

December 20, 2013

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR PORT NEWARK PORT STREET CORRIDOR IMPROVEMENTS PROJECT

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 performance of expert professional engineering services for the Port Newark Port Street Corridor Improvements project. 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 who are able to demonstrate compliance with the following qualification requirements:

- A. Performance of a minimum of three (3) curved girder bridge design contracts of comparable size, type, scope, and complexity within the last five (5) years.
- B. Must have a minimum of five (5) continuous years of experience immediately prior to the submission of proposals, in the performance of design and post award services similar to those contemplated in Attachment A.
- C. Must be licensed to perform Professional Engineering Services in the State of New Jersey.
- D. Principal/Lead Project Engineer must have a minimum of ten (10) years experience for elements listed in Attachment A.
- E. Lead Traffic Engineer must have a minimum of ten (10) years of experience in performance of traffic engineer services similar to those contemplated hereunder and must also be a certified Professional Traffic Operations Engineer (PTOE).

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 100 pages-single-sided or 50 pages-double-sided, using 12 point or greater font size, not including the cover letter, section dividers, Items A, B, D, G, H, I, M, N, and O of Section III below, licenses, certifications, and resumes. Each resume shall be two-page maximum, single-sided or one-page double-sided, using 12 point or greater font size. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 36024** 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 five (5) copies, along with six (6) compact disc copies, 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 Friday, January 24, 2014**. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above as well as your full legal name without abbreviations. The Authority assumes no responsibility for delays caused by any delivery services.
- G. If your Proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company.
- B. Complete a copy of Attachment C (Company Profile).
- C. Demonstrate your compliance with the prequalification requirements listed in "Proposer Requirements" as noted in Section I above. This information should be provided in the format outlined in item III. F below.
- D. Non-Disclosure Agreement (NDA)

For the purposes of this RFP, only the Stage II Report, drawings and calculations, as indicated in Section V, B, item 8, of Attachment A, shall only be made available to proposers hereunder who have completed and submitted a copy of the Authority's Non-Disclosure Agreement (Exhibit 1). All other referenced documents, except for those for which a link is provided, shall be made available to the selected Consultant only.

Proposer(s) seeking copies of the available documents (CD) must fill out and submit a fully signed PDF copy of the NDA via e-mail to Jessica L. Smith at JLSmith@panynj.gov . The e-mail subject line should state the RFP number. The body

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

Promptly after the e-mail request, the signed original NDA must be mailed to: The Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302, Attention: Jessica L. Smith, Principal Contract Specialist.

E. Qualifications and Experience of Staff.

1. Provide a detailed resume for each individual proposed that includes educational background, chronological history of employment and any relevant licenses and/or certifications. The resumes should clearly identify the years of experience in the field related to the tasks for which the individual will be responsible.
2. For each individual proposed, indicate their specific role, if any, in the delivery of the projects listed in your response to item III. F below.
3. Provide the qualifications and experience of all subconsultant(s), including their proposed specific areas of responsibility, as required to demonstrate their ability to perform the tasks required to successfully complete this project (highlighting their experience and technical capabilities). If proposing the use of subconsultant(s), provide their Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) certification status.
4. For each subconsultant proposed, indicate their specific role, if any, in the delivery of the projects listed in your response to item III. F below.

F. Firm Qualifications and Experience

Provide your firm's qualifications and experience in performance of the services similar to those contemplated herein. Identify only projects other than those submitted in response to III. C. above. For each project identified, indicate:

1. Description of services provided by your firm;
2. Start and end dates of services performed;
3. Contract value (total value of services performed by you);
4. Indicate whether said projects were completed on schedule and within budget;
5. Hiring entity and contact person (name, title, phone number, email address).

G. Prepare a staffing analysis for performance of each task in Attachment A, using the Excel spreadsheet available at the following link: [Attachment D \(Staffing Analysis Sheet\)](#). Include names and titles of the individuals proposed to perform each of the tasks identified as well as the number of hours required to complete each task, thereby.

H. Prepare a cost analysis for performance of each task in Attachment A, using the Excel spreadsheet available at the following link: [Attachment E \(Cost Analysis Sheet\)](#).

Identify the names and titles of assigned staff, the firm name(s), hours assigned to performance of the tasks indicated, "multiplier" (if applicable), and actual hourly pay rates, as well as billing rates for principals and partners, of specific staff to be assigned to

the performance of each task, the total number of hours to be spent by each of them in the performance of each task, and a list of anticipated out-of-pocket expenses.

Note: Out-of-Pocket expenses shall not include daily commutation, housing costs or any relocation costs that may be incurred by your staff in the performance of services under this Agreement.

I. Additional Cost Information Required:

1. The total amount to be paid to you hereunder including reimbursable expenses as provided in paragraph 7 of the accompanying Agreement.
2. Provide a breakdown of the multiplier as indicated in the first line of subparagraph 8.A of the accompanying Agreement (and Attachment D). Indicate all of its components (e.g. vacation, holiday, sick pay, worker's compensation, office rent, insurance, profit).
3. If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multiplier, and/or billing rates as appropriate) and their Minority/Women-owned Business Enterprise (M/WBE) status.

J. A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of said tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A as well as any specific software or other technology you may employ in the performance of these services.

K. A detailed description of your management approach to performance of the required services. Factors addressed in your management approach shall include, but are not limited to: your organizational structure for delivery of the contemplated services; your approach to ensuring the quality and timeliness of the required work products; and your proposed approach to keeping the client apprised of the project status. If the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors that the Authority will consider in evaluating Proposals.

L. 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 is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

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

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

- O. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. **However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP.** The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

III. SELECTION PROCESS:

The qualifications-based selection process shall take into consideration the following technical criteria listed in order of importance, and subsequently cost, as appropriate. After consideration of these factors, the Authority may enter into negotiations with the firm(s) deemed best qualified, in terms of the forgoing technical, to perform the required services.

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

IV. ORAL PRESENTATIONS:

After review of all Proposals, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations will be limited to 30 minutes, and should include material contained in your Proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than two (2) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name, telephone number, and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

V. ADDITIONAL INFORMATION:

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at <http://www.panynj.gov/business-opportunities/vendor-information.html>, and to monitor <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> for RFP updates and addenda. If your firm is selected for performance of the subject services, the agreement you will be asked to sign, at that time, will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees." By submitting a Proposal

the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked "CERTIFICATION STATEMENT."

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

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

Should you have any questions, please contact Jessica L. Smith, Solicitation Manager, by email at JLSMITH@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "RFP 36024" in the subject line. The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. Neither Ms. Smith nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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,

Tim Volonakis
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR PORT NEWARK PORT STREET CORRIDOR IMPROVEMENTS PROJECT

I. BACKGROUND

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

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

The Port Street and Corbin Street interchange (Port Street Corridor) provides direct access for Authority leaseholders in Port Newark and Port Elizabeth to both Route 78 and the New Jersey Turnpike (NJT). This interchange consists of the Port Street Bridge and the Corbin Street Ramp as well as their approach roads. The bridge is located directly above the NJT and Conrail railroad tracks. The Corbin Street Ramp connects southbound traffic to Corbin Street from the Port Street Bridge.

