

September 10, 2013

**SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL, ENGINEERING, INTERIOR DESIGN, AND CONSTRUCTION MANAGEMENT SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2013-2014**

Dear Sir or Madam:

The Port Authority of New York and New Jersey, (the "Authority") hereby invites your Proposal for providing expert professional architectural, engineering, interior design, and construction management services as requested on a “call-in” basis during 2013-2014, and as further described in Attachment A to the Authority’s Standard Agreement (the “Agreement”), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

In addition to submitting a proposal for the subject services, firms are requested (though not required) to submit a separate proposal in response to a task order request for the preparation of conceptual, preliminary and final design, contract documents, and post award services for performance of architectural and engineering modifications to Authority offices located in Jersey City, New Jersey, as further described in Attachment A-2, included herewith. The firm selected for performance of these services must also be selected to be on the subject “call-in” list.

At the Authority’s discretion, selected Consultants may be required to enter into a new agreement for each of the following two (2) years (2015 and 2016), in which case, such new agreement(s) shall be identical to this agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

**I. PROPOSAL FORMAT REQUIREMENTS:**

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

- A. To be acceptable, this Proposal shall be of no more than **25** pages per proposal (single-sided) or **13** pages (double-sided) using 12 point or greater font size). The page limit pertains only to Letters G and H in Section II below. 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 34727** 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.** Do not address your Proposal to any other name. You are required to submit one (1) reproducible original and five (5) copies, along with six (6) compact disc copies, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible

original of the Proposal, 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 requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on September 30, 2013**. The outermost cover of your submittal must be labeled to include the RFP Number and RFP title as indicated in "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your Proposal is to be hand delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification shall be turned away and their packages not accepted.

## **II. "CALL-IN" PROGRAM 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. In your cover letter, indicate whether your firm is also submitting a proposal for services described in Attachment A-2.
- D. Include the resumes, including technical qualifications, of personnel and subconsultant(s), if any, who will be assigned to perform any services requested. If proposing the use of subconsultant(s), provide their Minority-Owned Business and/or Women-Owned Business Enterprise (M/WBE) status.
- E. The "multipliers" 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, and vehicles, boats, equipment, etc. that you own).
- F. The name(s), title(s) and hourly rate(s) for technical personnel who shall be assigned to perform any services requested. Indicate billing rates for partners or principals and actual hourly rates for all other billable employees. Provide a company policy for 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. LEED Certified Architect (Actual Hourly Rate)
3. Project Architect(s)/Engineer(s) (Actual Hourly Rate)
4. Project Manager (Actual Hourly Rate)

5. Designer(s) (Actual Hourly Rate)
6. CADD Drafter(s) (Actual Hourly Rate)
- G. Specific relevant experience of your firm. For each project referenced, include a description of the project objective and outcome, the name of the company, a contact person, current telephone number and email address.
- H. The Consultant's proposed management approach to performing the required services, being responsive to the client's needs, keeping the client apprised of the project status and ensuring the quality of the work product. Your attention is directed to Paragraph 23 of the Agreement in which the Authority has stated the MBE/WBE goals for participation in this project. Submit details on how you intend to meet these goals. (A listing of certified MBE/WBE firms is available at: <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.)
- I. A complete list of your firm's affiliates.
- J. If the Proposer or any employee, agent or subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- K. The Proposer is expected to agree with the 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.

### **III. TASK ORDER SUBMISSION REQUIREMENTS**

If your firm is proposing on the task order for performance of architectural and engineering modifications to Authority offices located in Jersey City, New Jersey, set forth in Attachment A-2, provide the following information in your separate proposal for these services:

- A. Using the Excel spreadsheet in the following link: [Attachment D \(Staffing Analysis Sheet\)](#), prepare a staffing analysis for performance of each task in Attachment A-2. Identify the names and titles of assigned staff, the firm name(s), hours assigned to performance of the tasks indicated, "multiplier" (if applicable), and actual hourly pay rates, as well as billing rates for principals and partners, of specific staff to be assigned to the performance of each task, the total number of hours to be spent by each of them in the performance of each task, and a list of anticipated out-of-pocket expenses.
- B. A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A-2, and a schedule for completion of said tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in

Attachment A-2 as well as any specific software or other technology you may employ in the performance of these services.

- C. A detailed description of the proposed management approach to performance of the required services described in Attachment A-2. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure for delivery of the contemplated services; your proposed approach to ensuring the quality and timeliness of the required work products; and your proposed approach to keeping the client apprised of the project status.

**IV. ORAL PRESENTATIONS:**

After review of all proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given brief advance notice. The presentation should be limited to 30 minutes, and include the material contained in your proposal. The presentation will be followed by an approximately 30-minute question and answer session. (Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than five (5) other senior staff members who are also proposed to work on this project.)

**V. SELECTION PROCESS:**

- A. The qualifications-based selection for the Aviation "Call-In" Program shall take into consideration the following technical qualifications listed in order of importance, and subsequently cost, as appropriate. After consideration of these factors, the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the forgoing factors to perform the required services.
  - 1. qualifications and experience of the staff proposed to perform services hereunder;
  - 2. qualifications and experience of the firm, including the quality of similar services provided to others, and the demonstrated ability to complete the services in accordance with the project schedule; and
  - 3. management approach for the performance of the contemplated services.
- B. The qualifications-based selection for the task order request described in Attachment A-2 shall take into consideration the following technical qualifications listed in order of importance, and subsequently cost, as appropriate:
  - 1. qualifications and experience of the proposed staff;
  - 2. technical approach to performance of the contemplated services; and
  - 3. management approach for the performance of the contemplated services.

**VI. ADDITIONAL INFORMATION:**

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at <http://www.panynj.gov/business-opportunities/become-vendor.html>, and to Monitor <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6> for RFP updates and addenda.

