

June 13, 2013

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR US ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS ON AN "AS-NEEDED" BASIS (RFP 33799)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the "Authority") is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to perform expert professional conceptual Design and related Environmental Services for the US Routes 1 & 9 and Interstate I-278 Interchange Ramps on an "As Needed" basis. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's Standard Agreement (the "Agreement"), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

I. PROPOSER REQUIREMENTS

The Authority will consider only those firms able to demonstrate that they meet the following qualification requirements:

- A. Have satisfactorily completed at least one contract of similar size, type, scope, and complexity as the subject project within the past five (5) years.
- B. Have satisfactorily completed at least one National Environmental Policy Act ("NEPA") compliant project with the Federal Highways Administration ("FHWA") as the lead federal agency within the five (5) years.
- C. Has principal(s) that are Professional Engineer(s) licensed to practice in the State of New Jersey.

A determination that a Proposer meets the forgoing requirement(s) is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet this requirement shall not be further considered.

II. PROPOSAL FORMAT REQUIREMENTS

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

- A. To be acceptable, the Proposal shall be of no more than forty (40) pages single-sided or twenty (20) pages double-sided, using 12 point or greater font size, not including resumes. This limit does not include Section III, items: A, B, C, F, J, and K below, nor section and/or tab dividers. Each resume shall be 2-page maximum, single-sided or 1-page double-sided, using 12- point or greater font size. Product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP. The Proposal pages shall be numbered and bound, with "Your Firm Name," and **RFP Number 33799** clearly indicated on the cover.

- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, Two Montgomery Street, 3rd 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 seven (7) copies, along with one (1) compact disc copy, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Provide the address of your firm to which any written correspondence should be sent.
- F. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no** later than 2:00 p.m. on July 11, 2013. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.
- G. If your proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification shall be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- 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. a completed copy of Attachment C (Company Profile);
- C. a transmittal letter.

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

- 1) A statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If proposing as a common law joint venture, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of

participants will be allowed without the advance express prior written permission of the Authority.

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

D. Qualifications and Experience of Staff

In this section, detail the experience of key individuals (including subconsultants, if any) to be responsible for the successful completion of the contemplated services. Prepare an organization chart for this project that identifies the key individuals, their titles, their firm and office address, their function, task responsibility and reporting relationships. Attach a detailed resume for each key individual that includes their educational background, chronological history of employment, relevant licenses, and certifications. The resumes should clearly identify the years of experience in the field related to the tasks for which the individual will be responsible, as well as their specific role if any, in performance of the project(s) identified in response to Section I, above.

For the Project Manager, identify similar projects that the individual has managed in the past five (5) years. If the Project Manager is currently managing other work, clearly state how he or she intends to work on this project and include the percentage of time to be dedicated to this project as well as to any others during the term of the contemplated agreement.

It is desirable that the lead Traffic, Civil, Environmental and Structural Engineers meet the following requirements:

1. a minimum of fifteen (15) years experience in planning or design of highway facilities;
2. a minimum of ten (10) consecutive (10) years of experience as Lead Traffic Engineer, and the planning or design of at least two major highway design projects;
3. and each shall be a licensed Professional Engineer in the State of New Jersey.

E. Specific relevant experience of your firm.

This shall include, but not be limited to, a list of entities for which similar services have been provided. List any project experience where the FHWA was the lead federal agency, as well as any experience with the New Jersey Department of Transportation's Capital Delivery Process. Provide a list of the projects, and a contact as required, for the Authority to confirm said information.

F. Manpower Analysis

Complete Attachment D (Staffing Analysis Sheet) for performance of Tasks outlined in Attachment A.

The staffing analysis shall identify the names, titles, multipliers, actual hourly pay rates, as well as billing rates (for principals and partners), of staff to be assigned to the

performance of each task, and the total number of hours to be spent by them in the performance of each task, including out-of-pocket (direct) expenses, if any. Please note that allowable out-of-pocket expenses shall not include daily commutation or housing costs or any relocation costs that may be incurred by proposed staff in performance of the contemplated services.

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

If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multiplier, and/or billing rates as appropriate), their Minority/Women-owned Business Enterprise (M/WBE) status and the technical qualifications of their key personnel to be assigned to the subject project.

G. Technical Approach

A detailed description of the proposed technical approach to be taken for performance of the required services for each task in Attachment A, and a schedule for completion of said tasks including milestones associated with each task. Factors addressed in your technical approach shall include, but are not limited to, a draft Project Management Plan (including an organization chart identifying the project team associated with each task), your proposed methodology and strategy for performing the services in Attachment A, as well as any specific software or other technology you may employ in the performance of these services.

H. Management Approach

A detailed description of the proposed management approach to be taken for performance of the required services for each task in Attachment A. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure to be responsive to the Authority's needs; your proposed approach and schedule for keeping the client apprised of the project status; and your proposed approach to ensuring the quality and timeliness of the work product to be produced. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors that the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.

Your attention is directed to Paragraph 22 of the Agreement in which the Authority has stated the M/WBE goals for participation in this project. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms will be provided upon request.

I. A complete list of your firm's affiliates, if any.

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

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

IV. SELECTION PROCESS:

The review, rating and ranking of Proposals shall first be based upon the technical qualifications as indicated below. The qualifications based selection shall take into consideration the following technical qualifications, listed in order of importance, and subsequently cost, as appropriate:

- A. Qualifications and experience of the staff, including sub-consultants, performing services hereunder;
- B. Qualifications and experience of the firm;
- C. Technical Approach for the performance of the contemplated services; and
- D. Management Approach for the performance of the contemplated services.

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 30 minutes, and include the material contained in your Proposal. The presentation would 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 four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. Also, Proposers are encouraged to periodically access the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php#prof_ad 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, or to request access to information and/or materials referenced in Section V of Attachment A, that are not available on the Authority’s website, please contact David Gutiérrez, Special Purchasing Project Manager, by email at david.gutierrez@panynj.gov. All such emails must have “RFP 33799” in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Mr. Gutiérrez nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

Sincerely yours,

Tim Volonakis
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR US ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS ON AN "AS-NEEDED" BASIS

I. BACKGROUND

The Port Authority of New York and New Jersey (the "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 Port Authority Trans-Hudson Corporation (PATH) is a wholly owned subsidiary of the Authority. PATH is a heavy rail rapid transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York - New Jersey transportation network. The New York-New Jersey Metropolitan region ranks as the most mass transit-dependent region in the United States. PATH also serves as a catalyst for regional economic development due to the location of its thirteen stations and terminals within the high-density urban commercial and residential cores of Newark, Jersey City, Hoboken and Manhattan.

The Project

US Routes 1&9 and I-278 intersect near the boundary line between the cities of Elizabeth and Linden in Union County, NJ. Within this area, I-278 serves as a limited-access highway connecting the Goethals Bridge and the New Jersey Turnpike (NJT) to the east and US Routes 1&9 to the west. East of the Goethals Bridge is Staten Island, NY. I-278 continues eastward as the Staten Island Expressway, ultimately connecting to the Verrazano Narrows Bridge into Brooklyn (Figure 1). The approximately one-mile long section of I-278 in Linden and Elizabeth, situated between the NJT and US Routes 1&9, varies between two and three lanes wide in each direction, with wide shoulders. Except for the existing interchange ramps at the I-278 terminus with US Routes 1&9, the only other existing access point to the local roadway network along this section of I-278 is a set of slip-ramps at the easterly end that connects to Brunswick Avenue, a local industrial corridor serving a high volume of truck traffic.

The existing partial interchange between US Routes 1&9 and I-278 only provides connections between the portion of I-278 east of the interchange (including NJT Interchange 13 and Goethals Bridge) and the portion of US Routes 1&9 south of the interchange (i.e., from Westbound I-278 to Southbound US Routes 1&9 and from Northbound US Routes 1&9 to Eastbound I-278). These configurations do not provide direct connections from Southbound US Routes 1&9 to Eastbound I-278, or from Westbound I-278 to Northbound US Routes 1&9. The primary alternate routes used by local and through traffic include:

- Bayway Avenue/NJ Route 439: is a two-lane minor arterial in the City of Elizabeth that is a State operated route providing direct connection between the NJT Interchange 13 (at Brunswick Avenue) and US Routes 1&9 (at Bayway Circle).
- Brunswick Avenue and Park Avenue: municipal streets that provide an alternate connecting route between the NJT Interchange 13 and US Routes 1&9 (at Park Avenue).

The interchange between US Routes 1&9 and I-278 is New Jersey Department of Transportation (NJDOT) property. Given the congestion on the local roadway network affecting the approaches to the Goethals Bridge, the Authority, with the approval of NJDOT, is leading the contemplated conceptual design and environmental effort for a new set of ramps to make the connection between I-278 and the portion of US Routes 1&9 north of the interchange. Though the services contemplated hereunder will be performed by the Consultant under this Agreement (with the Authority), the project is a NJDOT project subject to the review and approval of NJDOT.

