

May 4, 2015

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL PLANNING SERVICES FOR THE REPLACEMENT OF AIRTRAIN AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS (RFP 42022)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to perform expert professional planning services for the replacement of AirTrain at Newark Liberty International Airport. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority’s Standard Agreement (the “Agreement”), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

I. PROPOSER REQUIREMENTS

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

- A. Successful completion of at least one (1) major airport circulator project that included design, planning and technical functions as well as oversight of the construction of similar scope and complexity as the services contemplated herein. The project shall include work on both the systems and infrastructure components of the project and had a minimum construction value of \$1 billion (adjusted for inflation/deflation), and should have been completed within the past ten (10) years.
- B. Successful completion of a minimum two (2) projects of airport circulator project concept development and specification with minimum values of \$400 million.
- C. Successful experience in developing staging of large multiphase construction projects in at least two (2) major airport projects within the last ten (10) years, which allowed for the continued efficient operation of the airport throughout the entire construction.
- D. Project Manager shall have a minimum of twenty (20) years experience and multi-discipline technical expertise performing planning and implementation of Airport circulator systems. The Project Manager shall have professional experience on at least three (3) similar major airport circulator programs.
- E. The designated lead for each of the subject matter focuses shall have a minimum of eight (8) years professional experience in his/her specific expertise. The designated leads shall have professional experience on at least two (2) similar major programs.

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

II. PROPOSAL FORMAT REQUIREMENTS

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

- A. To be acceptable, the Proposal shall be of no more than forty (40) pages single-sided or 20 double-sided, using 12 point or greater font size, not including resumes. This limit does not include Section III, items: A, B, C, H, I and J below, nor section and/or tab dividers. Each resume shall be 2-page maximum, single-sided or 1-page double-sided, using 12- point or greater font size. Product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 42022** 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. **PLEASE NOTE THE FOLLOWING-**

All proposals must be delivered in sealed envelopes and/or packages.

As of March 30, 2015, the Procurement Department will be located at 4 World Trade Center (4 WTC) located at 150 Greenwich St., 21st Floor, New York, New York, 10007.

PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Bidders assume all responsibility for delays or problems in delivery.

<p><u>Starting on March 30, 2015</u>, proposal submissions will be received at:</p>
<p>The Port Authority of NY & NJ Attention: Proposal Custodian Procurement Department 150 Greenwich Street, 21st Floor New York, NY 10007</p>
<p>At this address, proposals will only be accepted via the United States Postal Service, UPS or hand delivery.</p> <p>Clearly mark the solicitation number on the outermost package.</p>

- D. There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening.
- E. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

- F. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly.
- G. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated.
- H. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information.
- I. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.
- J. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 WTC, 150 Greenwich Street, 21st Floor, New York, NY 10007, Attention: RFP Custodian. Do not address your Proposal to any other name. You are required to submit one (1) reproducible original and seven (7) copies, along with eight (8) 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 discs.
- K. 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.
- L. Provide the address of your firm to which any written correspondence should be sent.
- M. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no** later than 2:00 p.m. on May 27, 2015. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.
- N. If your proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification shall be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. in the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion), signed by an officer of your company;
- B. a completed copy of Attachment C (Company Profile);
- C. a transmittal letter.

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

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

All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If proposing as a common law joint venture, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of participants will be allowed without the advance express prior written permission of the Authority.

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

D. Qualifications and Experience of Staff

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

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

E. Specific relevant experience of your firm.

Provide documentation of Firm's (including sub-consultants) Qualifications and Experience, which includes projects similar in size and scope to that of this RFP, including, but not be limited to, a list of entities for which similar services have been provided. Provide a list of no more than three (3) projects and contacts for the Authority to confirm provided information. Information shall be presented in a table prepared by you, to include but not be limited to, the following for each project:

- 1) Project Title
- 2) Other entities assisting in project
- 3) Project Manager
- 4) Key personnel participants
- 5) Date Started
- 6) Date Completed
- 7) Construction Cost
- 8) Client
- 9) Specific services provided
- 10) Project Statistics including: length of system, number of stations, fleet size, technology utilized, vendor providing the system, method of contracting the system: i.e.: Design-Build, Design-Build-maintain, and if system vehicles were procured together or separately, etc..