The New Jersey Turnpike Authority (NJTA) constructed the original Port Street Bridge in 1950. To accommodate increased traffic volume and provide an auxiliary lane to the ramp at Corbin Street, NJTA widened the Port Street Bridge in the 1970s. This was followed by the Authority’s construction of the Corbin Street Ramp that connects Port Street and Corbin Street (formally known as Terminal Street).

With growth in the shipping industry stemming from increased economic development in the region, the Authority conducted a comprehensive traffic study for Port Newark and Port Elizabeth in 2006. The report recommended several improvements for vehicular traffic access and egress at the north end of the Port Newark and east of the New Jersey Turnpike.

II. SCOPE OF SERVICES

The services of the Consultant shall generally consist of preparing Final Design and Contract Documents (Stage III), as well as performing Post Award Services (Stage IV) for Electrical, Structural and Traffic disciplines for Port Newark and Port Street Corridor Improvements, based upon the Stage II Design, titled “Port Newark – Port Street Capacity Improvements”, the accompanying summary report dated December 2012, and the referenced documents included herewith and made a part hereof, as appropriate.

The Consultant shall be responsible for all involved disciplines, except as noted otherwise herein, and shall coordinate its design with all involved disciplines and external agencies as required, and as approved in advance by the Authority.

The Authority will coordinate and monitor overall design effort, and except as noted otherwise herein, perform:

- environmental design, interdisciplinary coordination services, and prepare necessary documents to obtain required environmental permits;
- landscaping design, and related interdisciplinary coordination and contract document preparation;
- geotechnical engineering services;
- civil engineering design, including performing calculations, and preparing all general drawings, overall staging plans, civil drawings and related contract documents.

III. DESCRIPTION OF CONSULTANT’S TASKS

The services of the Consultant shall include but not be limited to the following. (The Authority will perform audits of Consultant design documents for each milestone review submittal and provide comments within twenty (20) days of submission.)

TASK A– PROJECT SCHEDULE

Submit a detailed project schedule. The schedule shall comply with the submission schedule as identified in Section IV titled “schedule of submissions and deliverables” and shall include but not be limited to meetings, presentations, project milestones and interdependencies, tasks and sub-tasks, allowance for review of all submittals by the Authority, and incorporation of Authority comments. Submit the draft schedule for Authority review. Incorporate Authority comments, as appropriate, and resubmit as final.

The duration of Tasks A through H below (Stage III) shall not exceed 20 (Twenty) months, and the duration of Task I (Stage IV) shall not exceed 42 (forty-two) months.

TASK B – MEETINGS AND PRESENTATIONS

1. Attend a kick-off meeting as well as monthly progress meetings, and presentations, as required by the Authority. Record, and subsequently distribute for review and comment, draft minutes. Minutes shall identify items requiring follow-up action and are subject to Authority approval. Incorporate all comments, and follow up action items, as appropriate and resubmit minutes as final within three (3) business days of receipt of Authority comments.
2. Prepare presentation material for meetings as required.

3. Meetings shall take place within the Authority's facilities or offices, or at the Consultant's offices as determined by the Authority.
4. Conduct design presentation to outline key features of the design at 70% progress submission. As part of the presentation, prepare all required presentation material including, but not limited to drawings, computations and backup information.

Estimate twenty-four 24 meetings and twelve (12) staff hours per meeting (inclusive of presentation). Meetings typically takes place at the Authority's office at Two Gateway Center, Newark, NJ or offices located in Port Newark, NJ or Port Elizabeth, NJ. Meetings with stakeholders such as Conrail or NJTA may take place at their offices in New Jersey.

TASK C – DOCUMENT REVIEW AND INVESTIGATION

1. Review all available documents included herewith or referred to herein as appropriate.

This shall include review and implement Stage II design recommendations, reviewing existing drawings and data for the existing Port Street Bridge and Corbin Street Ramp, and searching and retrieving additional drawings including shop drawings for the existing Port Street Bridge from NJTA and existing Corbin Street Ramp from Authority files, as required.
2. Required field data not available in the referenced documents shall be collected in performance of Task D, Field Inspection, Verification, and Test Pits.

TASK D – FIELD INSPECTION, VERIFICATION AND TEST PITS

Prior to beginning of design, consultant shall conduct field inspection(s) of the project area with Authority staff, as required.

Staging and coordination of all field surveys, inspection work and site visits with Authority staff, are required. All field services must be scheduled at least five (5) business days in advance. Field services involving Conrail and NJTA may take longer than two weeks to coordinate and schedule.

Estimate a total of one hundred sixty (160) hours for inspection/site visits inclusive of all involved disciplines. Hours are based on two (2) persons per visit, 8 hours each per visit.

1. Prior to performing any field inspections, meet with Authority staff to review data relevant to the inspection. No inspection work shall be performed without written approval of the Authority.
2. Coordinate/schedule date and duration for inspection with Authority staff.
3. Prepare all maintenance of traffic drawings needed for performance of the field inspection services, and submit to the Authority for approval prior to scheduling fieldwork. Inform and coordinate with the Authority for all required lane closures. All maintenance of traffic work shall conform to the current Federal Manual on Uniform Traffic Control Devices, including all applicable requirements of other applicable agencies.
4. 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.

5. Verify existing field conditions including taking all appropriate field measurements.
6. Submit copies of completed field findings on inspection reporting forms (which will be provided by the Consultants and approved by the Authority) and meet with Authority staff to discuss findings.
7. The Authority will make available all survey information, which includes pavement cores, surface and subsurface elements and utilities of the project site(s) to the Consultant. The Authority surveys are on the following coordinate system: the horizontal coordinate system is New Jersey State Plane coordinate System, North American Datum 1983 (NAD83); the vertical datum is North American Vertical Datum of 1988 (NAVD88).
8. Provide Authority with drawings or sketches showing approximate location for existing utilities to be verified via test holes/test pits. Authority will conduct necessary verification test holes/test pits.
9. Perform a field inspection of the Port Newark and adjacent crossings with appropriate Conrail and Authority personnel. This inspection will examine the equipment installed at the locations and the circuitry interconnecting to other crossing warning systems and assess the conditions.

TASK E – DESIGN CRITERIA SUMMARY

Prepare a detailed summary of all criteria to be used in the design including loads (dead, live, wind, snow, vehicular, wheel, impact, or other as appropriate), material grades, codes, and assumptions.

All works shall be designed in accordance with latest applicable codes and standards. Standards shall include but not be limited to:

1. All applicable codes, ordinances, statutes, rules, regulations and laws and with the Authority's Engineering Design Guidelines/Procedures as applicable. The Authority design standards are available through the Authority's website through the link provided in Section V. (B) of this document.)
2. Design/modification to New Jersey Turnpike Bridge structure shall meet the requirements of the New Jersey Turnpike code for loading, material grades, utility design, bridge design, and specific analysis.
3. Construction work within Conrail property shall meet current requirements and Conrail standards.
4. Authority's Sustainable Infrastructure guidelines.