The NEPA portion of the project will be performed under the auspices of the United States Department of Transportation Federal Highway Administration ("FHWA"), the federal lead agency ("Lead Agency"). On the basis of two prepared preliminary concepts, FHWA has indicated that an Environmental Assessment was the appropriate level of documentation for NEPA compliance.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of preparing a Conceptual Design Package (Stage I) based on the previously prepared concepts (made available in Section VI below) and the subsequent services performed hereunder, and preparing a National Environmental Policy Act ("NEPA") compliant Environmental Assessment ("EA") including all required NEPA materials for the construction of US Route 1&9 and Interstate 278 interchange ramps, as required to alleviate local roadway congestion in the County of Union, NJ.

The Consultant shall comply with the procedural and substantive requirements of applicable law, including but not limited to NEPA and applicable implementing regulations (e.g., those of the Council on Environmental Quality and the FHWA, and all other applicable federal, state and local environmental laws and requirements) including those of NJDOT. In the case of a conflict, the more stringent requirement shall apply.

III. DESCRIPTION OF CONSULTANT'S TASK

All submissions prepared by the Consultant hereunder, may, as approved by the Authority, be transmitted to, and result in Consultant meetings with the FHWA, and others as appropriate in performance of the EA required hereunder. Tasks to be performed by the

Consultant shall include, but are not limited to the following:

TASK A. DOCUMENT REVIEW

Review the referenced documents, as listed in Section VI below and meet with Authority staff, and others as required to discuss your findings, to review and modify the Project Management Plan (as appropriate), and to review Authority data relevant to the inspection prior too performance of field services.

TASK B. FIELD SERVICES

1. Field Verification and Inspection

- a) Verify existing field conditions including taking all appropriate field measurements.
- b) Conduct a field inspection of the proposed sites and surrounding area as appropriate.
- c) Provide all equipment including rigging, scaffolds and ladders as required to inspect the structure and to maintain traffic under and over the structure. Staging of inspection work may be required.
- d) Submit copies of completed field findings on inspection reporting forms (which will be provided by the Consultant and approved by the Authority) and meet with Authority staff to discuss those findings.

2. Traffic Analysis Update

- a) Update traffic volumes and forecasts from the 2009 Interchange Modification Report.
- b) Develop and perform a traffic count program for the study area as shown in Figure 2.
- c) Obtain updated field data (signal timing, intersection inventory, etc.) for the intersections to be analyzed, as required based on document review (Task A).
- d) Prepare a 2040 modeling run of the existing Goethals Transportation Model (GTM) for the Interchange Ramps Build and No-Build with the Goethals Bridge Replacement (GBR) Build based upon information compiled in the performance of Task A, above.
- e) Prepare select link volume data (cars and trucks) for key corridors in the study area including Bayway Avenue (from Interchange 13 to U.S. Route 1 & 9), I-278 (from the Goethals Bridge to U.S. Route 1 & 9), and U.S. Route 1 & 9 (from I-278 to South Broad Street) corridors.
- f) Compare the select link volume data for the Interchange Ramps Build and No-Build Scenarios to determine the net change resulting from the contemplated Ramps.
- g) Develop a Synchro Network for the study area as required to determine the impact of the Interchange Ramps on the surrounding roadway network. Create three models: 1) existing conditions, 2) 2037 Interchange Ramps Build with GBR, and 3) 2037 Interchange Ramps No-Build with GBR.
- h) Prepare and submit an executive summary level report detailing the impact of the Interchange Ramps on the study area. Incorporate Authority comments as required and resubmit the report as final.

3. Perform Topographical Survey

Perform topographic survey of the project area and prepare a survey report, as per NJDOT survey requirements. See Appendix 2 for survey requirements.

TASK C. REVISE REFERENCED DOCUMENTS

Based upon the work performed in the forgoing tasks, revise the following reference documents as required to reflect current conditions:

1. Problem Statement and Justification of Project Need (PSPN),
2. Environmental Constraints Analysis (ECA),
3. Interchange Modification Report, I-278/US Routes 1&9 Missing Link Ramps, Jun 2008 (IMR)

Submit and present an updated draft of the PSPN, the ECA, and the IMR to the Authority. Incorporate Authority comments as directed. As approved by the Authority, meet with the FHWA, and others, to finalize said documents.

TASK D. PROJECT SCHEDULE AND MONTHLY PROGRESS REPORTS

1. Prepare a Primavera-based Critical Path Method Project Schedule that extends from the date of award of this Agreement to the issuance of a Final NEPA finding, and completion of the Conceptual Design Package required herein. The schedule shall include:
 - a. start and completion dates for each task,
 - b. linkages with the conceptual design activities,
 - c. anticipated final approval dates (from each regulatory agency) as appropriate, and
 - d. staffing and time allocation for each task, including names and titles.
2. Prepare and submit a Monthly Progress Report (MPR) to the Authority including but not limited to, task status, deliverables, issues and concerns, accomplishments, actions required, hours of work expended for each task, total hours worked, percentage complete per task and a cumulative estimate of expenditures through the end of the reporting month including accruals. The monthly reports shall be updated as appropriate, and submitted on the 15th of each month.

Prior to submission of the Monthly Progress Reports, prepare and submit a template of the MPR for the Authority review. Incorporate comments as required, and submit the revised format to the Authority.

3. Prepare Present-Worth Analysis by task, and update monthly, as appropriate.

Describe the present worth status of each aspect of the work, any problems encountered, and recommendations for modifications to the Project Management Plan as required and as appropriate, and include any changes in personnel, methodology or schedule impacts.

4. Develop and maintain a website with interfaces on the Authority and NJDOT websites and post items such as project updates, meeting notices, NEPA documents, links, etc.

5. In performance of this task, attend Progress Meetings as required. (Estimate two (2) monthly meetings, each four (4) hours in duration, at the Newark offices of the Authority (2 Gateway Center, Newark, NJ or at other Authority facilities as required) for the term of the Agreement.

TASK E. DESIGN CRITERIA SUMMARY

Prepare a summary of all criteria to be used in the design including loads (dead, live, wind, snow, vehicular, wheel, impact, or other loads as appropriate), material grades, codes and assumptions. Said criteria shall include, but is not limited to all applicable codes and standards including the latest NJDOT standards and guidelines (available on NJDOT's website at <http://www.state.nj.us/transportation/eng/>) as well as:

1. federal, state, regional, and local government programs, plans, policies, initiatives, and all applicable public law and regulations which must be considered in support of the comprehensive review and assessment of the NEPA process. Reference applicable programs, plans, policies, initiatives, laws, and regulations in the appropriate deliverables.
2. Identification of all federal, state, and local permits, licenses and other approvals that must be obtained to implement the project (required for the construction of new ramps at the intersection of I-278 and U.S. Route 1&9). (See Appendix 1 – Potential Permits/Approvals, included herewith and made a part hereof.)
3. Prepare and submit draft regulatory consultation documents and/or Memoranda of Agreements as warranted, including supporting documents, to the Authority for approval and execution by the respective regulatory agencies as warranted.

Submit the Design Criteria Summary to the Authority for review. Incorporate changes as required and resubmit the Summary as final.

TASK F. ALTERNATIVE ACTIONS AND SCREENING

Based upon the work performed in the forgoing to tasks, prepare a list of alternatives to be considered in developing the Conceptual Design, for approval by the Authority.

1. Prior to performance of this task, submit your proposed methodology for screening alternatives including, but not limited to:
 - a. criteria to be applied (transportation performance Level of Service (LOS), design limitations, environmental impacts, Right of Way/community impacts, cost, etc.);
 - b. a comparative evaluation (screening) of alternatives;
 - a. objective basis for conclusions/recommendations and reasons therefor.
2. For each alternative:
 - a. prepare Maps, or other geographical information based graphics, that shows all potential areas of impact (including reasonable direct, indirect, and cumulative impacts);
 - b. prepare drawings, plans, design and construction durations, and estimates as required to provide a clear understanding of the location, costs, project concept, and to demonstrate potential impacts/risks. The drawings/plans must at a minimum identify

station centerlines, geometries, major environmental features, construction and right-of-way limits, profiles, and vertical and horizontal clearances. The locations of right-of-way boundaries will be as provided by the Authority.

- c. perform NEPA-related evaluation methods/techniques of each alternative and submit results to the Authority as required.
- d. establish baseline conditions from existing information in sufficient detail to identify the no action alternative.
- e. include recommendations and findings in draft Final Alternatives Action and Screening Report and submit to the Authority for review. Incorporate Authority comments and submit to FHWA for comments.

For estimating purposes, assume the convening of four meetings with the Authority and others, two in Newark, and two in Trenton to discuss selected alternatives.

3. Alternatives shall include those presented in the referenced NJDOT/FHWA Presentation on the Traffic Management and Physical Design Options (as well as the traffic management options indicated as "no-action" items).
4. Upon completion of the forgoing, prepare and present a draft report, to include but not limited to:
 - a. The alternatives evaluated, and the reason(s) therefor;
 - b. Alternatives eliminated from further study, and the reason(s) therefor;
 - c. Initial screening results and the reason(s) therefor;
 - d. Final screening results, and the reason(s) therefor; and incorporate Authority comments as required, and resubmit the report as final.
5. Prepare a Concept Development Report, compliant with FHWA requirements, incorporating the Value Engineering/Smart Solutions Study, as appropriate..