If your firm is selected for performance of the subject services, the agreement you will be asked to sign, at that time, will include clauses entitled “Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information” And “Non-Collusive Proposing And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees.” By submitting a Proposal the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked “CERTIFICATION STATEMENT.”

It is Authority policy that its contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain contractors, affiliates, subcontractors and subcontractors’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

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

Should you have any questions, please contact the undersigned by email at [mlrivera@panynj.gov](mailto:mlrivera@panynj.gov). All such correspondence must have your name, title, company, mailing address, telephone number and state “RFP 34727” in the subject line. The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. No 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 Assistant Director of the Procurement Department and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

The Authority reserves the 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,

Mary Lou K. Rivera  
Principal Contract Specialist  
Professional, Technical & Advisory Services Division  
Procurement Department

Attachments

## **ATTACHMENT A**

### **PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL, ENGINEERING, INTERIOR DESIGN, AND CONSTRUCTION MANAGEMENT SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2013-2014**

#### **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 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, serving as a critical link in the New York-New Jersey transportation network.

The Authority is responsible for the architectural, engineering, and interior design of all properties that it leases and owns, as well as for economic development projects in New York and New Jersey, as required. Through the Authority’s Real Estate Services Department, the Authority manages approximately 1.3 million square feet of office space in both New York and New Jersey leased properties at 225 and 233 Park Avenue South, 115 Broadway, 116 Nassau Street in New York City, and Gateway Plaza in Newark, 5 Marine View Plaza in Hoboken, and the Port Authority Technical Center, 777 Jersey Avenue, and 2 Montgomery Street in Jersey City, New Jersey.

#### **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of performing expert professional architectural, engineering, and interior design services as required for the design, preparation of contract documents, and post award services of the Authority’s offices at various locations. The size of a typical commercial interior office renovation and/or improvement project may range from 3,000 sf to 100,000 sf.

The Consultant shall be responsible for all aspects of the design, unless otherwise noted. The services shall include, but are not limited to, the following:

- A. Conceptual Design Package (Stage I);
- B. Design Development Package (Stage II);
- C. Final Design and Contract Documents (Stage III); and
- D. Post Award Services (Stage IV).

Unless otherwise directed by the Authority, the Consultant is responsible for all involved disciplines, including, but not limited to architectural, electrical and telecommunications, mechanical and structural, as determined by the Authority.

All Consultant submissions hereunder shall be subject to the review and approval of the Authority. The Consultant shall incorporate Authority comments after each such submission and resubmit as final.

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

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

#### **TASK A – DOCUMENT REVIEW**

Review all relevant documents and information provided by the Authority.

#### **TASK B. MEETINGS**

1. Attend project kick-off meetings, progress meetings, and presentations, as required by the Authority
2. Record, and subsequently distribute for review and comment, draft minutes. Minutes shall identify items requiring follow-up action. Incorporate Authority comments and follow up action items, as appropriate, and resubmit minutes as final within five (5) business days of receipt of Authority comments.
3. Prepare presentation material for meetings, as required.
4. Meetings shall take place within the Authority facilities or offices, or at the Consultant's offices as determined by the Authority.
5. Provide renderings, models, and animations required for Authority presentations.

#### **TASK C. FIELD INSPECTION AND VERIFICATION**

1. Prior to inspection, meet with Authority staff to review Authority data relevant to the inspection.
2. Conduct a field inspection of the space to be designed.
3. Provide all equipment, which may include rigging, scaffolds and ladders, as required, to inspect the premises. Staging of inspection work may be required.
4. Submit copies of completed field findings on inspection reporting forms (which shall be provided by the Consultant and approved by the Authority) and meet with Authority staff to discuss those findings.

#### TASK D. DESIGN CRITERIA SUMMARY

Prepare a summary of all criteria to be used in the architectural, mechanical, electrical, and structural design as required by the programming requirements established by the Authority. This includes, but is not limited to: offices and workstations; electrical power and load requirements; telephone and data equipment and related cabling and wiring; HVAC loads as well as 24-hour operation requirements for the same; structural design of supporting structures and/or other structural elements, as required. Upon approval of the Design Criteria Summary by the Authority, proceed with performance of Task E. Conceptual/Preliminary Design.

#### TASK E. CONCEPTUAL DESIGN

Prepare a conceptual design for office space to include drawings with an outline specification and preliminary construction cost estimates to include but not be limited to the following:

1. General:

- a. A complete and coordinated schematic design drawing package that includes the disciplines as required;
- b. Review leases as appropriate to determine impact on the required design services. Identify any anticipated requirements resulting from existing or proposed leases which would impact the Consultant's work.
- c. A budgetary construction cost estimate;
- d. Identification of proposed furnishings as needed to ensure timely availability/delivery of said furnishings. (Include an analysis and cost estimate demonstrating how the proposed furnishings meet or exceed the Authority standards identified herein.
- e. A summary report in response to the Port Authority Sustainable Design Guideline Policies.

2. Architectural:

Floor-by-floor schematic layouts, sections and elevations illustrating space utilization based on functional relationships and common elements, as appropriate.

3. Mechanical:

Review the mechanical system including HVAC, plumbing, and fire protection/sprinkler plans, and confirm that delivered systems are sized adequately and do not require upgrading. Prepare construction cost estimates, as required, for all applicable disciplines.

4. Electrical/Communications Systems Considerations:

- a. Review electrical services and communications systems for adequacy. If upgrading and/or modifications are required, develop an order of magnitude cost estimate for that work
- b. In developing the design, the Authority may provide design criteria and/or a conceptual design, as appropriate.