TASK F – FINAL DESIGN AND CONTRACT DOCUMENTS (STAGE III)

Prior to the performance of this task, submit project specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the final design and the preparation of Contract Drawings, construction estimate and Specifications specified herein.

The Consultant shall be responsible for producing all contract documents, except as noted otherwise herein, including but not limited to drawings that comply with the Authority's

Engineering/Architectural Design Division CADD Standard Guidelines, Contract Unit Review Standards, and the Project Delivery Roles and Responsibilities. Said referenced documents can be obtained from the Authority website links as provided in section V (B).

Upon completion of the Contract Documents required hereunder, submit a letter to the Chief Engineer signed by the firm's principal certifying that the Consultant has performed the Quality Control/Quality Assurance Program as defined by the Consultant at the start of this Task.

Prepare final design and Contract Drawings for work to be performed by a Contractor based on the Stage II Design and which shall include, but not be limited to, the appropriate work items contained in the foregoing tasks and shall include, but is not limited to the following:

1. Electrical Engineering Requirements:

- a. Electrical design, including all necessary calculations, coordination with utilities, preparation of load letters, and development of any details to construct fully functional electrical system to provide power to traffic signal cabinets, overhead sign lighting, VMS signs, and railroad signal hut and ITS devices.
- b. Prepare drawings showing conduit routing from utility pole to service disconnect switch, feeder size and electrical service equipment size for each location of traffic cabinet requiring power from the utility (PSE&G).
- c. Prepare load letter for each service.
- d. Identify the utility poles and light poles with overhead utilities that need to be relocated to allow the realignment of roadways, bridge structure, and Corbin Street Ramp. Prepare sketches to identify the utility poles and overhead utilities that require relocation for coordination between the Authority facility and the utility companies. The sketches shall show the existing locations and suggested locations of the poles. The relocation of the utility poles shall be carefully planned to minimize the expense and construction staging effort.
- e. The design shall be based on the latest applicable codes, standards, Federal Emergency Management Agency flood elevation guidelines.
- f. Final design set of electrical drawings shall consist of:
 - 1) At least one drawing containing electrical legend, abbreviations, list of manufacturers, and general electrical notes
 - 2) Power and lighting plan drawings for traffic intersections, traffic sign structure, VMS sign structures and railroad signal hut and ITS devices. Roadway lighting plans
 - 3) An elevation view of each sign structure and VMS structure locations
 - 4) Electrical details
 - 5) Panelboards and Equipment Schedules, as needed.
 - 6) The elevation and plan views shall show the locations of traffic signal cabinets, locations of electrical service disconnect switches and control cabinets for overhead traffic sign and VMS structures, and locations of sign lighting fixtures.

2. Electronics Requirements:

Provide signed and sealed drawings containing the electronic design for the systems, infrastructure, equipment and tasks associated with the Port Street Corridor Improvement project

- a. Prepare a detailed fiber optic and copper communications connectivity plan showing both the new and existing ITS communications fiber backbone.
- b. Provide for the continuation of both copper and fiber optic cable connectivity from Building 260 to support the installation of CCTV cameras (to be supplied by others. Prepare and submit fiber optic and copper link budgets; link budgets shall be shown on plan drawings with reference to 0 dbm launch levels or per segment and splice.
- c. Prepare Contract drawings and correlate with the other disciplines for number count.
- d. Prepare conduit and cable schedules.
- e. Prepare contract design drawings in AutoCAD to include plan and single line systems diagrams in accordance with design criteria.
- f. Develop contract documents for conduit/cable connectivity to the traffic signal equipment and the ITS equipment. In addition, provide for design continuity of the communications network and support.
- g. Provide staging plan requirements, reflecting the needs of the adjacent project communications needs, develop design options and recommendations.

3. Environmental Engineering Requirements:

The Authority will perform design, interdisciplinary coordination and prepare necessary documents to obtain following environmental permits:

- NJPDES Construction Dewatering General Permit (NJDEP)
- Water Quality Certification (NJDEP)
- Construction Activity Stormwater Permit Authorization (NJDEP)
- Flood Hazard (NJDEP)
- Water Front Development
- Nationwide Army Corp of Engineers (New Outfall)
- Wetland Permit (NJDEP)
- Soil Erosion and Sediment Control permit (Hudson-Essex-Passaic SCD)

4. Geotechnical Engineering Requirements:

Include tasks to be performed by the Authority, as well as task to be performed by the Consultant:

- a. Geotechnical Engineering Tasks to be performed by the Authority:
 - 1) Develop a subsurface investigation program for the various proposed structures, including but not limited to test borings, test pits, geophysical investigations, and laboratory testing.

- 2) Prepare boring presentation drawings containing the results of the subsurface exploration program and summary sheets presenting the results of laboratory tests and the geophysical survey. The Consultant will be provided with the field and laboratory data.
 - 3) Provide geotechnical design criteria for incorporation in the Basis of Design Report.
 - 4) Perform the geotechnical foundation design for the Corbin Street Ramp, modification to the Port Street Bridge over Corbin Street and retaining walls. Foundation design will include the type of piles necessary for support of the various structures, including the size and required depth of embedment. Perform pile soil structure interactions analyses based on the loading provided by the Consultant. Based on the analyses, provide the Consultant with the design pile axial loads and bending moments for the structural design of the pile.
 - 5) Provide the lateral soil loads (including seismic loads) acting on the abutments, wing walls, and retaining walls. All structural design to be performed by the Consultant.
 - 6) Prepare final contract drawings showing geotechnical notes pertaining to foundation construction.
 - 7) Prepare standard/custom technical specifications and submittal requirements.
 - 8) Review foundation designs for the sign and traffic signal structures prepared by the Consultant.
- b. Geotechnical Engineering Tasks to be performed by Consultant:
- 1) Perform the geotechnical and structural design for all sign and traffic signal structures. Foundation design shall include the type of piles necessary for support of the structures, including the size and required depth of embedment and shall consider pile soil structure interactions analyses.
 - 2) Provide the Authority with the foundation and details for the sign and traffic signal structures and any structure specific information that is to be included in the geotechnical notes.
 - 3) Prepare and coordinate final construction cost estimates for all geotechnical elements of the project, to be incorporated in the overall project cost estimate prepared as per Task G.
5. Structural Engineering Requirements:
- a. Perform and submit a detailed constructability review to include detailed construction staging plans and contract drawings for the Corbin Street Ramp and Port Street Bridge (NJTA Structure no. 104.72) modification(s). In the development of the staging plans and drawings, closures, outages or disruptions to rail operations and vehicular traffic should be minimized. Coordinate the staging plans with regard to facility and tenant operations. Describe in detail the method and sequence of construction for the Corbin Street Ramp and Port Street Bridge modification, including the use of line diagrams and drawings. Show construction sequence, procedure, and method, including special equipments that may be required. Show