This task shall influence the performance of the Conceptual Design task below, and serve as the basis of the Presentations and Agreement Task.

TASK G. PRESENTATIONS AND AGREEMENT

Prepare and present a Draft PSPN, Alternatives considered, and Traffic Analysis findings to NJDOT, FHWA and impacted Municipalities as required to compile comments and form a basis for agreement as to preferred alternative(s). After review by, and comment from, the Authority, the Consultant shall present its findings to NJDOT and FHWA making recommendations for those alternative(s) best suited for the NEPA process, giving its reasons therefor.

Allow 30 days for NJDOT Value Engineering/Smart Solutions team to review and provide comments.

Incorporate NJDOT, FHWA and Municipalities comments, and submit to the Authority for review. Incorporate Authority comments and submit as final the Purpose & Need, Alternative Actions & Screening and Interchange Modification Report. The Analyses shall form basis for the NJDOT Notice of Availability, as appropriate.

TASK H. NEPA PUBLIC SCOPING MEETINGS

Prepare for, conduct and attend all scoping meetings and provide administrative support, such as ensure space is set up, materials are available for review, provide a sign-in sheet and comment sheet for attendees and return the facility to its original condition at the end of the scoping meeting. Provide digital, video and audio recordings of each scoping meeting. All meetings, meeting materials, lists of participants, etc. as prepared by the Consultant shall be as approved by the Authority prior to performance of any scoping meetings.)

As required to identify significant issues (actions, alternatives and impacts to be considered), and in compliance with the requirements of NEPA:

1. Develop, produce and distribute notice(s) of meeting/hearing(s); arrange and prepare the locations and facilities including making provisions to have for hearings officers and stenographers, and for meetings note takers.
2. If required; conduct presentations of the proposed project on behalf of the Authority, or others, as required; develop of draft and final minutes of the meetings, and provide recommendations for addressing issues raised during the meetings.
3. Meet with the involved agencies and the public as required to develop a Draft Scoping Package Outline (SPO). Submit a Draft SPO to the Authority for review. Incorporate Authority comments, as required, and resubmit as final.

Based upon the approved SPO, develop scoping presentation materials necessary to solicit input from interested agencies, organizations, and individuals. These materials shall include, but not be limited to: scoping meeting agenda(s); scoping presentation(s), and scoping document(s).

4. Establish dates and locations for a minimum of two meetings related to this task to consist of an all-agency meeting (open to the public), and one public meeting. Set the same agenda for each of the meetings, as approved by the Authority. Determine appropriate mailing lists for meeting notifications, and distribution of scoping materials.
5. Prepare a matrix as well as a summary of highlighting significant issues raised at scoping meetings and proposing a course of action to address them. 6. Prepare draft outline of the scoping package. Submit to Authority for review. Incorporate Authority comments as required, and resubmit as Final.

TASK I. PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION

1. Design, conduct and manage all aspects of a public and community outreach program throughout the NEPA process that informs, educates, and directly engages all those with an interest in the Project. The outreach program must meet the public participation requirements of NEPA. For all Public Outreach Meetings:
 - a. Provide digital video and audio recording and a court stenographer for all public meetings (as warranted). Assume two public hearings.
 - b. Prepare draft public hearings minutes for the Draft NEPA documents and submit to the Authority for review. Incorporate Authority comments as required, and resubmit as Final.
2. Develop and implement a Public Participation Program (PPP) which draws on multi-

media approaches, workgroups and other tools and activities, including, but not limited to: establishing an outreach office; scheduling stakeholders meetings and public information sessions; preparing materials, handouts, periodic updates and displays for ongoing public involvement; and developing and maintaining a project website.

Prepare and submit a draft technical memorandum, outlining the proposed PPP. Incorporate Authority comments as directed and resubmit the draft as final.

3. Prepare and maintain a database of all interested persons and organizations participating in the NEPA process. The database shall include all stakeholders, and shall be updated as appropriate.
4. Create and submit draft monthly summaries of public participation efforts and outcomes. Incorporate Authority as directed and resubmit drafts as final.

TASK J. INTERAGENCY MEETINGS

1. Establish and coordinate the activities of the following:
 - a) An Inter-Agency Technical Advisory Committee (TAC) including the Authority, NJDOT, NJ Turnpike Authority, the North Jersey Transportation Planning Authority, and other agencies as required.
 - b) An Environmental Committee/Task Force.
2. Prepare presentation materials, and evaluate comments and recommend courses of action as appropriate, preparing draft and final minutes of all interagency meetings.
3. As approved in advance by the Authority, provide access to data compiled hereunder, and used in developing the NEPA material, including, but not limited to field reports, subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be contained in the draft or final NEPA document.
4. Notify participating agencies of any scheduled meetings and their purpose, and provide an opportunity for others to attend said meetings if requested by said agencies.
5. Prepare a summary of all matters relating to NEPA documentation discussed in any meetings or communications between the Consultant and inter-agencies will be included in each formal monthly report submitted by the Consultant to the Authority and FHWA.

TASK K. IDENTIFY ENVIRONMENTAL CRITERIA

Determine the methodologies and impact thresholds to be applied for assessing the effects of the project on the natural environment, including:

1. Identifying draft environmental criteria for use in Tasks M, N, and O below, and for use by the design team.
2. Obtaining input on the environmental criteria as needed, from the appropriate federal, state, and local governmental agencies and revise.
3. Preparing and submit a draft Technical Memorandum identifying and describing the evaluation criteria. Incorporate Authority comments as required, and submit as Final.

TASK L. CONCEPTUAL DESIGN

1. Traffic Requirements

- a. Traffic design shall be based upon the Traffic Impact Study completed in Task B.
- b. Document vehicular demand forecast and network travel assignments for the study area.
- c. Prepare preliminary designs for Traffic items including:
Functional Traffic Plan including preliminary pavement marking design
 - Preliminary overhead signing plan.
 - Preliminary design roadside hazard protection including guide rail and median barrier lengths of need and impact attenuator locations.
- d. Identify existing sign structures to be removed or replaced, as well as newly proposed sign structures
- e. Prepare conceptual construction staging drawings which show traffic functional plan for each stage.

2. Civil Requirements

- a. Prepare conceptual drawings showing roadway baseline, horizontal and vertical alignments, paving and removals for all proposed roadways including the structures and ramps;
- b. Typical sections as necessary to depict geometry, typical construction, and to demonstrate staging;
- c. Curb, barrier wall and sidewalks for each roadway
- d. Identify impacted properties; parcels requiring permanent or temporary land acquisition and those requiring permanent subsurface easement agreements. Additionally, identify limits of temporary surface and permanent subsurface easements;
- e. Prepare a plan showing limits and specific areas where additional/supplemental topographical and utility surveys are needed.
- f. Identify and prepare a list of the utility agencies that may have facilities along the project corridor.
- g. Develop existing utility plans and recommended modifications where required. Prepare layout and relocation of utilities and drainage structures including Sanitary, Storm, Water, Gas, bridge deck scuppers, etc.;
- h. Prepare conceptual design and layout of stormwater management plan to comply with the NJDEP stormwater management regulations.
- i. Prepare drawings required to support Environmental permits
- j. All mapping, horizontal and vertical alignments shall be prepared in the following datum:

- 1) Horizontal Control: Coordinates shall be referenced to the North American Datum of 1983, (NAD83) and the New Jersey State Plane Coordinate System of 1983 (NJSPCS 83).
- 2) Vertical Control: Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

3. Structural Requirements

- a) Prepare and submitted for approval the Conceptual Structural Design Criteria Summary that specifies all governing codes, standards and requirements that are applicable to the project needs.
- b) Upon the approval of the Conceptual Structural Design Criteria Summary by the Authority, perform the conceptual design of all structural components that are required for this project. The structural components may include elevated ramp structures, retaining walls, overhead sign structures, utility supports including light and sign supports, culverts, etc. that may be required and developed in the project.
- c) Prepare conceptual engineering drawings of all designed structural elements. The drawings shall be prepared in proper scales, and shall contain all dimensions and information required for the project.
- d) Prepare conceptual structural construction cost estimate for all designed elements. The estimate shall conform to the format and requirements of the Authority.
- e) Perform and participate in scheduling and constructability evaluations, and to prepare evaluation reports as required.
- f) Coordinate and work with involved participants in the design development and in other works specified in the project. Provide structural input and support as required.
- g) Attend project meetings and site visits as required for the project.

4. Electrical Requirements

- a) Conceptual single line diagram of the power distribution system for the proposed roadway lighting and ITS components, including major conduit and wiring sizes, and power sources. Coordinate with PSE&G the electrical power requirements and arrangements.
- b) Roadway lighting design calculations and layout of poles; lighting luminaires schedules including types, models, control and power requirements. Coordinate with NJ DOT lighting design criteria.
- c) Electrical Demolition requirements. Identify locations of possible interference with the existing utilities and provide recommendation for mitigation of the conflicts.
- d) Preliminary Electrical Construction Cost Estimate, basics of estimate and estimate assumptions.