F. Technical Approach

A detailed description of the proposed technical approach to be taken for performance of the required services for each task in Attachment A, and a schedule for completion of said tasks, including milestones associated with each task. The schedule shall be developed based on the overall Program Milestones noted in Attachment A. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A, as well as any specific software or other technology you may employ in the performance of these services.

As part of your technical approach, prepare a staffing analysis for performance of each task in Attachment A, using the Excel spreadsheet in the following link: [Attachment D \(Staffing Analysis Sheet\)](#). Include names, titles, multipliers, actual hourly pay rates and billing rates (for principals and partners) of staff to be assigned to the performance of each task, and the total number of hours to be spent by each of them in the performance of each task, including out-of-pocket (direct) expenses, if any. Please note that allowable out-of-pocket expenses shall not include daily commutation or housing costs or any relocation costs that may be incurred by proposed staff in performance of the contemplated services.

The “multipliers” referred to in the second and fifth lines of subparagraph 9A of the accompanying Agreement, including a breakdown of said multipliers, indicating all of its components (e.g., vacation, holiday, sick pay, workers’ compensation, office rent, insurance, profit).

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

G. Management Approach

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

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 Port Authority certified MBE/WBE firms will be provided upon request.

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

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

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

IV. SELECTION PROCESS:

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

A. Qualifications and experience of the staff, including subconsultants, performing services hereunder;

B. Qualifications and experience of the firm;

C. Technical Approach for the performance of the contemplated services; and

D. Management Approach for the performance of the contemplated services.

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make

presentations may be given short advance notice. Presentations would be limited to 60 minutes, and include the material contained in your Proposal. The presentation would be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

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

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

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

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

Should you have any questions, or to request access to information and/or materials referenced in Section V of Attachment A, that are not available on the Authority's website, please contact Jessica L. Smith, Principal Contract Specialist, by email at JLSMITH@panynj.gov. All such emails must have "RFP 42022" in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither 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,

David Gutiérrez, CPPO
Manager, Construction Procurements
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING SERVICES FOR THE REPLACEMENT OF AIRTRAIN AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS-NEEDED” BASIS DURING 2015-2019

I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

The Authority is planning to replace the existing AirTrain at Newark Liberty International Airport (EWR) with an on-airport transit system that would accommodate future growth and redevelopment of EWR, provide an enhanced capacity and improved level of service between airport facilities and provide a connection to EWR’s Rail Link Station (collectively known as “the Program”). The new AirTrain would serve Terminals A, B, and C, as well as four (4) parking areas. At the Rail Link Station passengers will connect to Amtrak, New Jersey Transit (NJT) and any future PATH extension to EWR. The Program is inclusive of the associated facilities and infrastructure (stations, guideway, maintenance/control facility, etc.) as well as the systems (vehicles, train control, power distribution system, etc.) for the AirTrain.

The anticipated milestones for the Program are as follows:

Award As-Needed Consultant Agreement	2 nd Quarter 2015
Release Request for Proposals for the future AirTrain	3 rd Quarter 2017
Award Contract for future AirTrain	2 nd Quarter 2018
Initiate Testing and Commissioning of future AirTrain	3 rd Quarter 2021
Initiate Passenger Service on future AirTrain	3 rd Quarter 2022

The existing AirTrain will remain operational until the future AirTrain begins passenger service.

A multi-disciplinary integrated design team will be formed to effectively plan, procure and implement the Program. The planning must be completed in recognition of other ongoing development and study efforts at EWR, including but not limited to the Terminal A Redevelopment Program, future Terminal B expansion programs, the Airport System Capacity Planning Study, as well as other master planning and visioning efforts that are to be undertaken. The Consultant shall coordinate his work with that of other third parties involved in these efforts at EWR.

