Safety Program as final.
2. Prior to the commencement of construction, the Consultant shall request the LGARC submit formal Safety Plans for their work. The Consultant shall review said Safety Plans for conformance with LGARC's contractual requirements. Upon commencement of construction, monitor the LGARC compliance with the safety requirements. LGARC shall retain safety responsibility for its personnel.

The Consultant's and LGARC safety programs shall comply with applicable federal and state laws and regulations and shall incorporate comments as required.

3. In the event of a job site accident, notify the Authority immediately, conduct a site visit, document by means of measurements, photographs and videotape the pertinent area including distant views of the overall site, as well as close ups of details. If directed by the Authority, utilize experts, as proposed by the Consultant and approved by the Authority, or as directed by the Authority, to analyze the circumstances and possible causes of the accident. Findings shall be submitted to the Authority.

#### TASK N: COORDINATION OF AIRPORT OPERATIONS

Coordinate Airport Operations with the LGARC as directed by the Authority. Site specific work plan activities of the LGARC which impact the "Landside", "Airside", "Tenant" or "Airline" airport areas shall be coordinated by the Consultant with the airports operations personnel as approved by the Authority. During pre-revenue testing and start-up phases of the LGA Redevelopment Project elements, coordinate the test activities with the Authority,

affected airlines and affected tenants as appropriate, and as approved by the Authority.

#### TASK O. COORDINATION WITH UTILITY COMPANIES AND OTHERS

1. Provide oversight of the LGARC installation, inspection or coordination of work with utilities and other agencies, including confirmation of one-call.
2. Recognizing that delays to utilities work can have serious effects on the project schedule, fully cooperate with all parties to assist in resolving any problems or disputes, which may arise out of the LGARC dealings with utilities and other agencies.
3. Permit compliance.

The Authority is responsible for obtaining permits listed in its contract with the LGARC. The LGARC are responsible for obtaining all other permits.

Oversee the LGARC activities to obtain the necessary permits and to confirm that the LGA Redevelopment Contractors are complying with permitting requirements, restrictions and mitigation measures.

#### TASK P. REVIEW AND PROCESSING OF CONTRACT SUBMITTALS

1. Obtain the required submittal schedule from the LGARC for receiving, and for documenting receipt of, submittals. Submittals shall include but not are limited to contract specifications and drawings, drawing register, shop fabrication drawings, working drawings, design calculations, manufacturer's catalog information, test procedures, test data, and/or product information.
2. Upon receipt of submittals from LGARC perform a preliminary review to determine if said submittals conform to the contract requirements and forward the material, along with your findings, to the Authority. When the information is returned to the Consultant by the Authority, return it to the LGARC, as appropriate.

#### TASK Q. MONITORING OF RECORD DRAWINGS.

The LGARC are responsible for providing the Authority with complete record drawings (As-Builts). Monitor LGARC preparation of record documents and maintain timely, accurate records of your findings. Payments to the LGARC may be withheld if the Consultant determines that record drawings are not being updated as required to reflect current conditions.

#### TASK R. PROGRESS REPORTS

1. Prepare and submit to the Authority, monthly reports on the status of the projects under your purview. Submit a draft schedule of monthly reports to be prepared and submitted to the Authority for review. The schedule shall include an outline of each proposed report's contents. After review of the proposed schedule by the Authority, the Consultant shall incorporate comments as directed, and submit the revised schedule as final. Reports shall include, but not be limited to, the following:
  - a. Updated Design and Construction Progress (addressing all project components which are included as part of, or impact, the LGA Redevelopment Contractor's services).

- b. Updated Project Schedule Compliance (addressing all project components which impact the performance of the LGA Redevelopment Contractor's services)
  - c. Cost/Change Order/Estimate at Completion
  - d. Updated log of Extra Work Issues
  - e. Critical Items
  - f. Community Relations
  - g. Environmental compliance activities
  - h. Unusual or unexpected conditions
  - i. Other items as directed by the Authority
2. Distribute copies of said reports to the Authority and others, as directed by the Authority.
  3. Implement a formal program of still and video photography recording chronologically the job progress during the course of construction, including a visual log of equipment and operations underway, as well as events of particular interest, and construction problems. The photographic/video log shall constitute a Photographic Report on the project's progress.
  4. Submit a general outline indicating those elements of the project to be included in the report. After review by the Authority, the Consultant shall modify the Report's content as directed, and proceed with preparation of the Photographic Report.