5. Geotechnical: Requirements

The Consultant shall gather existing soil information using NJDOT GDMS, Engineering Soil Survey Report by Rutgers University, available geologic publications and as-built plans. The Consultant shall be responsible for the foundation design and provision of:

- a) A cost effective foundation design working in collaboration with Authority and NJDOT staff.
 - b) The number of piles/drilled shafts to support bridge piers, abutments and retaining walls based on geotechnical criteria.
 - c) The structural design of all foundation elements including but not limited to piles, drilled shaft, pile caps, footings and piers.
 - d) An evaluation of potential environmental permitting issues associated with the various foundation options.
6. Environmental Requirements
- a) Conduct an ASTM Phase I Environmental Site Assessment (ESA) of properties within the project construction area.
 - b) Prepare Phase II ESA Scope of Work
 - c) Prepare conceptual cost estimate for:
 - 1) Soil disposal/beneficial reuse
 - 2) Soil erosion measures
 - 3) If applicable, dewatering effluent treatment and or disposal.

TASK M. EVALUATE AND DEVELOP DESIGN OPTIONS AND ALTERNATIVES

1. Throughout the Conceptual Design of the Interchange Ramps, the Consultant shall ensure the design complies with the PSPN.
2. Using the criteria established in Task L, identify NEPA-related impacts to the project area for all design elements and address the feasibility of mitigation. Compare these effects with the No Action alternative.
4. Develop and submit a draft Technical Memorandum, analyzing the design in a manner consistent with NEPA and other applicable laws and regulations. Incorporate Authority comments and resubmit as Final.

TASK N. EXISTING CONDITIONS/AFFECTED ENVIRONMENT

In accordance with NEPA requirements, comprehensively and succinctly describe the social economic and environmental setting for the area potentially affected by the alternatives in the Existing Conditions/Affected Environment section of the EA. This description shall be of sufficient scope to include all potential effects of the alternatives including their direct, indirect, and cumulative effects, with data and analyses commensurate with the importance of the impact. This section should include but not be limited to the following:

1. Any financing actions, actions by the communities or citizen organizations pertinent to the proposed action, or any other unique factors associated with the project that do not properly belong in another section of the NEPA document;
2. A location map, vicinity map and Interchange Ramps layout plan;
3. Any contemplated future actions, including facility installations and procedural actions that have not been included in the alternatives section and should be described to show

their relationship to the proposal and to indicate the intentions of the involved federal, state and local agencies regarding their environmental evaluations;

4. Other planned and developed activities in the affected areas (e.g., highways and other transportation projects, housing development and relocation, etc.) that are interrelated to the proposal and/or would produce cumulative impacts.

The description of the affected environment is required as per NEPA. A draft list of potential impact areas to be considered is as follows:

- Regional environment
- Water quality
- Coastal Zone Management and Waterfront Revitalization Policies
- Waterway Navigation
- Wildlife and Waterfowl Refuges
- Essential Fish Habitat
- Resource contamination/hazardous waste
- Solid Waste Management
- Endangered and threatened species
- Tidal and Freshwater Wetlands
- Visual Resources/Aesthetics
- Cultural resources (including archeological and historical resources)
- Native American Graveyard Protection
- Parkland and public recreation areas
- Primary and Unique Farmland
- Topography, geology, and soils
- Flooding, floodplains, and hydrology
- Transportation network (See Appendix 2.)
- Energy
- Construction
- Access and Circulation
- Air quality
- Human health
- Socioeconomic
- Economic
- Land Use/Zoning/Community Facilities
- Residential or Business Displacement
- Noise and Vibration
- Infrastructure
- Environmental Justice.
- Shading Created by Structure
- Wild, Scenic and Recreational Rivers

These potential impact areas should be ranked in order of level of significance, most critical to least.

Prepare and submit a draft "Existing Conditions/Affected Environment" Section for incorporation into the EA. Incorporate Authority comments as required, and resubmit as final.

TASK O. ENVIRONMENTAL CONSEQUENCES

Demonstrate specific methodologies and assumptions to be employed to analyze impacts related to traffic and transportation, access and circulation, air quality (Introduction, overview of non-attainment, Clean Air Act Compliance, Regulatory Conditions, Air Pollutants for Analysis, Existing Air Quality, Air Quality Modeling Analysis by Alternative, Short-term Construction Impacts, Long-term Impacts, Potential Mitigation Measures, Summary of Findings), noise and vibration (Introduction, Methodology, Factors affecting Traffic Noise Levels, Monitored Noise Levels, Noise Modeling Analysis by Alternative, Short-term Construction Impacts, Long-term Impacts, Potential Mitigation Measures, Summary of Findings), cultural resources, and economic considerations.

1. Describe the potentially beneficial and adverse social, economic and environmental effects of each alternative in the Environmental Consequences section of the EA. The information should have sufficient scientific and analytical basis to evaluate comparative merits of the alternatives. 2. Identify and discuss the NEPA-related impacts of each of the alternatives. For each alternative include any adverse environmental effects and the relationship between short-term uses of the environment and maintenance and enhancement of long-term productivity. Incorporate into the discussion:
 - a) Direct, indirect, and cumulative impacts and their significance.
 - b) Natural or depletable resource requirements and conservation potential of each alternative.
 - c) Urban, historic, and cultural resources and design of the built environment, including reuse and conservation potential of each of the alternatives.
 - d) Potential conflicts between each alternative and the objectives of federal, regional, state, and local land use plans, policies, and controls.
 - e) The setting established in the "Existing Conditions Section" is to be maintained and modified by the description of the environmental impacts of implementation of each alternative. The description shall include both beneficial and adverse impacts resulting from implementation of each alternative.
2. Identify potential mitigation measures for all relevant adverse direct, indirect, and cumulative impacts of each alternative, including avoidance, minimization, and then mitigation/compensation.
3. Once all the potential environmental impacts of implementing the alternatives have been identified and quantified to the extent practical, develop mitigation measure(s) necessary to minimize the impact to the extent reasonable and practicable must be identified and assessed for each adverse environmental impact identified. This effort shall include but not be limited to the following:
 - a) A clear, concise description of each mitigation measure.

- b) A thorough explanation of the manner in which each measure would be anticipated to mitigate the appropriate environmental impact.
 - c) A quantification, to the extent practical, of the degree to which each measure would mitigate the appropriate impacts.
 - d) A preliminary estimate of the cost to implement each measure.
 - e) An assessment of the overall feasibility of implementing each measure, time associated with the mitigation measure, and a recommendation of the optimal mitigation measure, for those environmental impacts for which more than one feasible mitigation measure has been identified.
4. Prepare a draft "Environmental Consequences" document for incorporation into the EA. Incorporate comments and resubmit as Final. For estimating purposes, assume the same number of copies as indicated in the Project Management Plan section.

TASK P. PREPARE ENVIRONMENTAL ASSESSMENT AND NEPA DOCUMENTS

The Environmental Assessment (EA) must be prepared in accordance with applicable law(s) for review by the Authority and FHWA. The Consultant must analyze all comments received from those parties, recommend a course of action, and prepare suitable narratives to address the comments.

1. Develop comparative methodology and prepare and present the Draft EA, the environmental impacts of the proposal (proposed action), and the reasonable alternatives in comparative form, including 40 CFR Section 1502.14.
2. Compile the results of tasks and prepare Draft EA.
3. Include an Executive Summary in the Draft EA.
4. Include a list of preparers and qualifications; a list of agencies, organizations and persons to whom copies of the statement are to be sent; an index and all appendices.
5. Draft necessary NEPA supporting documents, i.e. that which is necessary to obtain a Finding of No Significant Impact (FONSI), e.g. Section 4(f), Section 106 compliance, etc. If the project does require a 4(f) evaluation and is Programmatic, it will be combined with the EA for distribution or if the 4(f) is an Individual, it will require a draft that is circulated separately to a smaller audience and would then be combined with the EA for distribution.
6. After the EA is prepared, reviewed by the Port Authority and approved by FHWA for release:
 - a. Draft a notice of availability of the EA for the FHWA
 - b. Provide a newspaper notice for one public hearing to take public comment.
 - c. Distribute copies of the EA to the appropriate agencies/interested parties and make available at suitable libraries or other facilities (this can include a website) for 15 days prior to the hearing.
 - d. After the comment period closes, usually 30 days after the hearing, those that have offered comments are to receive responses. Unless the comments are extensive or result in major changes to the original EA, the EA is not distributed a second time.

- e. Provide comments and responses are to FHWA along with a transcript of the hearing, and a request for a FONSI.