II. SCOPE OF WORK

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

- A. Technical, architectural and engineering services to complete the Conceptual Design for the Program, including performance specifications for systems and infrastructure; and

- B. All planning, design and engineering disciplines, procurement specialists, financial analysts and other subject matter experts as required to develop conceptual designs and concepts of operation, procurement strategies, negotiation support, and implementation oversight for all elements of the Program.

All work will be issued on a Task Order basis. Tasks associated with the implementation phase of the Program will be awarded upon authorization to move the program into execution. The Authority reserves the right to issue any portion of the tasks below and may not execute all tasks included. Anticipated program scope includes but is not limited to:

1. Ridership demands and performance requirements definition for the Program
2. Technology assessments and recommendations
3. AirTrain layout design, including guideway alignment and functional arrangement of major elements
4. AirTrain System performance-based technical specifications
5. Guideway, Station and Maintenance Facility layout and conceptual designs
6. Site planning, utility provision and relocations requirements definition
7. Environmental assessments/permitting
8. Sustainable design achievement
9. Cost estimating, construction staging and scheduling
10. Value Engineering
11. System procurement support, including development of procurement and financing alternatives
12. Procurement documentation preparation and negotiation support
13. Design review during implementation
14. Implementation, testing and commissioning oversight, including contract payment approvals and warranty administration.
15. Program controls of Consultants' services, including reporting on planning/concept development budget status
16. Project management tasks of Consultant services as needed, such as document control, preparation of reports and presentations, etc.

Throughout the work, the Consultant shall coordinate and work with stakeholders, both internal and external to the Authority, including but not limited to airlines, rental car operators, NJT, Amtrak, PATH, local and federal agencies, and other consultants. In addition, the Consultant shall coordinate the Program elements with all other developments, current or future, at EWR to achieve a cohesive design concept and shall suggest improvements to the Authority in methodology and technology that might achieve cost savings, ease of implementation, etc. The Authority reserves the right to perform any of the services with its own staff or with other consultants, as it deems appropriate. The Consultant shall work with the Authority staff or other consultants as needed and shall provide base design assumptions and drawings to Authority in-house design staff in a timely manner as appropriate. Under the direction of the Authority, the Consultant shall integrate any Authority work product into all aspects of the overall deliverables.

All work performed by the Consultant shall comply with all applicable codes and ordinances, as well as with Authority standards, guidelines and requirements, and shall be subject to the

Authority's review and approval at any time. The Consultant shall incorporate Authority comments as requested.

The Consultant's tasks will be issued in two (2) phases. Phase One includes tasks to be completed up to the award of a Contract to a firm (the Contractor) for the design and installation of the new AirTrain. Phase Two tasks are to be completed during the implementation and construction of the AirTrain by the Contractor.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

Tasks shall include but not be limited to the following:

PHASE ONE

TASK A: GENERAL PLANNING SERVICES

1. Document Review:

- a) Perform a detailed review of studies and reports previously completed for and in support of this Program. These documents include
 - EWR AirTrain Study July 2008
 - EWR AirTrain Analysis, September 2009
 - Terminal A Redevelopment Program Stage I Task 2 Summary Report - AirTrain Study, January 2014.
- b) Coordinate with any redevelopment efforts that may be undertaken by the Authority for EWR, including Terminal A Redevelopment Program, Terminal B Expansion, Airport System Capacity Planning Study, and PATH to EWR.
- c) Document your findings and requirements noted through the review and meet with Authority staff and others, as required, to discuss your findings. Incorporate any comments as directed by the Authority and resubmit as final.

2. Initial Ridership Demands and Performance Requirements Definition:

- a) Develop initial ridership demands for the Program, taking into account both airline passengers and airport employees. Ridership must also consider current and future demands and capacities of feeder transit systems, including but not limited to NJT, Amtrak, PATH, hotel and courtesy van drop offs, etc.
- b) Incorporate information gathered from all stakeholders as well as the ridership analysis; document the Systems Performance Requirements as well as the design criteria, including all applicable design codes for the system and infrastructure, that must be adhered to.