## TASK F. PREPARATION OF DESIGN DEVELOPMENT PACKAGE

Prepare, present and submit copies of a Design Development Package (DDP) to advance and refine the approved Conceptual Design Package as required to allow for the preparation of a Final Design and contract documents. The DDP shall include, but not be limited to:

1. Define and describe all aspects of the fit-out of Authority space, focusing on architectural elements, building systems, and material alternatives considered, including but not limited to:
  - a. Design solutions, and outline specifications related to architectural; mechanical; electrical and communication systems including: 1) power distribution, 2) lighting, 3) telephones and computer network distribution, 4) fire detection and alarm systems, and 5) all other panel A class CCTV; equipment locations or other security and control systems; plumbing, fire protection, structural and equipment considerations leading to overall space layouts and the establishment of all partition locations. This shall include detailed drawings for architectural, structural, mechanical, plumbing, fire protection, and electrical systems.
  - b. If upgrading of existing building systems, etc. is necessary to meet Authority standards, provide recommendations for systems and equipment modifications.
  - c. Perform a complete building code review as it relates to the services performed hereunder for the proposed design.
2. Develop all elements related to the structural design in sufficient detail to establish the final structural design criteria, include preliminary sizing of all structural components, and include all critical clearances.
3. Develop the mechanical design documents to establish required equipment layouts, defined space requirements for all equipment, and identification and resolution of all acoustical and vibration issues.
4. Expand all schematic design documents including, but not limited to:
  - a) Outline Specifications;
  - b) Preliminary Construction Cost Estimates;
  - c) Equipment sizes and capacities;
  - d) Preliminary layouts for all electrical systems; and
  - e) Required chases and all clearances.
5. Identify all aspects of your design relative to the Authority Sustainable Design Guidelines. Provide recommendations for the commissioning agents for LEED compliance measurement.
6. Prepare and submit a draft outline, for Authority review, of a Design Manual for the entire space. Incorporate all changes as required and resubmit the outline as Final. Upon approval of the Final outline, develop a Design Manual including design criteria, outline specifications and materials lists for the entire space.
7. Complete MEP requirements.

TASK G. FINAL DESIGN AND CONTRACT DOCUMENTS

Based upon an approved DDP, or as otherwise directed by the Authority, prepare final design and Contract Drawings. Prior to the performance of this task, submit specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the final design and the preparation of Contract Drawings and Specifications specified herein.

Upon completion of the contract documents required hereunder, submit a letter to the Project Manager certifying that you have performed the Quality Control/Quality Assurance Program as defined by you at the start of this Task.

1. Contract Drawings: Prepare a final design and Contract Drawings for work to be performed by a Contractor based on the approved Preliminary Design which shall include, but not be limited to, the appropriate work items contained in the foregoing tasks. For contract drawings, observe the following signature procedures:
  - a. All Consultant Contracts shall have a cover sheet containing the facility name, contract title, and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
  - b. Sign and seal all drawings prepared by you.
  - c. Any sub-consultant shall sign and seal his own drawings. The Consultant's logo shall appear on each drawing prepared by a sub-consultant.
  - d. All drawings prepared for New York contracts shall be signed and sealed by a Principal of the firm with a New York Professional Engineer or New York Registered Architect License.
  - e. All drawings prepared for New Jersey Contracts shall be signed and sealed by a Principal of the firm with a New Jersey Professional Engineer's or New Jersey Registered Architect's License. The original tracing shall be back-shaded with carbon paper in the area of the embossed seal so that the seal will print. In addition, following shall be placed below the seal:

ORIGINAL SEALED AND SIGNED BY:

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N.J.P.E. # OR N.J.R.A. #

- f. When work is to be performed in New York and New Jersey the drawings shall be signed and sealed by a Principal of the firm. Two seals shall be placed on the drawings: a New York seal and a New Jersey seal (back-shaded with carbon paper). The New Jersey seal shall have the following beneath the seal:

ORIGINAL SEALED AND SIGNED BY:

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N.J.P.E. # OR N.J.R.A. #

2. Design Calculations and Diagrams: Submit complete design computations and design drawings covering all structural framing and supports, such as primary framing members, bracing, foundations, siding, girts, roofing and architectural finishes.

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

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

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

- a. Description and proof of adequacy of the program. The description of each program shall include:
    - 1) the type of problems solved by the program.
    - 2) the nature and extent of the analysis.
    - 3) the assumptions made in the program.
    - 4) instructions for interpreting the computer output format.
  - b. Indicate the design criteria used and the diagrams showing the loading conditions and loading combinations.
  - c. The design constants and equations used, including all references.
3. Specifications: Prepare Specifications to include the work specified under subparagraph 2 above in accordance with the following:
    - a. Division 1 - Provide the following information for the Authority Standard Division 1 Specifications, which will be prepared by Authority staff:
      - 1) Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract.
      - 2) A list of the Contract Drawings.
      - 3) A list of unit price items, where appropriate, with description and estimated quantities for each item.

b. Technical Specifications

- 1) The Authority has prepared certain standard technical specifications, which will be made available in hard copy as requested by the Consultant. These standard technical specifications must be used by the Consultant and may not be altered or revised in any way by the Consultant. Since these standard Technical Specifications may contain materials and related procedures, which are not appropriate to the specific Contract being proposed, the contract drawings must clearly define the materials and scope of work. Division 1 of the Authority's specifications dealing with general provisions includes the following language:

"In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control."

- 2) Prepare any technical specifications, which are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews.
- 3) Comply with the "Instructions to Consultants for Preparation of Port Authority Construction Contract Documents" which will be made available upon commencement of work by the Consultant.
- 4) Other than hard copies of specifications prepared by the Consultant that are to be submitted to the Authority as noted herein, submit digital copies of said specifications (or on standard CD format). One copy shall contain the specifications in the format of the original word processing program used by the Consultant, and shall be labeled to clearly indicate the contract title, the name of the word processing program used, and the revision number of said program. Another copy of the software program shall be submitted in ASCII format.