TASK Q. COST ESTIMATING, SCHEDULE, AND CONSTRUCTABILITY

1. Develop a staged construction schedule for the project. The staging effort shall include conceptual construction staging plans showing areas of work and maintained lanes of traffic.
2. Complete a constructability review. Review the conceptual design to ensure that the project elements can be constructed as planned. The consultant shall prepare a report documenting the findings
3. Provide a comprehensive, coordinated construction cost, scope and schedule for the conceptual design provided under Task L compiling all disciplines input and eliminating redundancies and filling in any missing areas.
4. Evaluate the cost and schedule impacts of all considered design alternatives.

TASK R. CONCEPTUAL DESIGN EXECUTIVE SUMMARY & REPORT

1. Develop an Executive Summary document describing all of the activities and outcomes of the planning phase conceptual design tasks. The summary shall outline the process and methodology by which the tasks were completed, a summary of the results and provide an index of all documents, designs, and analysis completed under the Planning Conceptual Design effort. The index shall provide a narrative of what information is contained in the various documents. The Executive summary shall include the status of the design, the various package names and annotate the next steps in progressing the Program elements.
2. Submit a 50%, and 100% Draft Conceptual Design Report and Final Report as an electronic Microsoft Word document in 11"x17" format. The design report shall include the drawings, estimates, schedules, and summaries outlined in Tasks L and Q. Incorporate Authority comments as required for the draft reports and resubmit within ten business days. The Consultant shall submit ten (10) bound color hard copies of the Final Report with cover stock front and back, and spiral binding. Cost estimates shall be included as Excel Workbooks; schedules shall be distributed in pdf and other industry standard format(s) requested by the Authority.

IV. SCHEDULE OF SUBMISSIONS

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

V. AUTHORITY DOCUMENTATION SOFTWARE REQUIREMENTS

The design shall be developed using Computer Aided Design and Drafting (CADD) technology as described in the NJDOT CADD Standards Manual (see <http://www.state.nj.us/transportation/eng/>). Other documents shall be developed using hardware and software consistent with industry standards and approved by the Authority. The systems presently accepted are:

- Microsoft Excel 2007; budgeting, cost monitoring, tables and charts
- Microsoft Word 2007; word processing
- Microsoft Power Point; graphics and presentations
- Microsoft Project 2007; design schedules

VI. INFORMATION AND MATERIALS AVAILABLE

The Authority will make available for the Consultant's information the documents specified below. The Authority makes no representation or guarantee as to, and will not be responsible for, their accuracy, completeness or pertinence and, in addition, will not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant. All documents in the possession of the Authority will be available to the Consultant for review at the Authority's offices at Two Gateway Center, 15th Floor, Newark, NJ, 07102, Monday through Friday, 9:00am to 3:00pm.

- A. I-278 / US Routes 1&9 Interchange Ramps Studies, December 2009, including:
1. Problem Statement and Justification of Project Need, PDF
 2. Environmental Constraints Analysis, PDF
 3. Appendix A1 – Field Visit Photographs of Existing Wetlands/Habitat Areas, PDF
 4. Hazardous Waste Technical Study (Oct 2009), PDF
- B. Interchange Modification Report, I-278 / US Routes 1&9 Missing Link Ramps, Jun 2008, PDF
- C. US Routes 1&9 / I-278 Interchange Ramps Concept Alternatives (2003, 2004), PDF
- E. As-Built plans for existing roadways in the project area, as available from NJDOT.
- F. Union County Route 1 & 9 Corridor Planning Study, 2011, PDF

VII. CONDITIONS AND PRECAUTIONS

A. GENERAL

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work. Vehicular traffic on the I-278/US Routes 1&9 Interchange shall always have priority over any and all of the Consultant's operations.

B. WORK AREAS

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

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

During all periods of time when the Consultant is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in areas

designated by the Chief Engineer and shall provide all security required for such equipment.

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

C. WORK HOURS

The Consultant shall perform his work at the site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Chief Engineer of the Authority.

In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

For site access, the Consultant shall be provided a name and telephone of an Authority contact to arrange for any site visits and to obtain passes for all personnel to access the project site, including those that will require site access during the NEPA process.

Figure 1. Project Location Map



Figure 2. Project Location Map

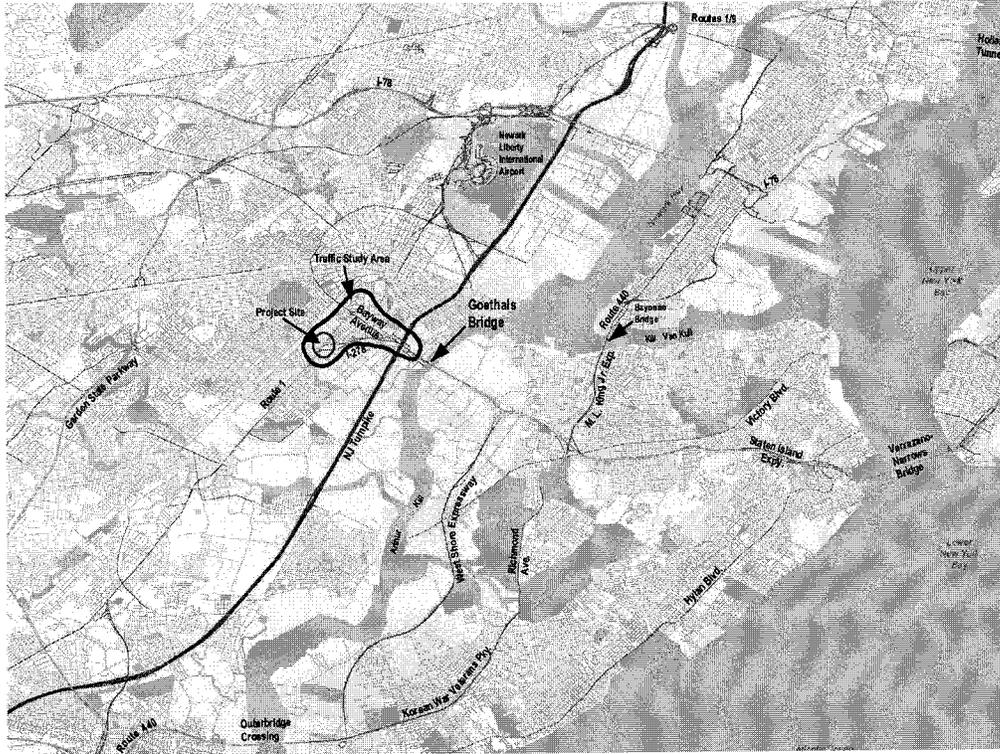
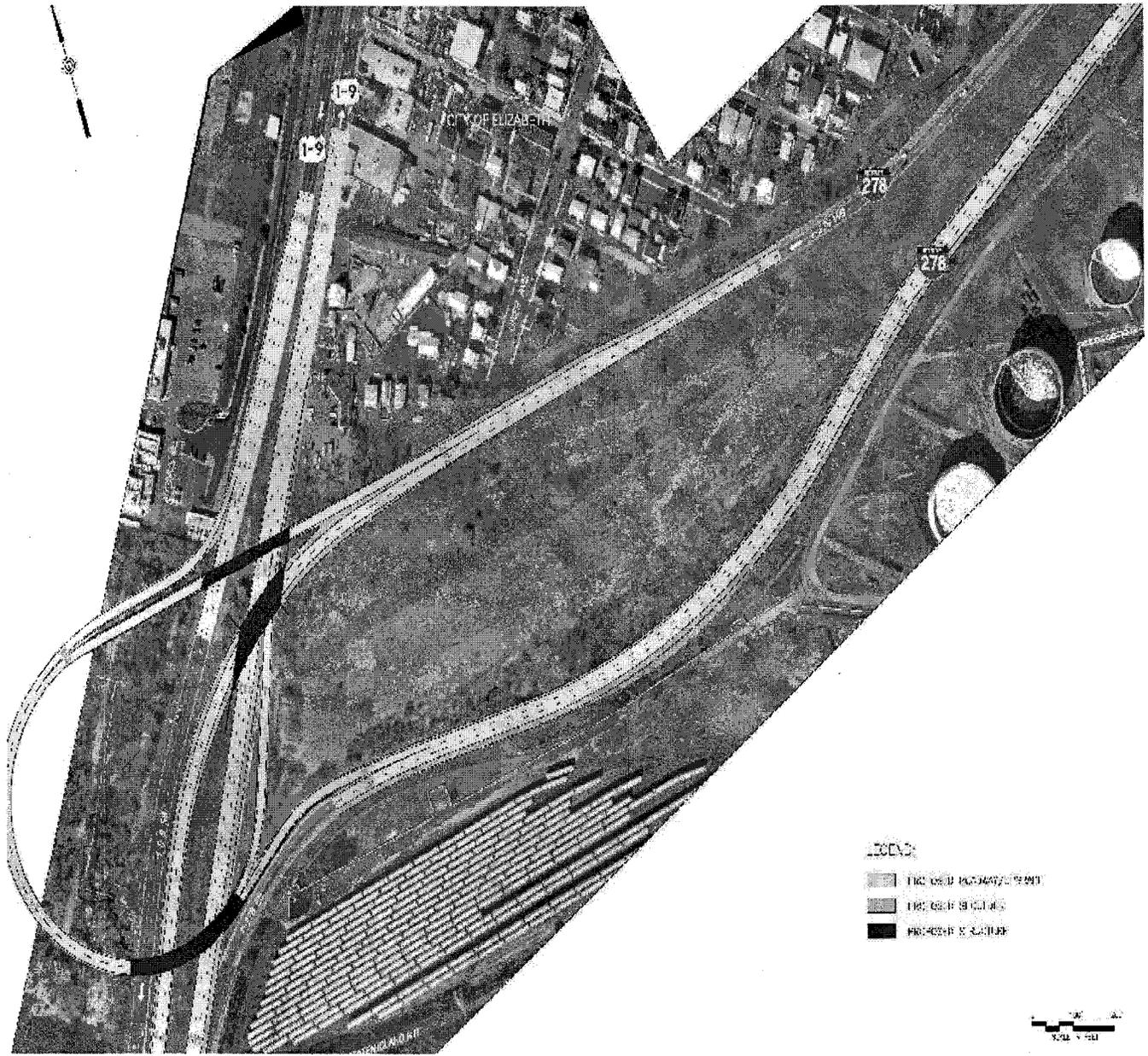