#### TASK S. CHANGES IN THE PROJECT

1. Administer changes in the project as outlined in the "Construction Management Division Administration Manual", to be provided by the Project Manager.
2. Monitor the LGARC status tracking system for actual, and potential changes, so that the Authority will have timely information as to changes in project schedule and cost, and things that may impact compliance with regulatory requirements.
3. Prepare an independent evaluation of any change(s) to the LGARC scope of work. The evaluation shall assess all direct costs, schedule impacts, environmental and regulatory consequences, and contractor and subcontractor overhead and profit, as appropriate. The evaluation shall include an estimate of all associated costs, task, and schedule impacts. The estimate shall include (but not be limited to) a breakdown of labor, material, and equipment costs for the various work elements. The Consultant shall identify the source of the information used to develop the estimate. The estimate shall be signed by the Consultant and dated, and may be used, at the Authority's discretion, as the Engineer's Estimate for the work.
2. Perform a technical analysis of any proposed LGA Redevelopment Contractors contract change(s). The Consultant's technical analysis shall be an in-depth evaluation of each proposed contract change and shall include a comparison to the Engineer's Estimate. The technical analysis shall identify questionable or excessive costs, differences in scope of work, quantities, or markup, and suggest negotiation strategies. Conduct all change negotiations with the LGARC. If the LGARC elects to include legal representation, the

Consultant shall so notify the Authority prior to meeting with the LGARC. The Consultant may proceed with negotiations only after the Authority determines whether to have legal representation at the negotiations.

4. Following negotiations, draft a Memorandum of Negotiations, which shall include but not be limited to the following:
  - a. Purpose of the negotiation/description of change,
  - b. Date, place, and time the negotiations took place,
  - c. Persons attending the negotiations (indicating their position and the role they play in performance of the LGARC contract,
  - d. Contractor's proposed issue(s) and proposed costs and the Engineer's Estimate,
  - e. The recommended contract modification amount, schedule impact (time extension or reduction) and cumulative Project Cost (before and after the change),
  - f. Description of factors that lead to the negotiated cost increase or cost reduction in terms of scope of work, unit costs, markups, and time, (reference all pertinent LGARC contract clauses).

#### TASK T. COST CONTAINMENT

1. Review and evaluate requests made by the LGARC, which relate to the following:
  - a. scope changes;
  - b. additional time and/or payment(s);
  - c. disagreement with cost deductions or schedule reductions;
  - d. Prepare cost estimates, make recommendations as appropriate accepting or rejecting the proposed request (giving your reasons therefore) to the Authority, and assist with negotiations as determined by the Authority.
2. Immediately notify the Authority if the Consultant observes or otherwise suspects that a potential claim exists. As approved by the Authority, provide the following services:
  - a. Evaluate the risk to the Authority;
  - b. Explore alternatives for resolving the problem with the LGA Redevelopment Contractor(s).
  - c. Prepare and issue supplemental information to the LGA Redevelopment Contractor(s) to clarify contract requirements;
  - d. Initiate the Change Order process to compensate the LGA Redevelopment Contractor(s).
3. For each claim or potential claim, collect all pertinent data, create a complete document file, and analyze all collected materials. In addition, and as directed by the Authority, the Consultant shall, based on its analysis, recommend to the Authority whether the LGARC is entitled to the requested change, and draft a response to the LGARC for the Authority's consideration. Applicable documents that shall be in the Consultant's document file shall include (as appropriate), but are not limited to:

- a. Pertinent correspondence,
  - b. Daily diaries,
  - c. Inspection reports,
  - d. Applicable contract documents (original, modified, & new),
  - e. Progress payments and supporting data,
  - f. Periodic progress photos or video tapes and those taken to show specific relevant claim items,
  - g. Meeting minutes,
  - h. Shop drawings, samples, and submittals,
  - i. Cost loaded schedule with proposed changes,
  - j. Statements from witnesses and expert testimony
4. Provide documentation supporting the Authority's position with respect to a claim. Such documentation may include, but shall not be limited to, estimates, findings of fact, and records of negotiations.

#### TASK U. CLOSEOUT

When the LGARC identify a portion of their work as substantially complete:

1. Monitor inspection of the work by the LGARC Project Engineer and the Authority staff, and prepare a punch list of incomplete or unsatisfactory items.
2. Notify the Contractors of the punchlist items and oversee the development of a completion schedule by the contractors, monitor the correction and completion of any discrepancies.
3. Assist in final inspections, and confirm that required guarantees, affidavits, systems safety compliance's, releases, bonds and waivers, keys, manuals, as-built record drawings, as constructed Building Information Model, and maintenance stocks and spare parts are secured and delivered to the Authority.
4. Assist in all other aspects of contract closeout, including (but not limited to) final approvals by affected agencies, cities and permitting organizations.

#### TASK V. SUPPLEMENTAL STAFF AND EQUIPMENT

Provide professional Construction Management staff (construction inspectors and support staff) as required and as approved in advance by the Authority.

### **V. CONDITIONS AND PRECAUTIONS**

#### A. General

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

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

B. Work Areas

1. 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 LGA Engineer of Construction.
2. During all periods of time when he is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in areas designated by the LGA Engineer of Construction and shall provide all security required for such equipment.
3. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Days

The Consultant shall be available to provide the required services 365 days a year and at such times as required by the Engineer.