TASK H. COST ESTIMATE AND CONSTRUCTION SCHEDULE

Prepare a Construction Cost Estimate based on the final Contract Drawings and Specifications and in accordance with the Authority's "Construction Estimating Guide", a copy of which is available from the Project Manager. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items. Present the Construction Schedule in bar chart form using days, weeks or months as appropriate for the unit of time.

TASK I. POST AWARD DUTIES

1. Submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the performance of your Post Award Duties specified hereunder.

2. Review, and approve or disapprove all working drawings, catalog cuts and samples for conformance with the Specifications and Contract Drawings within 10 working days after receipt of said articles from the Contractor, for those articles for which you are the Architect-of-Record. Indicate any corrections and additions as required. Advise the Authority thereof giving the reasons for your decisions. Make all required distributions through final approval. Six copies of each working drawing will be required.
3. In addition to any on-site observations, you may require as the Architect-of-Record, attend, at the request of the Authority, two pre-construction meetings and one field meeting for each month of the construction period.
4. Prepare and submit at the first pre-construction meeting, an outline list of required contractor's submittals to include but not be limited to, working drawings, catalog cuts, samples, certificates and test reports.
5. Provide on-site construction management services as the Authority's primary representative and liaison with the Contractor during construction. Your services in this regard include, but are not limited to, responding to Contractor requests for information, providing clarifications regarding design, reviewing shop drawings and submittals, ensuring that construction conforms to approved drawings and specifications, and managing construction change requests. The Consultant shall be responsible for receiving and reviewing all change requests proposed by the Contractor, and for estimating and negotiating a reasonable price for each change. The Authority will provide final review and approval of all construction change requests. The Consultant shall complete review of, and respond to Contractor requests for information and to shop drawing submittals within a maximum of three (3) workdays after receipt of each request, or shop drawing submittal.
6. Upon completion of construction, modify the Contract Drawings to "as-built" conditions and certify the same. The Authority will furnish the "as-built" information to be verified and incorporated.
7. Evaluate alternative construction details and materials, as requested by the Authority.
8. Make post-award contract changes with detailed estimates and make site inspections as required for the changes.

Prepare and submit "As-Built" Documents once the work is complete. Compensation for the evaluations and changes referred to in paragraphs 6 and 7 above shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from non-compensable work.

#### **IV. ADDITIONAL INFORMATION FOR THE PREPARATION OF CONTRACT DOCUMENTS AND CONSTRUCTION COST ESTIMATES**

- A. CADD drawings shall be prepared in AutoCAD in the most current release as used by the Authority and using the most current release of the Authority CADD standards. All digital submissions, DWGs and DWFs, shall conform to the format identified in the latest release of the Authority CADD Standards at the time of the submission.
- B. All drawings shall be submitted as Mylar and/or vellum plots using the Authority Contract Border and Standards identified in the latest release of the Authority CADD Standard at the time of the submission.
- C. The Authority may request three-dimensional computer-generated models of all, or portions of, a specified facility in the three-dimensional format. Formats include, but are not limited to, Autodesk AutoCAD For Architects, Revit (BIM) and 3D Viz.
- D. Except as otherwise noted herein, the preparation of Contract Documents shall conform to Authority standards, and codes which would be applicable if the Authority were a private corporation. In case of a conflict, the more stringent requirement shall apply.
- E. Prepare all Contract Drawings on standard size Authority Mylar tracings to be furnished by the Authority. Contract drawings may be reduced to one-half size prints before distribution to contractors for bidding. Tracings shall, therefore, be prepared in such manner as to produce clearly legible drawings after reduction. Scales shall be graphical rather than numerical.
- F. Meet with Authority staff and incorporate Authority comments after submittals.
- G. The following additional services shall be provided as part of this Agreement:
  - 1. Answer questions asked of the Authority staff by bidders during the bid period.
  - 2. Prepare contract addenda including contract drawing revisions and engineering calculations, as necessary or as requested by the Director, for Authority approval and issuance by the Authority. Furnish originals for final printing.
  - 3. Conform technical specifications and contract drawings to addenda when required by the Director after award of the Agreement.
  - 4. Upon request, assist Authority staff in Items H1, H3, and H4 specified below.
- H. Authority staff will:
  - 1. Prepare Information for Bidders, Form of Contract, Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
  - 2. Meet with Consultant from time to time to review all Specifications, Contract Drawings, construction cost estimates and schedules prepared by Consultant.
  - 3. Review addenda with and obtain approval of various Authority Departments.
  - 4. Solicit, receive, open bids, and award contract or reject bids.

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

All documents will be made available, as appropriate, as tasks are assigned.

## **VI. CONDITIONS AND PRECAUTIONS**

### **A. General**

1. The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
2. Vehicular and/or pedestrian traffic shall have priority over any and all to the Consultant's operations.

### **B. Work Areas**

1. The Consultant shall limit his work to the area necessary for the performance of such inspection and shall not interfere with the operation of the Authority-owned facility without first obtaining the Authority's Quality Assurance Division specific approval from the Chief Engineer. The Consultant shall not interfere with the operation of Leased Property without first obtaining approval from the local municipal Building Department.
2. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways, or structures at any time.

### **C. Work Hours**

1. The Consultant shall coordinate his work at the site(s) with the Project Manager.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

\*\*\*\*

## ATTACHMENT A-2

### PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND INTERIOR DESIGN SERVICES FOR 2 MONTGOMERY STREET, JERSEY CITY, NJ

#### 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 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, serving as a critical link in the New York-New Jersey transportation network.