Figure 3 – Sample Design Concept



APPENDIX 1

PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR US ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS

POTENTIAL PERMITS AND APPROVALS

The Consultant shall, identify and prepare all required permits/applications as appropriate, and submit for approval as required. Required permits may include, but are not limited to:

Federal

- USACE Section 404 Dredge and Fill
- Resource Conservation and Recovery Act (RCRA) – Hazardous Waste Permit Program
- Executive Order 12898 - Environmental Justice
- US Fish and Wildlife Service Biological Opinion
- Section 4(f) Statement
- Transportation Conformity

New Jersey State

- Waterfront Development Permit
- Freshwater Wetlands Protection Act
- Water Quality Certification
- NJPDES – if stormwater discharge is proposed into public waters
- Solid Waste Management Act – Hazardous Waste Storage / Transport Permit - If applicable
- Tidelands rights
- NJ Historic Preservation Office / Section 106
- Industrial Site Recovery Act (ISRA)

NJTPA

- Congestion Management System Analysis

APPENDIX 2

PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR US ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS

NJDOT SURVEY REQUIREMENTS

A. SURVEY REPORT

1. A survey report must be submitted for each project that requires survey work.

General :

A. Prior to commencing any field work the Consultant and/ or Sub-Consultant /Designer /Surveyor Must :

- Request geodetic control criteria from NJDOT Geodetic Control Unit. Evaluate the Geodetic Survey information and incorporate into the field survey work. Research and recover the Geodetic survey monumentation.
- Contact the Regional Survey Office(s) for information that is available for existing alignment, monumentation and Right of Way plans and survey information.
- Contact the Engineering Document Unit in the Main Complex in Ewing, NJ should be contacted for additional documentation.
- Provide copies of Article 44, NJDOT Policy and Procedure Manual, NJDOT Survey Manual related, BDCs, CANs, NJDOT Photogrammetric Guidelines (if applicable), and materials related to the Survey portion of the work to the Sub-contractor. The Survey Team Leader and crew chief must have a copy of Article 44 and be made aware of the content.

B. Immediately after collecting field data the Consultant and /or Sub-Consultant /Designer /Surveyor Must :

- Furnish to the NJDOT, before the submission and acceptance of base maps, and survey control schematic plans, a list and description of the location and coordinate values of each control survey point, a copy of the original field notes showing the horizontal distance, angular measurements, and vertical measurements and a copy of the original computations for the adjustment of horizontal distance, angular measurements, and vertical measurements for proper closure of each control survey and level loop or line. This preliminary data submission shall be faxed with cover to Geodetic Survey (609-530-3689) for control reports, and to the appropriate Regional Survey Office (North-973-770-5151; Central-732-431-3335; South-856-486-6777) for general survey reports.

C. Include all survey control, baseline, and ROW monumentation in the Survey Report that was used. Prior to submittal, it must be field verified by the Consultant, and discrepancies shall be addressed in the report.

- D. Prior written approval needs to be received from the Survey Services Manager in order to utilize the North American Datum of 1927 (NAD27), and the National Geodetic Vertical Datum of 1929 (NGVD29).
- E. All data, supporting data, and final survey report will be provided in a digital format (CD) that will be 100% compatible with NJDOT computer systems. PDF or DOC extensions are suitable for use in a "read only" format.

2. Projects based on the New Jersey State Plane Coordinate System (NJSPCS).

The CONSULTANT shall provide PROJECT SURVEY CONTROL based on the classification standards for Horizontal Control, Second Order, Class II accuracy and Vertical Control, Second Order, Class I accuracy. The standards of accuracy shall meet the requirement of the Federal Geodetic Control Committee publication "Standards and Specifications for geodetic Control Networks (September 1984)" or its most recent revision. Pertinent supplemental publications for GPS related positioning to be used to complement the aforementioned publication are "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques," Version 5.0, dated May 11, 1988, reprinted with corrections, August 1, 1989 and "Guidelines for Establishing GPS-derived ellipsoid heights (Standards: 2 cm and 5 cm)," NOAA Technical Memorandum NOS NGS-58, version 4.3, November 1997, or most recent revisions.

The horizontal datum will be the New Jersey State Plane Coordinate System of 1983 (NJSPCS 1983), which is based on the North American Datum of 1983 (NAD83) latest adjustment tag. The NJSPCS of 1927, which is based on the North American Datum of 1927 (NAD27), shall no longer be utilized unless prior written approval has been received from the Survey Services Manager.

The vertical datum will be the North American Vertical Datum of 1988 (NAVD88) or its most recent revision. The previous datum, National Geodetic Vertical Datum of 1929 (NGVD29), has been superseded by NAVD88 and shall no longer be utilized unless prior written approval has been received from the Survey Services Manager.

The survey traverse and the level benchruns shall originate and terminate on existing monuments and/or benchmarks that meet or exceed Second Order, Class I, classifications and were directly established from and/or are part of the National Spatial Reference System (NSRS) formerly known as the National Geodetic Reference System (NGRS) database that is maintained by National Geodetic Survey (NGS). These permanent monuments have been previously established by US Coast and Geodetic Survey, National Geodetic Survey, National Ocean Survey, N.J. Geodetic Survey and other approved agency or private Contractor.

Leveling runs not otherwise specified shall comply with requirements in the Federal Geodetic Control Committee publication for Third Order Geodetic Leveling. The PROJECT SURVEY CONTROL shall be tied to the New Jersey State Plane Coordinate System. The above standards apply to projects which require the establishment, determination or reestablishment of ground control, horizontal and vertical, which are based or tied into the N.J. State Plane Coordinate System.

3. Projects based on other systems.

Projects which do not require the establishment of horizontal and vertical control, such as Safety Improvements, Maintenance projects, Guide Rail Installations, and Street Intersection Improvement, are not required to meet the N.J. State Plane Coordinate System standards. Guide Rail projects may require horizontal and vertical Control. Survey provider should contact the Prime Consultant/Designer to determine if it is required. These projects should eliminate any reference to the N.J. State Plane Coordinate System. In projects such as street improvements, resurfacing, road widening and bridge rehabilitation, a local or assumed system may be used.

The local system shall meet the following requirements:

- A. Position Closure - 1:20,000 Minimum after adjustment
- B. Angles Accurate to 5 Seconds or less
- C. Azimuth Closure (8 Seconds) times (Sqrt of N), where N is the number of angle stations

The local control survey traverse shall be established and measured by accepted National Geodetic Survey methods with proper consideration of tape calibration, all equipment and instrumentation calibration, and all corrections. The error in position closure after distribution of azimuth errors will not exceed 1:20,000. The bench level runs will not exceed 0.05 of a foot times the square root length of the runs in miles or will not exceed 12 millimeters times the square root length of the run in kilometers. All bench runs should be based on National Geodetic Vertical Datum (NGVD) 1929 or the North American Vertical Datum of 1988 (NAVD88).

4. Survey Report Content and Preparation

A survey report must be submitted for each project that requires survey work. There are **four** times during the project that a report or modification to the existing report may be needed.

- Aerial control portion,
- Project control portion (including how the existing baseline(s) was reestablished),
- Topographic survey portion
- Supplemental survey portion.

The following format shall be used:

- I. Introduction
 - a. Purpose - Describe the purpose for which the survey was conducted.
 - b. Point of Contact - Supply the name, phone number, and mailing address of the point of contact within the submitting organization, and the Professional Licensed Surveyor in responsible charge of the work. Supply the same information for all organizations that participated in the survey.
 - c. Accuracy Standards - Provide the accuracy standards (vertical and horizontal) specified for the project.
 - d. Signature and seal of the surveyor in responsible charge.