**VII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE**

A. Commercial Liability Insurance:

The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Products-Completed Operations coverage for explosion, collapse and underground property damage (XCU), deletion of the pollution liability exclusion, 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. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000. combined single limit each accident for bodily injury and property damage. (and if on airside - \$25,000,000. combined single limit per accident for bodily injury and property damage.) In addition, the liability policies (other than Professional Liability) shall include the Authority and its related entities as an additional insured and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) or 'Conditions of Coverage' endorsement or any other similar policy forms that restricts, void or reduce the limits of coverage other than the standard exclusions found in the most current ISO form or its equivalent. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

A copy of this insurance section shall be provided to the insurance carrier.

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.”*

Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

**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:**

Not less than \$5,000,000. each occurrence, covering negligent 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.

**D. Compliance:**

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

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

2. Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (10) 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. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the 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 General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

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

\* \* \*

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

DATE

FIRM NAME

ADDRESS

CITY, STATE ZIP

Attention: CONTACT, TITLE

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

Dear CONTACT:

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

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.

This Agreement shall be signed by you and the 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 as acting personally.

For the purpose of administering this Agreement, the Chief Engineer has designated \*\*\* NAME, Assistant Chief \*\*\*, to act as his duly authorized representative. The Project Manager for this project is NAME, tel. (\*\*\*) \*\*\*-\*\*\*\*.

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

3. In 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. Approval of such cost and written authorization from the Chief Engineer to proceed will 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 will 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.

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

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove if, in his sole opinion, said items are not in accordance with the requirements of this Agreement, sound engineering principles or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

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

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

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

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraphs 3 and 8 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 federal 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) based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Chief Engineer or his designee, in his 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. 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. Amounts actually paid to those subconsultants hereunder whose retention and compensation have been approved in writing by the Chief Engineer. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

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

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

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration - <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 advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (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 that 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 shall 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 architects, engineers, designers, drafters and to other professional and technical employees of the Consultant for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier referred to in subparagraph A above.

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

11. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number 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 days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

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

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

14. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder without prior written approval and instructions of the Chief Engineer, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Chief Engineer.

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

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

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

in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

18. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority 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.

19. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority shall have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Chief Engineer. The Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

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

21. You shall promptly and fully inform the Chief Engineer in writing of any 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.

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

23. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

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

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

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

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

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

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

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

#### 24. 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 poses 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 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 Port Authority ("Secure Areas"). The Port 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 Contract.

- 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 Contract, 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 Port 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 Port Authority or when released by the Port 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>

- 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.

At the direction of the Authority, you shall be required to have your employees, subconsultants and their employees execute Authority approved non-disclosure agreements.

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

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

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

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

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

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

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

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

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

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's

obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, disbarred, 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.

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated 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 "27G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the 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.

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. 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.

#### 28. 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.

#### 29. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation

thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the 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.

### 30. 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 if the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief 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 if 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.

### 31. DEFINITIONS

As used in sections 26 to 30 above, the following terms shall mean:

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

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

Investigation - Any 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 title(s) known.

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

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

33. 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.

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

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

Sincerely yours,

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

ACCEPTED:  
FIRM NAME

Lillian D. Valenti  
Director  
Procurement Department

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

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

Date \_\_\_\_\_

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 "36" to "37" and insert a new Paragraph "36": as follows:

36. 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  
CONSTRUCTION MANAGEMENT AND RELATED TECHNICAL SERVICES FOR THE  
LAGUARDIA AIRPORT REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS  
(RFP #33824)**

**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 THE PERFORMANCE OF EXPERT PROFESSIONAL  
CONSTRUCTION MANAGEMENT AND RELATED TECHNICAL SERVICES FOR THE  
LAGUARDIA AIRPORT REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS  
(RFP #33824)**

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.

**PERFORMANCE OF EXPERT PROFESSIONAL  
CONSTRUCTION MANAGEMENT AND RELATED TECHNICAL SERVICES  
FOR THE LAGUARDIA AIRPORT REDEVELOPMENT PROGRAM ON AN "AS-NEEDED" BASIS**

(RFP #33824)

**PROPOSED CONSULTANT TEAM**

TITLE	LAST NAME	FIRST NAME	FIRM	HRLY PAY RATE	MULT	HRLY BILL. RATE
<i>&lt;INSERT ADDITIONAL ROWS AS NEEDED&gt;</i>						
<b>Senior RE(s):</b>						
<b>Asst. RE(s)</b>						
<b>Document Control Specialist(s)</b>						
<b>Clerical Support(s)</b>						
<b>Safety Engineer(s)</b>						
<b>Scheduler(s)</b>						
<b>Field Engineers/Inspectors Sr.</b>						
<b>Field Engineers/Inspectors</b>						
<b>Field Engineers/Inspectors Jr.</b>						