The objective of this project is to move multiple Port Authority Departments from various facilities into a five-story corporate office building located at 2 Montgomery Street (2MONT) in Jersey City, New Jersey, utilizing existing building infrastructure, where appropriate.

Currently, the third, fourth and fifth floors of 2MONT are office build outs which, in addition to all system furniture, are only two years old. The building’s electrical, fire alarm and HVAC systems have been completely overhauled. The department currently located on the fifth floor will remain and no work is expected. The departments currently on the third and fourth floors will be moving to New York City. The sections being vacated will be the area of work for those floors. The second and first floor construction areas are currently vacant. The remaining space on the first floor is slated for retail and will not be part of this project.

The fourth floor will be comprised of two engineering units moving in: one with approximately 70 staff members and will require 15,000 SF, and the second with approximately 50 staff members, and will require 10,000 SF. The Executive suite, which currently resides on this floor, will be condensed and moved to the corner of the building (16,060 SF).

The third floor will require 19,200 SF for approximately 100 staff members. Classrooms and a satellite office currently located on the third floor occupy 7,500 SF and no work is expected in this area.

No work is expected to be performed for approximately 16,200 SF of the second floor. However, the remaining 8,550 SF will house 35-40 staff members.

The first floor will require 6,340 SF for 24 staff members with possible over flow to the second floor.

## **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of performing expert professional architectural, engineering, and interior design services as required to develop a complete set of construction documents for the Port Authority's build out and reconfiguration of 2MONT Corporate Offices on an as-needed basis. The Consultant shall also be responsible for the planning, design and construction administration of approximately 60,000 SF of new and reconfigured office space as detailed below:

- A. First floor work will consist of new construction of raw space of approximately 6,800 SF;
- B. Second floor work will be minor demolition and new construction of 1,000 SF, utilizing 7,600 SF of existing space and workstations. Existing lights, ceiling, data cabling, electric and carpet are to remain where possible.
- C. Third floor work shall be minor demolition and new construction between 2,400 SF and 3,400 SF, utilizing 17,000 SF of existing space and workstations.
- D. Fourth floor work will be demolition and new construction of 7,500 SF and utilizing 19,300 SF of existing space and workstations.
- E. The total area of new construction will be approximately 18,700 SF.

The Consultant shall be responsible for all disciplines including, but not limited to mechanical, electrical and plumbing (MEP) and structural engineers; audio visual (AV), information technology (IT), security and telecommunications; specifications writers; cost estimators and schedulers; code compliance.

The Consultant shall be responsible for coordinating with the selected office furniture manufacturer.

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

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

### **TASK A – DOCUMENT REVIEW**

Review all relevant documents and information provided by the Authority.

### **TASK B. MEETINGS AND PRESENTATIONS**

- 1. Attend a project kick-off meeting, progress meetings, and presentations, as required by the Authority.

2. Record, and subsequently distribute for review and comment, draft minutes. Minutes shall identify items requiring follow-up action. Incorporate Authority comments and follow up action items, as appropriate, and resubmit minutes as final within five (5) business days of receipt of Authority comments.
3. Prepare presentation material for meetings, as required.
4. Meetings shall take place within the Authority facilities or offices, or at the Consultant's offices as determined by the Authority.
5. Provide renderings, models, and animations required for Authority presentations.

#### TASK C. FIELD INSPECTION

1. Prior to inspection, meet with Authority staff to review information relevant to the inspection.
2. Conduct a field inspection of office space to verify existing conditions, including but not limited to taking all appropriate space measurements, evaluating MEP infrastructure and structural integrity, audio visual, information technology and security systems, telecommunications, life safety and code compliance, and furniture, fixtures, and equipment.
3. Provide all equipment as required to inspect the property.
4. Submit copies of completed field findings.

#### TASK D. DESIGN CRITERIA SUMMARY

Prepare a summary of all criteria to be used in the architectural, mechanical, electrical and structural design as required by the programming requirements established by the Authority. This includes, but is not limited to: offices and workstations; electrical power and load requirements; telephone and data equipment and related cabling and wiring; HVAC loads as well as 24-hour operation requirements for the same; structural design of supporting structures and/or other structural elements, as required. Upon approval of the Design Criteria Summary by the Authority, proceed with performance of Task F. Conceptual/Preliminary Design.

#### TASK E. PROGRAM DEVELOPMENT

1. Conduct interviews with four (4) departments scheduled to relocate from Newark and Jersey City, in order to finalize the preliminary programming completed to date (staffing levels and square footages of office space). The programming will involve finalizing staff counts and workspace standards; determining filing, conference room and other support space requirements; and identifying audiovisual (AV), information technology (IT), security, and telecommunications requirements.
2. Develop a final program for each department, based upon the preliminary program and findings determined in the interview process.

## TASK F. CONCEPTUAL DESIGN PACKAGE

Prepare a Conceptual Design Package, including interior test-fits, stack plans, schematic layouts based on the departmental programming and existing as-built plans. The package shall include identification of proposed furnishings as needed for the layouts, and a construction cost estimate.