- temporary structures (such as temporary shoring and underpinning) that may be required to accomplish the work, including protection of existing roadway and tracks. Indicate how major structural components can be delivered to or removed from the site, and include special equipment or procedures needed. Address stages of construction over the active roadway, railroad tracks, and tenant areas. Methods of construction and selection of temporary structures shall minimize environmental impacts. Meet with Authority staff, tenants, Conrail, and utility companies to address their concerns, including periods of roadway closures and track outages allowed, during the development of the construction sequence, procedure and method.
- b. Provide design and contract drawings for the phased demolition of the existing NJTA Port Street Bridge Span 12 superstructure and east abutment and existing Corbin Street Ramp superstructure and substructure.
 - c. There are a number of existing utilities in the area, which will limit the potential pier locations. These utilities include telecommunications lines, fuel pipelines, gas lines, electrical duct bank and other utilities. The Authority will be performing additional surveys and test pits to confirm the location of these and other utilities. Based on the results of the surveys and test pits, the Consultant shall verify the location of the piers as shown in the Stage II design, or adjust the locations as required to clear the utilities. In particular, Pier 1P location of the Corbin Street Ramp shall be adjusted to clear existing electrical duct bank and other utilities.
 - d. Perform and submit Stage III design of Corbin Street Ramp superstructure and substructure components. Superstructure components include but are not limited to: the deck slab, curved girder, cross bracing, connections, and bearings. Substructure components include but are not limited to: pier columns, abutments, wing walls, retaining walls, and foundation elements, such as structural design and drawings for the drilled shafts and pile foundations.
 - e. For proposed Corbin Street Ramp Superstructure and Substructure, horizontal and vertical clearance requirements between existing rail track, temporary construction and permanent construction shall conform to Conrail's CE-6.
 - f. Perform and submit Stage III design for the modification of existing Port Street Bridge Span 12 superstructure and substructure components to accommodate the proposed widening of Corbin Street below. Superstructure components include but are not limited to the deck slab, girder, cross bracing, connections, and bearings. Substructure components include but are not limited to abutments, wing walls, retaining/crib walls, and foundation elements such as structural design and drawings for the pile foundations. Verify if strengthening or additional piles are required for existing Pier Bent 11 due to the longer span.
 - g. Coordinate with Authority Geotechnical staff on the seismic analysis and foundation design for the Corbin Street Ramp, modification to Port Street Bridge over Corbin Street, sign structures, and retaining walls.
 - h. Perform and submit lateral analyses for the structures including seismic, wind and temperature analysis.
 - i. Perform and submit Stage III design or relocation of approximately three (3) cantilever sign structures, two (2) overhead bridge sign structure, and five (5) railroad

- flasher structures, including foundations and traffic signal structures. The final number of sign/traffic structures to be further evaluated during design.
- j. Perform and submit Stage III design for the retaining walls along part northerly edge of Outer Port Street to minimize wetland impact.
 - k. Perform and submit drainage design and utility supports for the Corbin Street Ramp and Port Street Bridge structures.
6. Traffic Engineering Requirements:
- a. Prepare all Maintenance of Traffic drawings needed for Consultant's inspections during the design phase and Maintenance of Traffic contract drawings for the construction contract. Maintenance of Traffic drawings shall be prepared for all stages of construction showing the appropriate temporary traffic control devices for maintaining access for all vehicles, pedestrians, and construction operations, which may include temporary signs, pavement markings, traffic signals, barriers, impact attenuators, and per the Americans with Disabilities Act – compliant pedestrian access. For assess, if temporary traffic control signals are needed during construction and, if deemed necessary, prepare the final design in the contract drawings. All maintenance of traffic design shall conform to the current Federal Manual on Uniform Traffic Control Devices (MUTCD) (Part 6, Temporary Traffic Control), in addition to the requirements of the agency having jurisdiction.
 - b. Prepare contract drawings for all permanent roadway signs and pavement markings. The Consultant shall provide the conceptual sign message, size, type, and location for the permanent roadway guide signs, and conceptual pavement marking layouts, which shall be developed into final design documents by the Consultant upon Authority review and approval. Design all roadway guide signs and parking lot signs (vehicular and pedestrian) in accordance with the MUTCD, using the AutoCad Guide Sign program. The Authority shall provide the electronic files (CAD and JPEG versions) of logos and symbols, if applicable. Design the structures and foundations for all ground mounted and overhead signs.
 - c. Review and verify that all proposed overhead signs properly align with vehicle headlights to produce the required retroreflectivity qualities in accordance with the MUTCD. Provide adequate lighting to ensure the proper visibility of all proposed signs, if required. Include sign lighting wherever the vertical or horizontal alignment of the roadway reduces the ability of headlights to properly illuminate the sign, such that motorists would not have the proper perception and reaction time for the design speed.
 - d. Determine the conditions that warrant installation of traffic barrier and the dimensional characteristics of the installations, based on the American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide. Prepare traffic barrier drawings in accordance with the applicable agency's design standards. The warrant, type, and placement of end treatments and crash cushions shall also be in conformance to the AASHTO Roadside Design Guide and the applicable agency's design standards. Slopes shall be designed to avoid the need for a traffic barrier whenever possible. If traffic barrier is required, provide the calculations

- and analysis for the Length-of-Need (LON) of traffic barrier to the Authority for review.
- e. Develop Traffic Signal contract drawings for three (3) locations. Design drawings, appropriate for each submission level, shall be prepared by the Consultant showing the traffic signal layouts, striping, signing, phasing, timing, vehicle detection, wiring, pullboxes, conduits, and controller cabinets. The Authority Traffic Signal Design and Drawing Preparation Guidelines shall be followed during the design development. Signal phasing and timing shall be prepared by the Consultant. The design, phasing, and timing shall also be developed for traffic signal preemption. The plans shall include traffic design elements for roadway segments, signalized and un-signalized intersections. Foundations and associated traffic signal structures shall be designed using Authority standard details as a baseline.
 - f. Perform a traffic analysis for the Build Condition based upon Highway Capacity Manual Procedures, and using Synchro and the Highway Capacity Software version 5.5. The analysis shall be for the AM, MD and PM peak hours. The future build condition Synchro model will be provided by the Authority and made available for Consultant use.
 - g. Develop a Traffic Management Plan (TMP) that summarizes the project and how construction will affect travel locally and along the nearby regional highway network. The goal of the TMP is to enable all impacted roadway networks to operate freely during construction. The TMP shall summarize all the findings of the traffic analyses conducted during Stages I and II of the project in narrative and graphic formats and document the following:
 - 1) Project description (brief)
 - 2) Purpose of a TMP (brief)
 - 3) The traffic operations in the area in regard to roadway functional classification, travel routes and vehicular classifications.
 - 4) Key aspects of construction staging and alternatives for the design alternative, including why they were eliminated from consideration.
 - 5) Detailed plans and staging for closing the Corbin Street ramp, inner and outer Port Street.
 - 6) Any potential queues shall be identified that may result from closure associated with the construction stages that could have direct impacts in terms of traffic flow on Port Street, Corbin Street and Kellogg Street. The evaluation of local traffic impacts resulting from the overnight closure for each of the construction stages shall be documented.
 - 7) Traffic impacts that would cause traffic to divert to South entrance of Port Elizabeth.
 - 8) Develop a Regional Transportation Management Center Communication Plan in coordination with all affected agencies e.g. NJTA, NJDOT. The communication plan shall include:

- a) Disseminating Travel information using Highway Advisory Radio (HAR) and Satellite (GPS) in conjunction with Transportation Operation Coordination Committee (TRANSCOM)
 - b) Local and nearby regional Variable Message Sign (VMS) update
 - c) Emergency Response and dispatch unit
 - d) Incident Management
 - e) Highway Patrol
 - f) Towing Company/Hospital
 - g) Additional response groups
 - h) Signal Timing evaluation and upload.
 - i) Agencies Point of Contact and Daily operations task force contact list.
- 9) Traffic monitoring plan (brief)
- 10) Incident management plan (brief)
- 11) Construction project coordination
- a) A construction schedule for the project.
 - b) Other construction projects in the nearby region that will be occurring simultaneously with this project.
- 12) Outreach Plan including contacts for operational, media, public agency, and elected officials.

The TMP shall be submitted for 70% and 100% review. The final report shall be reviewed by all stakeholders (affected agencies) to final approval. Up to 8 meetings are anticipated during the course of preparation of the TMP.

- h. All ITS work shall be based on the conceptual designs provided by the Authority. (See Conceptual Layout of ITS Devices). Project coordination will be required with the Authority to verify the existing ITS subsystems and develop design criteria based on facility operational objectives. Estimate 40 staff hours for ITS related project coordination. Prepare final design drawings, technical specifications, and cost estimates for identified subsystems and their integration to perform surveillance, control, and information dissemination functions. The integrated ITS subsystems include vehicle detection sensors, video surveillance, overhead dynamic message signs, and travel time readers. TRANSMIT readers will communicate with regional TRANSCOM system using Code division multiple access (CDMA) technology. The integrated ITS system shall adopt an open system architecture to allow integration with enterprise network infrastructure and services in accordance with the agency's ITS Strategic Plan and enterprise approach to technology deployment as well as the IT infrastructure master plan. The system shall have the capability to be monitored and controlled from the Administration Building 260 Traffic Management Center. The Consultant shall design the structures and foundations for the ITS elements.
- i. Prepare Contract Drawings detailing the communication system connecting all the new traffic signals to the Authority's Centralized Traffic Signal Management System

– Siemens Tactics. The existing system is National Transportation Communications for ITS Protocol (NTCIP) compliant capable of being monitored and controlled over the Port Authority Wide Area Network (PAWANET) at terminals located at the Admin Building 260 and the TMC at 2 Gateway, Newark, NJ. All traffic signals shall be configured into the Siemens Tactics system and Graphic User Interface (GUI). The traffic signals will require communication hardware within the controller cabinets.

- j. Develop final design and Contract Drawings for four (4) at-grade highway-rail grade crossings. Contract Drawings shall include, but not be limited to, location of Automatic Highway Crossing Warning (AHCW) house or signal case, layout of equipment, final locations and layout of traffic control and warning devices, final design of circuitry, track, and cable plan, and details of the devices, structures and foundations. The realigned and modified crossings shall be designed by the Consultant utilizing a predictor (instead of a constant) warning system. Coordinate highway-rail grade crossings design with the requirements of NJDOT.

Perform a traffic engineering assessment to determine if at-grade highway-rail crossing gates shall be included in the final design. Document your findings, and recommendations, and submit to the Authority. The Consultant shall then develop final design of gates if requested/approved by the Authority, as extra work.

Construction staging of the railroad trackway and installation of new railroad signal equipment for grade crossings and equipment housings/cases shall be developed.

Determine the timeline of track outages, maintenance of traffic during removal and installation of railroad equipment, schedule and duration or work/adjustments.

Design the signal interface needed for the railroad pre-emption for the traffic signals at Port Street and Marlin Street.

Design the structures and foundations for the devices associated with the at-grade highway-rail crossing.

Coordination will be required with Conrail throughout the design process.

The Authority will provide the Consultant with the preliminary track alignment and grade and schematic drawings of the existing grade crossings, and for the adjacent crossing warning systems in close proximity to Port Newark.

Confirm that overhead and underground utility conflicts are resolved for both construction of and final condition of supports and foundations of traffic signals and at-grade highway-rail crossing structures, traffic barriers, and ground mounted and overhead sign structures. The Authority will provide soil borings for foundation design and overhead/underground utility information. The Authority, upon request of the Consultant, and approval of the Authority, will provide additional borings, utility information, or test pits during the design phase, if needed. The Consultant shall perform structural and geotechnical calculations and submit such calculations to the Authority for review. If any existing sign structures are proposed to be re-utilized for the sign designs or for any new additional devices, the Consultant shall confirm that the structures and foundations can support the new elements.

7. For contract drawings, observe the following signature procedures:

- a. All Consultant contract drawings shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only document prepared by the Consultant that will be signed by Authority staff.
- b. Sign and seal all drawings prepared by the Consultant.
- c. Sub-consultants shall sign and seal their own drawings. The Consultant's logo shall appear on each drawing prepared by a sub-consultant.
- d. All drawings prepared by the Consultant shall be signed and sealed by the Principal(s) of the firm who is a Professional Engineer licensed in the State of New Jersey. The New Jersey seal shall have the following beneath the seal:

ORIGINAL SEALED AND SIGNED BY:

New Jersey Professional Engineer #
Certificate of Authorization #

8. Design Calculations And Diagrams:

Submit complete design computations, design reports and design drawings including drainage calculations, structural calculations, traffic timing calculations, etc.

All engineering calculation sheets, including computer generated input and output sheets, shall be numbered (sheets shall also include total number of sheets in package), dated, indexed and bound. All calculation sheets shall have the Consultant's logo and shall be initialed by the designer and the checker. The index sheets shall define the total number of sheets submitted and shall bear the seal and signature of an experienced engineer holding a Professional Engineer's license in the State of New Jersey and who is familiar with and responsible for the design.

- a. Calculations shall clearly distinguish between new and existing construction. Documents from which existing dimensions and existing member properties were obtained shall be referenced in the calculations.
- b. Submit design calculations for review/audit at the 70% and 100% design completion.
- c. Furnish the description and proof of adequacy of the program, if the computations are submitted in computer printout form. The description of each program shall include:
 - 1) the type of problems solved by the program,
 - 2) the nature and extent of the analysis,
 - 3) the assumptions made in the program,
 - 4) instructions for interpreting the computer output format.
- d. Submit complete input/output file of all computer analyses for the final design of all members in compact disc (CD) format.
- e. Indicate the design criteria used and the diagrams showing the loading conditions and loading combinations.
- f. Indicate the design constants and equations used, including all references.