3 Alignment Development:

- a) Develop various alternative alignments that will meet the demands of the Program. The alignments shall also include locations and functional arrangement of stations and necessary maintenance control facility. Proposed alignments shall consider all other ongoing and future development at EWR.

- b) Prepare a simulation model to reflect the proposed AirTrain routes (normal and failure mode operations), project peak-hour traffic and final configuration of stations. The model shall be used to recommend final alignment and facility siting for selecting alternatives.

4. Technology Assessments and Recommendations:

- a) Perform a review of all available technologies that meet the performance requirements of the Program and assess the attributes and deficiencies of each.
- b) Develop order of magnitude costs for each technology, along with implementation phasing and construction schedules. Assessments must include design and construction costs as well as long-term operation and maintenance costs, technology risks, competition factors and other differentiating factors.
- c) Summarize the findings and submit a recommendation to the Authority for technologies to move forward.

5. Procurement and Financing Strategy:

- a) Identify all of the relevant legal and procurement policies as well as the requirements that can impact the procurement of the AirTrain. Submit to the Authority an assessment of the various procurement options available to finalize design, construct, operate and maintain the Program.
- b) Develop alternative financing options and potential funding sources. Lessons learned from other system implementations worldwide shall be considered.
- c) Draft a report documenting the various methods and options available along with the pros and cons, short- and long-term costs of each, along with recommendations for implementing the Program. Address the major tasks to be completed, the parties responsible for completing them and a timetable for completion. Submit the report to the Authority for review and comments. Incorporate Authority comments and issue report at final.

6. Other Studies and Reports

Perform various studies and analyses, as required, to support and advance this Program, such as a design basis threat analysis, and an analysis of risk, resiliency and mitigation measures.

TASK B: CONCEPT DESIGN & PROCUREMENT CONTRACT DOCUMENTS

1. Develop Procurement Plan:

The work in Task A.5 above shall be refined based on all available information and a Procurement Plan shall be developed. The Procurement Plan shall describe a systematic method of the steps required to develop the procurement documents and specific timeframes, reviews and approvals needed. The Plan shall define any remaining information that is required before any contract documents can be prepared. The Procurement Plan shall also define the proposed scope of the AirTrain contract and its interface with other facilities and ongoing programs. Clearly delineate interfaces and system requirements, which will be incorporated as criteria.

2. Finalize Performance and Operation Requirements:

Define AirTrain performance and operational requirements that take into account ridership and identify headway. In order to properly set station dwell limits and gauge station occupancies, ridership shall be analyzed in time increments not to exceed the anticipated system headway. The ridership analysis shall cover the entire 24-hour average day of the peak month in order to set the system-operating schedule properly. Complete the following tasks and incorporate into final report on performance and operational requirements to be reviewed by the Authority:

- a) Prepare an analysis that will involve updating the initial ridership estimates based on airline operational data and updated aviation, PATH to EWR, NJT and Amtrak activity forecasts. The new analysis shall incorporate any changes in the ridership demand based on airline activity data and planning assumptions made by the Authority's Aviation Department.
- b) Determine passenger capacity, train length and the number of trains required to meet peak demand. Identify peak loads along with future peak loads, depending on airline movements.
- c) Prepare an analysis of passenger circulation distances and times, taking into consideration horizontal and vertical movements as well as available system service levels. Assess if existing and planned vertical circulation is adequate to handle peak demands.
- d) Prepare a passenger circulation and queuing analysis based on final estimates of ridership and concept configuration of the AirTrain.
- e) Prepare an emergency evacuation analysis, which shall analyze the conceptual AirTrain platform population, and establish emergency egress requirements.
- f) Perform a failure management analysis to identify how service will be maintained under various failure scenarios. Determine the optimum location for crossovers between guideways and guideway locations to store a ready train. This analysis should include an evaluation of the cost of failure management facilities and systems.
- g) Summarize all work in a Concept of Operations Report and update Performance Requirements developed under Task A as needed.