## TASK G. PREPARATION OF DESIGN DEVELOPMENT PACKAGE

Prepare, present and submit copies of a Design Development Package (DDP) to advance and refine the approved Conceptual Design Package as required to allow for the preparation of a Final Design and contract documents. The DDP shall include, but not be limited to:

1. Define and describe all aspects of the fit-out of Authority space, focusing on architectural elements, building systems, and material alternatives considered, including but not limited to:
  - a. Design solutions and outline specifications related to architectural; mechanical; electrical and communication systems including:
    - 1) power distribution
    - 2) lighting
    - 3) telephones and computer network distribution
    - 4) fire detection and alarm systems, and
    - 5) all other panel A class CCTV; equipment locations or other security and control systems; plumbing, fire protection, structural and equipment considerations leading to overall space layouts and the establishment of all partition locations. This shall include detailed drawings for architectural, structural, mechanical, plumbing, fire protection, and electrical systems.
  - b. Upgrade existing building systems, etc. to meet Authority standards, and provide recommendations/justifications for systems and equipment modifications.
  - c. Perform a complete building code review as it relates to the services performed hereunder for the proposed design.
2. Develop all elements related to the structural design in sufficient detail to establish the final structural design criteria, including preliminary sizing of all structural components and critical clearances.
3. Develop the mechanical design documents to establish required equipment layouts, defined space requirements for all equipment, and identification and resolution of all acoustical and vibration issues.
4. Expand all schematic design documents including, but not limited to:
  - a. Outline Specifications;
  - b. Preliminary Construction Cost Estimates;
  - c. Equipment sizes and capacities;
  - d. Preliminary layouts for all electrical systems; and

- e. Required chases and all clearances.
5. Identify all aspects of your design relative to the Authority Sustainable Design Guidelines. Provide recommendations for the commissioning agents for LEED compliance measurement.
6. Prepare and submit a draft outline for Authority review of a Design Manual for the entire space. Incorporate all changes as required and resubmit the outline as Final. Upon approval of the Final outline, develop a Design Manual including design criteria, outline specifications and materials lists for the entire space.
7. Complete MEP requirements.

#### TASK H. FINAL DESIGN AND CONTRACT DOCUMENT PREPARATION

1. Prior to the performance of this task, submit specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the final design and the preparation of Contract Drawings and Specifications specified herein.
2. Upon completion of the contract documents required hereunder, submit a letter to the Director certifying that you have performed the Quality Control/Quality Assurance Program as defined by you at the start of this Task.

#### 3. Contract Drawings:

Prepare a Contract Documents (CD) and Specifications Package for work to be performed by a Contractor. The package shall include, but not limited to, the coordination of the following disciplines: (a) architectural; (b) MEP; (c) structural; (d) audio visual, information technology, security and telecommunications; and (e) life safety and code compliance. All work must comply with New York City Building Code and the Americans with Disabilities Act.

4. Contract Drawings and Specifications are to be prepared, as required, for competitive bidding by independent contractors, and/or for implementation of the work by a contractor or contractors selected by the Authority, and shall include, but are not limited to:
  - a. cover sheets
  - b. location plans
  - c. general notes and legends
  - d. construction phasing plans
  - e. removals and demolition
  - f. reflected ceiling plans
  - g. finish plan and schedules
  - h. architectural specification notes
  - i. elevations, sections and details.

- j. Electrical plans are to show all spaces, including modular workstations, and are to indicate all power, telephone and data cable runs and outlets, as well as power, telephone and data feed points supplying the same.
- k. Specifications shall be prepared following Authority standards for section and page formatting. CSI Master Format 1995 shall be used for section numbers. Port Authority Standard Specifications shall generally be used and will be provided to the Consultant. All drawings shall be prepared in accordance with Port Authority CAD or BIM standards [www.panynj-cadstandards.com](http://www.panynj-cadstandards.com)

For contract drawings, observe the following signature procedures:

- a. All Consultant contracts shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
- b. Sign and seal all drawings prepared by Consultant.
- c. The Consultant and/or its subconsultant(s) shall sign and seal their own drawings. The Consultant's logo shall appear on each drawing prepared by a subconsultant(s).
- d. All drawings prepared for New Jersey contracts shall be signed and sealed by a Principal of the firm with a New Jersey Registered Architect's or Professional Engineer's license. In addition, the following shall be placed below the seal:

ORIGINAL SEALED AND SIGNED BY:

\_\_\_\_\_  
New Jersey Registered Architect's # or  
& Certificate of Authorization #

5. Design Calculations and Diagrams:

- a. Submit complete design computations and design drawings covering all structural framing and supports, such as primary framing members, bracing, and architectural finishes.
- b. Calculations shall clearly distinguish between new and existing construction. Documents from which existing dimensions and existing member properties were obtained shall be referenced in the calculations.
- c. All engineering calculation sheets shall be numbered, dated, and indexed. The index sheets shall define the total number of the sheets submitted and shall bear the seal and signature of an experienced engineer holding a Professional Engineer's license in the State of New Jersey and who is familiar with and responsible for the design.
- d. Description and proof of adequacy of the program. The description of each program shall include:
  - 1) The type of problems solved by the program.
  - 2) The nature and extent of the analysis.

- 3) The assumptions made in the program.
  - 4) Instructions for interpreting the computer output format.
  - e. Indicate the design criteria used and the diagrams showing the loading conditions and loading combinations.
  - f. The design constants and equations used, including all references.
  - g. Submit indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure, which will be sufficient to enable the Authority to evaluate the structure.
  - h. Submit a clear diagram of all member forces (axial, shear, bending or other forces, as appropriate) for each loading condition controlling the design.
6. Specifications: The Consultant shall prepare specifications to include the work specified under subparagraph 2 above in accordance with the following:
- a. Division 1 - Provide the following information for the Port Authority Standard Division 1 Specifications, which will be prepared by Port Authority staff:
  - b. Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract.
  - c. A list of the Contract Drawings.
  - d. A list of unit price items, where appropriate, with description and estimated quantities for each item.
7. Technical Specifications
- a. The Authority has prepared certain standard technical specifications, which will be made available in hard copy as requested by the Consultant. These standard technical specifications must be used by the Consultant and may not be altered or revised in any way by the Consultant. Since these standard Technical Specifications may contain materials and related procedures, which are not appropriate to the specific Contract being proposed, the contract drawings must clearly define the materials and scope of work. Division 1 of the Authority's specifications dealing with general provisions includes the following language:  

"In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control."
  - b. The Consultant shall prepare any technical specifications, which are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews.