- g. Submit with calculations, indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure, which will be sufficient to enable the Authority to evaluate the structure.
- h. Submit a clear diagram of all member forces (axial, shear, bending or other forces, as appropriate) for each loading condition controlling the design.
- i. At the conclusion of this task, a complete set of the final design calculations for all structural components, including sketches and computer printouts and all item described above shall be submitted to the Authority for its records. Engineering design calculations shall be signed and sealed by a professional engineer licensed in the State of New Jersey.

9. Construction Staging:

Prepare a Construction Staging Plan, developing and evaluating schemes for staging the complex demolition and reconstruction work, including the at-grade highway-rail crossings and associated traffic control and warning devices. Use the construction staging developed in the Stage II design as a basis for the development of the Construction Staging Plan. Prepare a draft report documenting the recommended construction staging plan. The report shall include a traffic analysis of all roadway segments and intersections in all stages of construction to verify that acceptable Levels-of-Service and queuing will be maintained. The existing and future build condition Synchro models will be provided by the Authority and made available for Consultant use. Traffic Capacity analysis of the roadways and intersections should be performed based upon Highway Capacity Manual Procedures, and using Synchro and the Highway Capacity Software version 5.5. The analysis shall be for the AM, MD and PM peak hours.

10. Permits:

The Authority will obtain all Environmental related permits. Consultant shall provide supporting documentation for Environmental permits and related documents as identified in Task F, Section 6 to the Authority. Consultant is responsible to obtain non-environmental permits from agencies such as but not limited to NJTA, NJDOT, FAA, Conrail, and the City of Newark. Such permits include, but are not limited to: obtaining Right-of-Entry for road and lane closures, detours, and other traffic control and pattern modifications from all agencies. When necessary, Consultant shall contact and coordinate with the Authority in obtaining signature from authorized Authority official(s).

11. Sole Source Documentation:

Sole Source/Sole Brand Items shall be considered the exception and are to be specified only when necessary. Sole Source items are those that are available from only a single source. Sole Brand items are available for delivery at the project site from multiple sources. Sole Brand items do not require a price quote from the company, but do require the internal authorization memo issued by the Authority's Design Division.

- a. Identify Sole Source items (the value of the item predominates) to be included in construction contracts early in Stage III and labeled with "No Substitutions Permitted" on the Drawings or in the Technical Specifications.
- b. Obtain the Sole Source letter containing the price quote from the company. The letter must be in proper format (provided by the Authority) and signed by an officer of the

company or someone (e.g., an employee) authorized to sign on behalf of the company. An authorization certification from the company must be submitted as proof that the employee is authorized to sign for the company.

12. Specifications:

The Authority has prepared an Index of Standard Technical Specifications, which must be used to the maximum extent possible and may not be altered or revised in any way by the Consultant. Since these Standard Technical Specifications may contain materials and related procedures, which are not appropriate to the specific Contract documents being proposed, the contract drawings must clearly define the materials and scope of work.

The Authority will prepare the contract book based on information supplied by the Consultant, as appropriate; the Consultant shall be responsible to provide the Authority a list of standard specifications. Any discipline (under the Consultant's scope) specifications that are not standard specifications shall be developed by the Consultant and provided to the Authority in Microsoft Word format for final review and approval.

Prepare Specifications to include the work specified in accordance with:

- a. Division 1 - Provide the following information for the Authority Standard Division 1 Specifications which will be prepared by Authority staff:
 - 1) Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract.
 - 2) A list of the Contract Drawings.
 - 3) A list of unit price items, where appropriate, with description and estimated quantities for each item.
- b. Technical Specifications:

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

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

- 1) Prepare any technical specifications, which are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews.

- 2) Comply with the Authority's Technical Specifications and Items Required for Completing Contract Documents. Instruction in obtaining this document can be found in Section V of this document.
- 3) Other than hard copies of specifications prepared by the Consultant that are to be submitted to the Authority as noted herein, the Consultant shall submit one CD of said specifications in latest version of Microsoft Word format.

13. Bidding:

Prepare written response to requests for information (RFIs) during bidding process and issue Contract Documents Addenda, as needed during the bid period. Text description of drawing change is not acceptable.

TASK G – CONSTRUCTION COST ESTIMATE

Prepare a detailed construction cost estimate at 70%, 100%, and for final submission for the final design based upon the final Contract Documents and Specifications and in accordance with the Authority's "Estimating Guide", see section V for details.

TASK H – CONSTRUCTION SCHEDULE

Provide detailed schedule of the time required to complete each construction stage, as well as an estimate of delivery time for all long lead-time items. Present the Construction Schedule using Primavera chart form using days, weeks or months as appropriate for the unit of time.

TASK I – POST CONSTRUCTION CONTRACT AWARD DUTIES (STAGE IV)

The services of the Consultant shall include but not be limited to:

1. Upon request, assist Authority staff in items specified below. Authority staff will:
 - a. Prepare Information for Bidders, Form of Contract, Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
 - b. Review with, and transmit comments from, various Authority Departments to the Consultant for incorporation into the Contract Documents.
2. Review addenda with and obtain approval of various Authority Departments.
3. Submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the performance of your Post Award Duties specified hereunder.
4. Prepare written responses to request for information (RFI) from contractor during construction for the design.
5. Review, and approve or disapprove all working drawings, catalog cuts and samples for conformance with the Specifications and Contract Drawings within ten (10) working days after receipt of said articles from the Contractor, for those articles for which you are Engineer-of-Record. Indicate any corrections and additions as required. Advise the Authority thereof giving the reasons for your decisions. Make all required distributions through final approval. Six (6) of each working drawing shall be required.
6. Prepare and submit, at the first pre-construction meeting, an outline list of required Contractor's submittals to include but not be limited to, working drawings, catalog cuts,

samples, certificates and test reports, including submittal requirement in contract document.