- e. Prime Consultant certifies in writing that the report was reviewed and found to meet project requirements.
- II. Location - Indicate briefly the geographic location and scope of the project in general terms.
- III. Field Work
- a. The Consultant shall describe the work performed to sufficiently research information to recover the existing monumentation on the highway project. Describe and delineate the existing baseline, right of way and center line monumentation and how it is tied into the project traverse and adjusted into the project survey network. The Consultant shall describe how the existing right of way line, and baseline were established.
 - b. Chronology - Give a brief description of the progression of the project. A narrative detailing the methodology utilized to establish all existing Baselines and ROW lines within the project limits is required.
 - c. Instrumentation - Describe the make, model and serial number of each instrument, and accessory equipment such as tripods, tribrachs, leveling rods, etc., age of all equipment, condition of equipment, and date of last calibration, collimation or repair work used on the project.
 - d. Deviation from instructions - Describe any deviation from the procedures and specifications stated in the project instructions.
- IV. Data Processing Performed - Describe the data processing that was performed. Include tasks such as transferring of data to different storage media, data quality checking, station descriptions, baseline determinations and closure computations.
- Complete the following sections as appropriate:
- a. Software Used - Specify all software by program name and version number which was used to acquire, manage, reduce, adjust, and submit field data. If the project data were reduced or acquired with different versions of a program, specify which version was used with which block of data.
 - b. Rejected Data - Specify any data which was rejected and re-surveyed. Include the reasons why the data from a particular field day were rejected.
 - c. Adjustment - Discuss in detail the type of adjustment performed. Indicate weighting technique used, and stations constrained. All analyses shall be reviewed and analyzed by the Licensed Professional Surveyor in responsible charge.
 - d. Closures - Tabulate the results of all loop mis-closure computations performed. Include the baselines used, base line length, maximum closure in each component, and average closure error in each component. Tabulate closure component error in terms of Cartesian coordinates and in terms of the local terrestrial system. Tabulate comparisons of repeat base lines observed indicating base line length, and maximum and average closure for each base line component. Closures will be stated in feet and parts per million including any scale factor applied.

- e. The above data, supporting data, and final survey report will be provided in a digital format (pdf or doc read only files) on a CD that will be 100% compatible with NJDOT computer systems.

V. Attachments and Enclosures

- a. The Consultant will provide a survey report including an alignment plan for all projects.
- b. The Consultant shall include the previously furnished list and description of the location and coordinate values of each control survey point, the original field notes showing the horizontal and angular measurements, and vertical measurements and the original computations for the adjustment of horizontal and angular measurements, and vertical measurements for proper closure of each control survey and level loop or line.
- c. Station List - Include a table, which lists the station name, coordinates, elevation and station type for all stations surveyed.
- d. Field Project Sketch - Attach a copy of the project sketch. If there are multiple copies of the sketch showing different data, attach a copy of each. The project sketch shall include the following:
 - 1. All stations occupied during survey.
 - 2. A border drawn around the edge with grid ticks for latitude and longitude.

In addition to the stations surveyed, the sketch should show other stations of the existing network located within or near the project area. Indicate in the survey report whether any attempt was made to recover these stations. The report and/or recovery notes must indicate why the recovered stations were not surveyed. To indicate a station that was not recovered use "NR" next to that station's symbol.

Survey points will be shown in an inset sketch when they are too closely together to be depicted clearly on the network sketch.

- e. Digital photo/ rubbings of monuments (control stations) shall be included in survey report.
- f. Field Logs - Provide dated copies of field survey notes and record books.
- g. Quality Control Checklists- Geodetic & General Report- (formats in Survey Manual Appendix C)
- h. Quality Assurance Checklist- Geodetic and General Reports- (formats in Survey Manual Appendix C)

COMPUTER AIDED DRAFTING & DESIGN (CADD) (last revised 01-2008)

This specification addresses the submission of digital CADD files to the NJDOT. When the submission of CADD files is not a requirement of the Agreement and the Department later determines that such a submission is necessary, then the Consultant's submitted CADD files must comply with the Minimum Requirements and Media Requirements detailed near the end of this Article. If it is specified in the original Agreement that digital CADD files will be

exchanged with the NJDOT, then all of the following requirements apply.

I. CADD Deliverables:

Engineering plans (drawings) shall be submitted in .dgn format as produced by Bentley Systems Microstation product, and shall be in accordance with the applicable Metric or English NJDOT CADD STANDARDS MANUAL, as published on the Internet at the NJDOT Web page. This document may be downloaded. The Web page also contains custom portions of the NJDOT CADD system, which may be downloaded. The files will greatly facilitate the provision of CADD files by others in accordance with DOT standards.

All support files will reside in the same directory (without subdirectories), and reference files shall be attached without device or directory specifications. Files shall be compressed using the Microstation "compress design" command before transfer to media, in order to remove deleted elements. All files (graphic and ASCII) necessary for accurate plan presentation shall be included. Hard copies of all electronic files and documentation shall be provided.

Any submitted file that does not conform to the NJDOT CADD Standards will be returned for correction, without additional compensation or schedule allowance. All CADD design files provided to the Department shall be compatible with the latest version of CADD software in use by the Department. Automated translations from a different graphics format are often incomplete, and do not result in fully compatible graphics files. The consultant is responsible to ensure and verify that the required information has been translated correctly and completely for the intended purpose.

II. File Format Requirements

Only files in standard file format(s) for the particular application used by the DOT CADD system (i.e. Microstation 7.x; SelectCAD INROADS 8.2; etc.) currently in use will be accepted. The Bentley format may also include those survey data files that serve as input to the engineering application, which is currently the Bentley Inroads product.

Geometry files for baselines and surfaces will be submitted in the current version in use at the NJDOT. The present formats are in the INROADS .ALG and .DTM formats respectively. Any input files used to produce the final files will also be provided. ASCII files may be provided as approved through consultation with the CADD Development Unit staff of the NJDOT.

The file formats and applications are subject to change as updates to the software are a normal industry occurrence. The consultant is expected to review the CADD pages on the NJDOT Website for any updates to formats and procedures. Contacting the NJDOT CADD Unit at the commencement of work is encouraged and recommended.

III. Survey File Requirements:

Where field survey information is to be submitted for the Department's use, strict adherence to the standards shown in the following formats as required by project scope of work is expected:

Metric Projects - Adherence to DOT CADD Metric Standards Manual is mandatory.

When Metric survey data is required, it will be collected electronically utilizing:

The Control Codes for the Bentley Systems SelectCAD Survey product and the NJDOT Metric Feature/Preference Codes.

The deliverables will be the files produced by the SelectCAD Survey product (.FWD) resulting from input from RW5 format field files.

The original and edited field files (RW5 format) will be provided to the Department as records of the survey.

English Projects – Adherence to DOT CADD English Standards is mandatory.

When English survey data is required, it will be collected electronically utilizing:

The Control Codes for the current Survey application in use at the NJDOT and the NJDOT English Feature/Preference Codes.

The deliverables will be the files produced by the current Survey application in use at the NJDOT resulting from data capture from Field Surveys.

The original and edited field files will be provided to the Department as records of the survey.

In the event that some other software is used to produce the engineering or survey data for a project, the Department may choose to accept data in ASCII format. The NJDOT CADD Development Unit should be contacted for direction and approval in this regard. Responsibility for correcting any file errors rests with the file provider.

IV. Aerial Photogrammetry Requirements:

When base mapping for engineering is produced from aerial photogrammetry, any survey information will be provided to the Department in the specified formats previously mentioned. This includes all control points, traverses, baselines, or other information that is used in conjunction with producing the photogrammetric information.

A detailed survey report shall also be submitted to the Project Manager, with copies to the NJDOT Geodetic Survey Office or appropriate Regional Survey Office. This report shall document the ground control used, the method of determining GPS coordinates, and the data reduction/software processes used. The design files with this information will be separate from the actual mapping files. The mapping files themselves will be drawn to the standards of the particular discipline requesting the mapping.

Standard Rules For Digitized Mapping:

- 1) No stream digitizing is allowed.
- 2) There will be no scale associated with elements in the design file (scale = 1:1).
- 3) There will be no rotation associated with views.
- 4) Contour lines and their corresponding elevations shall be placed in a design file separate from the rest of the topography. The contour lines and the elevation text are to be placed on different levels as per NJDOT CADD Standards. The contours and their elevations shall be drawn in a weight and size that meets the Department's standards when the design file is plotted at 1:300 for Metric or 1:30 for English.

- 5) All existing baseline data and traverse information with ground ties shall each be placed in separate files. Stationing, bearings and curve data must be supplied for all baseline alignments. Monument information, if included, should also be in the traverse file.
- 6) The coordinate system for all supplied files shall be an exact overlay to allow direct attachment of any reference file without manipulation.
- 7) If a graphically depicted grid system is supplied, it must be placed on a unique level or in a separate file.
- 8) All existing topographic features shall be placed in a separate design file as per NJDOT CADD standards.

NOTE:

The Digital Terrain Models (.dtm) files produced from aerial surveys MUST be free of any holes in the surface (except for large bodies of water or interiors of buildings). Additional ground survey may be required in obscured areas such as woods, or heavily shaded areas in order to provide a complete surface. The surveyed surfaces will be merged into the aerial survey surface as needed.