- c. Comply with the "Instructions to Consultants for Preparation of Port Authority Construction Contract Documents" which will be made available upon commencement of work by the Consultant.
  - d. Other than hard copies of specifications prepared by the Consultant that are to be submitted to the Authority as noted herein, submit specifications in an electronic (CD or DVD) format. One disk copy shall contain the specifications in the format of the original word processing program used by the Consultant, and shall be labeled to clearly indicate the contract title, the name of the word processing program used and the revision number of said program. Another disk copy of the software program shall be submitted in ASCII format.
8. As part of this task, provide the following additional services:
- a. Submit Contract Drawings and Specifications for review and approval by building management, as approved by the Authority.
  - b. Address questions, issues and concerns raised by prospective bidders, and/or contractor or contractors selected by the Authority, following release of Contract Documents for bid and/or implementation, and develop clarifications and responses as appropriate, and as approved by the Authority.
  - c. Prepare any addenda to Contract Documents as required, and as approved by the Authority. (All addenda will be issued by the Authority.)

#### **TASK I. COST ESTIMATE AND CONSTRUCTION SCHEDULE**

1. Prepare a Construction Cost Estimate based on the final Contract Drawings and Specifications.
2. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items.
3. Present the Construction Schedule in bar chart form using days, weeks or months as appropriate for the unit of time.

#### **TASK J. POST AWARD/CONSTRUCTION ADMINISTRATION DUTIES**

1. Submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the performance of your Post Award Duties specified hereunder.
2. Review, approve or disapprove all shop drawings, catalog cuts and samples for conformance with the Specifications and Contract Drawings within ten (10) working days after receipt of said articles from the Contractor, for those articles for which you are Architect-of-Record. Indicate any corrections and additions as required. Advise the Authority thereof giving the reasons for your decisions. Make all required distributions through final approval. Six (6) copies of each working drawing will be required.
3. Secure all permits required for construction. The cost of such permits will be paid by the General Contractor and reimbursed by the Authority as an out-of-pocket expense. Any permit expediting services provided by sub-contractors will be treated as reimbursable expense, as provided herein.

4. In addition to any on-site observations you may require as the Architect-of-Record, attend, at the request of the Authority, attend two pre-construction meetings and one field meeting for each week of the construction period.
5. Prepare and submit, at the first pre-construction meeting, an outline list of required contractor's submittals to include but not be limited to, shop drawings, catalog cuts, samples, certificates and test reports.
6. Upon completion of construction, modify the Contract Drawings to "as-built" conditions and certify the same. The Authority will furnish the "as-built" information to be verified and incorporated. Submit completed documents to Authority.
7. Evaluate alternative construction details and materials, as requested by the Authority.
8. Make post-award contract changes with detailed estimates and make site inspections as required for the changes.
9. Provide on-site construction administration services as the Authority's primary representative and liaison with the contractor during construction. for a minimum of 4 days per week in order to function as the Authority's representative. Services shall include, but are not limited to, responding to Contractor requests for information, providing clarifications regarding design, reviewing shop drawings and submittals, ensuring that construction conforms to approved drawings and specifications, and managing construction change requests. The Consultant shall be responsible for receiving and reviewing all change requests proposed by the Contractor, and for estimating and negotiating a reasonable price for each change. Upon final review and approval by the Authority of all construction change requests, complete review of, and respond to contractor requests for information and to shop drawing submittals within a maximum of three (3) workdays after receipt of each request or shop drawing submittal.
10. Compensation for the evaluations and changes referred to in paragraphs 7 and 8 above shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from non compensable work.

#### **IV. ADDITIONAL INFORMATION FOR THE PREPARATION OF CONTRACT DOCUMENTS AND CONSTRUCTION COST ESTIMATES**

- A. CADD drawings shall be prepared in AutoCAD in the most current release as used by the Authority and using the most current release of the Authority CADD standards. All digital submissions, DWGs and DWFs, shall conform to the format identified in the latest release of the Authority CADD Standards at the time of the submission.
- B. All drawings shall be submitted as Mylar and/or vellum plots using the Authority Contract Border and Standards identified in the latest release of the Authority CADD Standard at the time of the submission.
- C. The Authority may request three-dimensional computer-generated models of all, or portions of, a specified facility in the three-dimensional format. Formats include, but are not limited to, Autodesk AutoCAD For Architects, Revit (BIM) and 3D Viz.

- D. Except as otherwise noted herein, the preparation of Contract Documents shall conform to Authority standards, and codes which would be applicable if the Authority were a private corporation as well as the Authority's Quality Assurance Division (QAD) and Tenant Alteration Application (TAA) requirements. In case of a conflict, the more stringent requirement shall apply.
- E. Prepare all Contract Drawings on standard size Authority Mylar tracings to be furnished by the Authority. Contract drawings may be reduced to one-half size prints before distribution to contractors for bidding. Tracings shall, therefore, be prepared in such manner as to produce clearly legible drawings after reduction. Scales shall be graphical rather than numerical.
- F. Meet with Authority staff and incorporate Authority comments after submittals.
- G. The following additional services shall be provided as part of this Agreement:
  - 1. Answer questions asked of the Authority staff by bidders during the bid period.
  - 2. Prepare contract addenda including contract drawing revisions and engineering calculations, as necessary or as requested by the Director, for Authority approval and issuance by the Authority. Furnish originals for final printing.
  - 3. Conform technical specifications and contract drawings to addenda when required by the Director after award of the Agreement.
  - 4. Upon request, assist Authority staff in Items H1, H3 and H4 specified below.
- H. Authority staff will:
  - 1. Prepare Information for Bidders, Form of Contract, Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
  - 2. Meet with Consultant from time to time to review all Specifications, Contract Drawings, construction cost estimates and schedules prepared by Consultant.
  - 3. Review addenda with and obtain approval of various Authority Departments.
  - 4. Solicit, receive, open bids, and award contract or reject bids.