7. Upon completion of construction, modify the Contract Drawings to "Drawings of Record" conditions and certify the same. The Contractor shall furnish "as-built" information that is to be used to create the Drawings of Record. The Consultant shall verify the accuracy of the "as-built" information. Record Traffic Signal Plan (TSP) drawings for each traffic signal installation. TSP drawings shall be prepared in accordance with the Authority's Traffic Signal Design and Drawing Preparation Guidelines and asset information shall be gathered, using a checklist to be provided by the Authority, for signal equipment to include into the Authority's Roadway Devices Management System (RDMS).
8. Evaluate alternative construction details and materials, as requested by the Authority.
9. Make post-award contract changes with detailed estimates and make site inspections as required for the changes.
10. Maintain clear, dated records of all pertinent documents including but not limited to transmittals, submittals, and responses, Request for Information (RFI) and responses, meeting minutes, shop drawing mark-ups; designs, calculations or drawings prepared during the construction phase. These documents shall be forwarded to the Authority in bound form for official files.
11. Conduct inspections of traffic control devices during all temporary construction stages and final conditions. Inspections shall include, but not limited to, signing, pavement markings, roadside devices, as well as, the pre-final and final inspections of traffic control devices at signalized intersections, at-grade highway-rail crossings, and ITS Devices. Field support is required to observe roadway traffic conditions and inspect traffic control devices during transitions between construction stages. For the purpose of this task, estimate a total of 400 hours.
12. In addition to any on-site observations required as the Engineer-of-Record, attend, at the request of the Authority, one pre-construction meetings at the beginning of the construction period, one field meeting and weekly progress meetings for each month of the construction period, and one final acceptance meeting at the end of the construction period.

Compensation for the evaluations and changes referred to in items 7 and 8, above, shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the Consultant's proposed cost, provided that none of these items result from non-compensable work.

IV. SCHEDULE OF SUBMISSIONS AND DELIVERABLES

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

After each submittal Authority, comments will be forwarded to the Consultant for incorporation, within twenty (20) business days thereafter.

Milestone Review Submission		Submission Requirements	Completion Date (calendar days)
STAGE III – FINAL DESIGN			
1	Submit Quality Control Plan, Project Schedule and Design Criteria Summary	6 paper copies 1 electronic copy	28
2	70% complete contract documents	See section below for Deliverables list	231
3	Incorporate review comments and file Permit Applications		273
4	100% complete contract documents for Authority agency wide Review and CAD Audit (New Jersey Turnpike Authority and Conrail to Review Bridge design drawings and calculation as necessary)	See section below for Deliverables list	399
5	Incorporate review comments and Authority to Perform Law Review of Contract Documents	See section below for Deliverables list for Law Review	448
6	Incorporate Law Review comments and Authority to Perform Pre-Mylar review		490
7	Deliver Signed Mylars, Signed Calculations, Quality Control/Quality Assurance Documentation	See section below for Deliverables list for Final Design Package	511

STAGE III DELIVERABLES:

Prior to submission of the Final Design Package (on Mylars) to the Authority, interim review of the Consultant's submission at 70% and 100% completion of design, Authority CAD review, and Authority legal review of the final submission is required.

Prior to 100% Authority wide review submission, contact the Authority's Lead Engineer/Architect, as identified by the Authority, to request an official CAD review. The Consultant shall provide all CAD files in proper directory structure for the review, and shall incorporate all Authority comments as required. Upon approval of the 100% submission the documents shall be submitted for Authority wide review.

A. 70% Submission Deliverables:

1. Three sets of standard size (22" x 34") drawings, three half size (11x17") size drawings.
2. Plot Sheets on CD in DWF format
3. Preliminary specifications list and non standard custom specifications (C-Specs) if any.
4. Preliminary construction cost estimate, list of preliminary net cost items.
5. Two sets of design calculations on standard size paper.

B. 100% PA wide Review Submission Deliverables:

1. Comment resolution on 70% submission.
2. CAD review passing certificate issued by the Port Authority CAD Department.
3. Three sets of standard size (22" x 34") drawings, six half size (11x17") size drawings.
4. Plot Sheets on CD in DWF format
5. Final specification list and C-Specs if applicable.
6. Sole source letter and quote if applicable.
7. Final construction cost estimate, net cost items, and unit cost items with description.
8. Two sets of design calculations on standard size paper.

C. Law Review Submission Deliverables:

1. Comment resolution for 100% submission.
2. One standard size (22" x 34") drawings, three half size (11x17") size 100% complete design drawings
3. Final list of specifications, C-specs in MS word format, Net cost items, description for unit cost items if applicable
4. Final cost estimate approved by the Authority's Estimating Department.
5. Sole Source letter and quote if applicable.

D. Final Design Package:

Submit to the Authority all requested documents, reports and related materials forming the Final Design Package. The Final Design package shall include but not be limited to the following:

1. Letter signed by the firm's principal attesting that the QA/QC plan was implemented and completed.
2. The original signed mylars and one (1) set of standard size (22" x 34") engineering drawings showing all information and details on bond paper.
3. Three (3) set of half size (11" x 17") drawings of those indicated in Item a. above.
4. Electronic files on CD of those drawings indicated in Item b, above in both CADD and pdf format.

5. Two (2) copies of each of the design discipline's Final Design computations, including computer printouts and sketches in bounded form and on CD.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Consultant shall be provided on-site access to the Authority's computer network as required to upload all necessary files for CAD review; to the Engineering Estimating System (EES) for estimating documents; and to the Submittal Management System (SMS) to upload specifications and list of required contractor's submittals for each specification, including but not limited to, working drawings, catalog cuts, samples, certificates, and test reports.

The Authority will make available for the Consultant's information documents listed below. These documents specified below under "A" were not prepared for the purpose of providing information for the Consultant under the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. The documents are available to the Consultant for informational purposes only as they are in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant. The documents specified under "B" below were prepared for the subject work and form a part of this agreement.

A. Contract Documents

1. Record Drawings: New Jersey Turnpike Relocated Port St. Viaduct and Ramp A Bridge
2. Record Drawings: New Jersey Turnpike 1969 Widening, Modification to Existing 104.72, Contract W-1303
3. Record Drawings: PN-140.066 Corbin Street Ramp Substructure
4. Record Drawings: PN-140.067 Corbin Street Ramp Superstructure.
5. Record Drawings: PN-250 Rehabilitation of Corbin Street Ramp.

B. Documents Prepared For the Subject Work

Following documents are available from The Authority web site for download.

1. Estimating Guidelines
<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-estimating-guidelines.pdf>
2. Engineering/Architectural Design Division CADD Standard Guidelines
<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-ead-cad-standard.pdf>
3. Project Delivery Roles and Responsibilities
<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-revised-roles-responsibilities.pdf>
4. Index of Standard Technical Specifications

<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-standard-specifications-index.pdf>

5. Contract Review Standards

<http://www.panynj.gov/business-opportunities/pdf/contracts-unit-review-standards.pdf>

6. Sustainable Infrastructure Guideline

http://www.panynj.gov/business-opportunities/pdf/PANYNJ_sust_infra_guidelines.pdf

7. Engineering Discipline Guidelines

Architectural: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/architecture.pdf>

Civil: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/civil.pdf>

Electrical: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/electrical.pdf>

Environmental: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/environmental.pdf>

Geotechnical: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/geotechnical.pdf>

Structural: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/structural.pdf>

Traffic: <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/traffic.pdf>

8. Stage II Report, Stage II drawings and calculations.

VI. CONDITIONS AND PRECAUTIONS

The Consultant shall comply with the following conditions and precautions in the performance of services hereunder, except as otherwise directed by the Authority. Vehicular and rail traffic at the site shall always have priority over any of the Consultant's operations.