In the event that some other software is used to produce the engineering or survey data for a project, the Department may choose to accept data in ASCII format. The NJDOT CADD Development Unit should be contacted for direction and approval in this regard. Responsibility for correcting any file errors rests with the file provider.

V. Minimum CADD File Requirements: (updated 01-2008)

- 1) Graphics files must be Microstation (.dgn) format
- 2) Metric Working Units:
 - Master Units = m
 - Sub-Units = mm
 - 1000 sub-units/master unit
 - 10 positional Units/sub-unit
 English Standard Working Units:
 (Microstation Version 7 format)
 - Master Units = ‘
 - Sub-Units = “
 - 12 sub-units/master unit
 - 254 positional units/sub-unit
 (Microstation Version 8 Format files)
 - The “Units.def” file is set to US Survey Feet
 - Master Unit: Survey Feet Label: ‘
 - Sub Unit: Custom Label: “
 - Custom Units:
 - 3.93700000’=3.93700787 Feet
 - And
 - 47.24400000’ = 47.24409449 Inches
- 3) The global origin of all files should be set as follows:
 - Metric or English 2D file: 0, 0
 - Metric 3D file: 0, 0, -214000

English 3D file: 0, 0, -700,000

- 4) All drawings should be done at full scale (i.e. 1 meter or 1 foot in the design file equals 1 meter or 1 foot in the field.)
- 5) Supply written documentation of level structure, element symbology, cell names etc.
- 6) 1.1 Supply plotting instructions and pen tables

The information depicted in the above table is current at the time of the writing of this article. The consultant is expected to review the NJDOT website for revisions to the Minimum CADD File requirements at the beginning of work for the contract. A meeting with the Department's CADD unit is encouraged and recommended as a kick-off to the preparation of the CADD files.

VI. Media Requirements:

The accepted media for file exchange are: 650Mb CD ROM, standard 3-1/2 diskettes, or the Internet thru Email or FTP site. Media will have a label indicating the contents and how the files were loaded, and should be accompanied with a supporting letter of documentation, which describes the contents and downloading procedure. Emailed files will contain the above information. If a FTP site is used, an email or mailed documentation of the above information will be sent in conjunction with the file delivery.

NJDOT encourages the consultant community to use the Internet as the simplest and quickest option for delivering/receiving electronic files. Attaching files to E-mail and forwarding them to the appropriate addressee could accomplish this. Files that are to be transferred via the Internet should be in PKZIP compressed format, not to exceed 100 MB in size.

The delivery of the files to the NJDOT does not preclude the consultant from delivering a set of mylars as the final deliverable for a project. The deliverables as outlined in this article are for specific use of the electronic information for In-House design activities.

* * *

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

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL
DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR US
ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS ON AN
"AS-NEEDED" BASIS (RFP 32083)**

Dear Contact:

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

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

2. This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Chief Engineer, acting either personally or through his 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 <NAME>, <TITLE>, to act as his duly authorized representative. The Project Manager for this project is <NAME>, at (***) ***-****, or e-mail address *****@panynj.gov.

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

4. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the 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.

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

6. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the 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 services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the 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 the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

7. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs, unless you are specifically authorized in writing to so continue by the 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.

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

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

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

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested adjustment setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase only if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are a) in accordance with the program of periodic merit and cost of living increases normally administered by it, b) warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to

be applicable under this Agreement shall in all cases be finally determined by the Director or his/her designee, in their sole and absolute discretion.

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

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

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the 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 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 expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems,

computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses 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 advance 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 (GSA) for that locality.

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.

E. As used herein:

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

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records that have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier and billing rates referred to in subparagraph A above.

9. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as

records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

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

10. On or about the fifteenth 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.

11. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

12. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the 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.

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

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

15. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the 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.

16. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

17. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the

appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

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

19. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the 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.

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

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

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

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

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

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

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

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

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

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

21. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Consultant/Subconsultant identity checks and background screening

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

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial, or iris scanning.

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

- Issuance of Photo Identification Credential

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

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

- Designated Secure Areas

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

undergo background screening and personal identity verification.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- Audits for Compliance with Security Requirements

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

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

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

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

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

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

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

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

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

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

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

23. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in the absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant 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 insured and shall contain an endorsement that the policies may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate

of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Authority 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 the explosion, collapse and underground property damage (XCU) hazards.
 - c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
 - d. Coverage for work within 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 Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.

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

C. Professional Liability Insurance:

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

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, via e-mail to the Project Manager.

- 1) Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
- 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 Manager shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
- 3) Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
- 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 contract. 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 Contract.
- 5) The Port 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 results in an

additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

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

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

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

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

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

The foregoing certifications, shall be deemed to be made by the Consultant as follows:

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "25G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain

specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

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

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

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

27. NO GIFTS OR GRATUITIES

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

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

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

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

28. NON-DISCLOSURE/CONFIDENTIALITY, OFFERS OF EMPLOYMENT

During the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the 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.

29. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the 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. 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.

30. DEFINITIONS

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

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

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

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

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

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

31. The entire Agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly

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

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

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:

FIRM:

By: _____

Title: _____

Date: _____

INSTRUCTIONS

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

33. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

**PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND
RELATED ENVIRONMENTAL SERVICES FOR US ROUTE 1 & 9 AND INTERSTATE
I-278 INTERCHANGE RAMPS ON AN "AS-NEEDED" BASIS (RFP 33799)**

ATTACHMENT B

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 (FOI Code) 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 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 CONCEPTUAL DESIGN AND
RELATED ENVIRONMENTAL SERVICES FOR
U.S. ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS
ON AN "AS-NEEDED" BASIS (RFP 33799)**

1. Company Name (print or type):

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

3. Business Telephone Number: _____
4. Business Fax Number: _____
5. Firm website: _____
6. Federal Employer Identification Number (EIN): _____
7. Date (MM/DD/YYYY) Firm was Established: ____/____/____
8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

9. Officer or Principal of Firm and Title:

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

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

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

If your firm is an M/WBE not currently certified by The Port Authority of New York and New Jersey, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, for information related to applying for such certification.

ATTACHMENT D

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR U.S. ROUTE 1 & 9 AND INTERSTATE I-278 INTERCHANGE RAMPS ON AN "AS-NEEDED" BASIS (RFP 33799)

<INSERT YOUR FIRM NAME>

TASK A. Document Review *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK A TOTAL HOURS: 0 TASK A. TOTAL COST: \$0.00

TASK B. Field Services *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK B TOTAL HOURS: 0 TASK B. TOTAL COST: \$0.00

TASK C. Revised Reference Documents *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK C TOTAL HOURS: 0 TASK C. TOTAL COST: \$0.00

TASK D. Project Schedule and Monthly Progress Reports *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK D TOTAL HOURS: 0 TASK D. TOTAL COST: \$0.00

TASK E. Design Criteria Summary *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK E TOTAL HOURS: 0 TASK E. TOTAL COST: \$0.00

TASK F. Alternative Actions and Screening *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK F TOTAL HOURS: 0 TASK F. TOTAL COST: \$0.00

TASK G. Presentations and Agreement *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK G TOTAL HOURS: 0 TASK G. TOTAL COST: \$0.00

TASK H. NEPA Public Scoping Meetings *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK H TOTAL HOURS: 0 TASK H. TOTAL COST: \$0.00

TASK I. Public Outreach and Stakeholder Participation *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK I TOTAL HOURS: 0 TASK I. TOTAL COST: \$0.00

Total: \$0.00

TASK J. Interagency Meetings *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK H TOTAL HOURS: 0 TASK J. TOTAL COST: \$0.00

Total: \$0.00

TASK K. Identify Environmental Criteria *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK H TOTAL HOURS: 0 TASK K. TOTAL COST: \$0.00

Total: \$0.00

TASK L. Conceptual Design *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK L. TOTAL COST: \$0.00

Total: \$0.00

TASK M. Evaluate and Develop Design Options and Alternatives *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK M. TOTAL COST: \$0.00

Total: \$0.00

TASK N. Existing Conditions/Affected Environment *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK N. TOTAL COST: \$0.00

Total: \$0.00

TASK O. Environmental Consequences *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK O. TOTAL COST: \$0.00

Total: \$0.00

TASK P. Prepare Environmental Assessment and NEPA Documents *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK P. TOTAL COST: \$0.00

Total: \$0.00

TASK Q. Cost Estimating, Schedule, and Constructability *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK Q. TOTAL COST: \$0.00

Total: \$0.00

TASK R. Conceptual Design Executive Summary & Report *(Insert additional lines as required)*

Name	Title	Service Type	Firm	Hours	Hourly Pay Rate	Multiplier (if applicable)	Hourly Bill Rate	Cost

TASK L TOTAL HOURS: 0 TASK R. TOTAL COST: \$0.00

Total: \$0.00

TOTAL STAFFING COSTS: \$0

TOTAL OUT-OF-POCKET EXPENSES: \$0

TOTAL COSTS: \$0