**V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY**

The documents specified below were prepared for the subject work and form a part of this Agreement.

Said documents are as follows, and are available by [clicking here](#):

- A. 1<sup>st</sup> Floor Port Authority - Proposed Layout
- B. 2<sup>nd</sup> Floor Port Authority - Proposed Layout
- C. 3<sup>rd</sup> Floor Port Authority - Proposed Layout
- D. 4<sup>th</sup> Floor Port Authority - Proposed Layout

## **VI. CONDITIONS AND PRECAUTIONS**

### **A. General**

1. The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
2. Vehicular and/or pedestrian traffic shall have priority over any and all to the Consultant's operations.

### **B. Work Areas**

1. The Consultant shall limit his work to the area necessary for the performance of such inspection and shall not interfere with the operation of the Authority-owned facility without first obtaining the Authority's Quality Assurance Division specific approval from the Chief Engineer. The Consultant shall not interfere with the operation of Leased Property without first obtaining approval from the local municipal Building Department.
2. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways, or structures at any time.

### **C. Work Hours**

1. The Consultant shall coordinate his work at the site(s) with the Project Manager.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

\*\*\*\*

**ATTACHMENT B**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL, ENGINEERING, INTERIOR DESIGN, AND CONSTRUCTION MANAGEMENT SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2013-2014 (RFP #34727)**

**AGREEMENT ON TERMS OF DISCUSSION**

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

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

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

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

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

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

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

**ATTACHMENT C**

**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL, ENGINEERING, INTERIOR DESIGN, AND CONSTRUCTION MANAGEMENT SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2013-2014 (RFP #34727)**

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.

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

DATE

FIRM NAME

ADDRESS

CITY, STATE ZIP

Attention: CONTACT NAME, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL \*\*\*\*\*SERVICES ON  
AS REQUESTED ON A "CALL-IN" BASIS DURING 2013-2014**

Dear CONTACT:

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

At the Authority's discretion, the Consultant may be required to enter into a new agreement for each of the following two (2) years: 2015 and 2016. Said agreement shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

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 "Director" shall mean the Director, or the \*\*\*\*\* of the Authority, acting either personally or through their duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

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

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. 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 Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the

specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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 Director 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 Director 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 Director. The Director may disapprove, if, in his sole opinion said items are not in accordance with the requirements of this Agreement, sound engineering principles, or professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction, or services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, 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, or services 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 Director prior to the performance of said services. Upon completion of specific services requested hereunder he shall submit a letter to the Director 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 Director 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 combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

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 paragraph 3 and 8 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. \*\*\* times the actual salaries paid by you to professional and technical personnel but not partners, principals, for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services who are former Port Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Consultant shall verify that its employees, or subconsultants, working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the

effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall therefore in all cases be finally determined by the Director or their designee, in their sole and absolute discretion.

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. Premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

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

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

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

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

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

The 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 shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate, as determined by the General Services Administration (GSA) - <http://www.gsa.gov/portal/content/100715>, per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Director. . If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as provided herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

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

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing except as follows: as approved by the Chief Engineer in advance, receipts for compensable meals may not be required.

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

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 Director. Upon receipt of the foregoing, the Director 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 Director, 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 Director 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 Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

14. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, 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 Director.

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 Director 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 other 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 of 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 subconsultants 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 Director, 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 Director 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 Director. 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 Director has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

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

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

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

#### 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 pose a threat to the security of the construction site(s) or facility(ies). The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority.

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

- Consultant/Subconsultant identity checks and background screening

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 Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification 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(ies). 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 at, 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 identity and SSN verification.

- Designated Secure Areas

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

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

will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Agreement.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction sites or facilities (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 Authority construction sites or facilities (including rental spaces). In addition, the Consultant, subconsultant or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of Authority construction sites or facilities shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

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

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

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

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

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

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

the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

## 26. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

### A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractors' 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 per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the Port Authority of New York and New Jersey and its related entities as additional insureds and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

a) If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.

b) Endorsement to eliminate any exclusions applying to explosion, collapse and underground property damage (XCU) hazards.

c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

d) Coverage for work within 50 feet of railroad.

**B. Workers' Compensation Insurance:**

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.

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

a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.

b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.

c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

**C. Professional Liability Insurance:**

1) The Consultant shall take out and maintain Professional Liability Insurance in limits of 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) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of *insurance before work can resume. 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.

2) 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.

3) 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.

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.

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

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

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

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

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

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

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

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

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

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority

employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

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

The 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 "28G.", 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, has failed to immediately notify the Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

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

## 29. 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.

## 30. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Agreement activity may resume at such time as the Authority issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense where the Consultant is determined by the Authority to be non-responsible. In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

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

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

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

In the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by this section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, it shall report such occurrence to the Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See “<http://www.panynj.gov/inspector-general>” for information about reporting information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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 Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

### 32. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Agreement. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any questions of conflict of interest shall be final.

### 33. DEFINITIONS

As used in sections 27 to 32 above, the following terms shall mean:

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

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

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

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

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

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

35. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

FIRM NAME

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DATE

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

Very truly yours,

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

Lillian D. Valenti  
Director  
Procurement Department

Date \_\_\_\_\_

ACCEPTED:  
FIRM NAME

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

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

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

**INSTRUCTIONS**

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "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.