A. Work Hours

1. The Consultant shall perform his work at the site between the hours of 8:00 AM and 4:00 PM., Monday through Friday, unless otherwise directed by 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, unless otherwise directed by the Authority.
2. All activities in Authority's tenant areas and concessions must be coordinated with the tenants through the Authority.
3. Provide site specific Health and Safety Plan for Consultant staff engaged in fieldwork.

B. Work Areas

1. Limit inspection work to the areas necessary for the performance of such inspection and do not interfere with the operation of the facility, Authority's tenants or other property owners without first obtaining specific approval from the Authority.
2. During all periods of time when not performing inspections at the work site, store all equipment being used for the inspection in areas designated by the Authority or in areas obtained by the Consultant at his own expense. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time and shall provide all security required for such equipment.
3. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

VII.COMMERCIAL GENERAL 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 coverage in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. In addition, 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. In addition, the liability policies (other than Professional Liability) shall include the Authority as an additional insured and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

The Consultant shall have the policy endorsed:

- to eliminate any exclusions applying to the underground property, explosion and collapse hazards;
- and to provide coverage for work within 50 feet of railroad.

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.”

B. Workers' Compensation Insurance:

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.

C. Professional Liability Insurance:

Not less than \$2 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 basis 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. Upon request of the Manager, Risk Financing/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
2. 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.

The General Manager, Risk Financing must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and/or policy.

* * *

ATTACHMENT B

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL ENGINEERING SERVICES FOR PORT NEWARK PORT STREET
CORRIDOR IMPROVEMENTS
(RFP #36024)**

AGREEMENT ON TERMS OF DISCUSSION

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

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

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT C
COMPANY PROFILE
REQUEST FOR PROPOSALS
FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING
SERVICES FOR PORT NEWARK PORT STREET CORRIDOR IMPROVEMENTS
(RFP #36024)

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

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

If your firm is an M/WBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.

P.A. Agreement #*-14-*****
DATE

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL * SERVICES**

Dear CONTACT:

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

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

For the purpose of administering this Agreement, the Chief Engineer has designated ***, <TITLE>, to act as his duly authorized representative. The Project Manager for this project is ***, tel. (***), or email address ***@panynj.gov.

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

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

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove if, in his sole opinion, said items are not in accordance with the requirements of this Agreement, sound engineering principles or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction is intended. If any of the said items or any portion(s) thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant shall not be compensated under any

provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

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

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

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

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

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

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

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

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

C. Amounts actually paid to those subconsultants hereunder whose retention and compensation have been approved in writing by the Chief Engineer. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

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

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

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate, as determined by the United States General Services Administration - <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:

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

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips that are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and shall provide said receipts with the appropriate billing.

E. As used herein:

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

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

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 Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you, the Authority shall, within fifteen days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

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

or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief Engineer through the date of termination, minus all prior payments to you.

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

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 without prior written approval and instructions of the Chief Engineer, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Chief Engineer.

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

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

16. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Consultant/Subconsultant identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas

at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at <http://www.secureworker.com>, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- Audits for Compliance with Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. 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 "26G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

27. 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.

28. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

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

herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

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

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

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

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 if the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief Engineer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Engineer, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Chief Engineer shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or if a portion of the Consultant's said services is determined by the Chief Engineer to be no longer appropriate because of such preclusion, then the Chief Engineer shall have full authority on behalf of both parties to order

that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

30. DEFINITIONS

As used in sections 25 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 if a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

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

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

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

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

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 by 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.

FIRM NAME

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DATE

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

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ACCEPTED:
FIRM NAME

Lillian D. Valenti
Director
Procurement Department

By: _____

Title: _____

Date _____

Date: _____

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "34" to "35" and insert a new Paragraph "34": as follows:

34. 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.

Port Authority Non-Disclosure and Confidentiality Agreement (NDA)
Instructions:

Please fill in the NDA as described below. All original NDA's must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department (as described on Page 8 of the NDA).

Field Form Number	Description of Data to be Entered
[1]	Insert Name of Your Company (All caps)
[2]	Insert Calendar Date
[3]	Insert Month
[4]	Insert Year
[5]	Insert Name of Your Company (All caps)
[6]	Insert Company's full street address (no P.O. boxes) – city, state, and zip code
[7]	Insert Agreement No. or Awarded Contract, Duration of Agreement or Contract, and Official Title of Agreement or Project.
[8a], [8b] & [8c]	Insert Name and address of Port Authority contact
[9]	Print Your Name (Signatory must be a Principal of the Company)
[10]	Print Your Title – (Signatory must be a Principal of the Company)
[11]	Insert Date Signed (Should match date on Page 1)

The NDA signor must also sign an Exhibit A Related Party Individual Acknowledgment. All Prime employees that will come in contact with information must sign an Exhibit A Related Party Individual Acknowledgment.

EXHIBIT A

Port Authority Acknowledgment by Related Party Individual Instructions:

Please fill in the Exhibit A Related Party Individual Acknowledgment as described below. All original Related Party Individual Acknowledgments must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department.

Field Form Number	Description of Data to be Entered
[1]	Insert Your Name
[2]	Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil Engineer, etc.)
[3]	Insert Name of Your Company
[4]	Insert Name of Your Company OR if employed by for Sub-consultant/Sub-contractor insert the <u>Prime Company's Name</u> . (All caps)
[5a], [5b] & [5c]	Insert Month, Date, and Year of the <u>Prime's Company NDA (page1)</u> ,
[6]	Insert "Port Authority" OR if you are an employee of Sub-Consultant/Sub-Contractor, insert the <u>Prime's Company Name</u> .
[7]	Print Your Name
[8]	Insert Date Signed

EXHIBIT B

Port Authority Acknowledgment by Related Party Entity Instructions
(For use by Sub-Consultants or Sub-Contractors ONLY)

Please fill in the Related Party Entity Acknowledgment as described below. All original Related Party Entity Acknowledgments must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department.

Field Form Number	Description of Data to be Entered
[1]	Insert Your Name – (Signatory must be a Principal of the Company)
[2]	Insert Your Title
[3]	Insert Name of Entity (Company Name)
[4]	Insert Type of Entity (Corp., LLC, etc.)and Jurisdiction of Formation (State)
[5]	Insert Full Address of Entity (Company Address)
[6]	Describe Scope of Work of Related Party (Work performing for Prime)
[7]	Describe Project (include Prime’s Agreement Number or Awarded Contract Number and Official Title)
[8a], [8b] & [8c]	Enter Month, Date and Year of the <u>Prime’s Company NDA</u> (page 1).
[9]	Insert Name of <u>Prime Company</u>
[10]	Print Your Name – (Signatory must be a Principal of the Company)
[11]	Insert Date Signed

Sub-Consultant or Sub-contractor that signs Exhibit B must also sign an Exhibit A Acknowledgment. All Sub-Consultant or Sub-contractor employees must sign Exhibit A Acknowledgment.