3. Propulsion Power System Requirements:

Identify and define the range of power requirements for the AirTrain Propulsion Power System, including the identification of the source of electrical power at EWR. Coordinate this study with existing source of electrical service at EWR. The proposed Propulsion Power System design shall be coordinated with Public Service Electric & Gas to identify the need to modify electrical service to EWR. Complete the following tasks and incorporate results into a Propulsion Power System Report:

- a) Prepare a preliminary, order-of-magnitude power load estimate of the energy consumption that will be provided for the AirTrain. Use this initial estimate to compare with the currently projected power capacity that will be available to supply power to the AirTrain to determine if additional power capacity will be required. The analysis shall be based on the planned operating characteristics defined in the

Concept of Operations Report and the AirTrain Performance Requirements. The analysis shall consider propulsion power, station electrical loads, and guideway heating. The estimate shall include a projected annualized consumption value and a peak operational load. The estimate shall also estimate demand required at each terminal and the power allocation to each terminal on this basis.

- b) Identify possible locations for power distribution substations. It may be necessary to identify a range of potential solutions resulting in several different locations. The location of these substations shall be a function of the system power demand.
- c) Prepare a Propulsion Power System Report that shall include a narrative and define the limits available for a power propulsion system. The Propulsion Power System Report shall also include conceptual level drawings depicting proposed improvements to be constructed by Public Service Electric & Gas to provide an adequate supply of electrical power to meet AirTrain operational requirements. Submit to the Authority for review. Incorporate Authority comments, if any, and resubmit as Final

4 Infrastructure Design Criteria & Conceptual Design:

- A. Develop Infrastructure Design Criteria to define requirements for all infrastructure components of the program, including guideway, stations and maintenance control facilities and define interfaces between the system and related facilities. Confirm what is available and feasible regarding clearances with regard to existing infrastructure and facilities at EWR. Define space requirements, clearances, adjacencies, functions, circulation requirements as well as architectural, civil, structural, geotechnical, electrical and mechanical requirements for stations, guideways, maintenance facilities, etc., that must be maintained by any AirTrain Proposer.

Incorporate the following into the Infrastructure Design Criteria:

- 1) Provide criteria relative to the required vehicle dynamic envelope, guideway alignment, guideway loads (static and dynamic), lighting, drainage and emergency access requirements, among others.
- 2) Provide criteria relative to the recommended maintenance facility location, size, and configuration. Additional information shall include: required utility services, access, lighting, structural, functional and space allocations.
- 3) Provide recommended location, size, functional layout and other unique requirements for a central control facility.
- 4) Develop space, functional and services requirements for wayside electronics rooms and station equipment rooms. The AirTrain will require a limited amount of space for electronic equipment, dispersed along the AirTrain right-of-way and at stations.
- 5) Provide dimensional requirements for the physical interfaces between the guideway and the stations.
- 6) Prepare an Infrastructure Design Criteria Report to document all applicable criteria. The Report shall also identify criteria and/or assumptions that have been made, consider short-term and long-term development of the airport, and assess the phasing in/out of the new/existing system. Submit to the Authority for review. Incorporate Authority comments, if any, and resubmit as Final.

- B. Prepare a conceptual design for AirTrain facilities. In completion of the Conceptual Designs for the Guideway, Station and Maintenance Facility the Consultant shall include:
- 1) Performance Design Criteria, including sustainable design achievement as applicable. Include the required performance specifications for all necessary building systems.
 - 2) Design drawings to the preliminary (nominally 20-30%) level
 - 3) Preliminary Design calculations
 - 4) Construction cost estimates and construction schedules

5. System Technical and Performance Specifications:

Prepare the System Technical Specifications. The technical specifications shall present all of the technical and performance requirements for the AirTrain. These will not be presented as a finished design specification, but as performance requirements to the selected AirTrain supplier. The final design of the AirTrain system equipment will be the responsibility of the selected AirTrain supplier, who will be contractually obligated to design, manufacture, build, test and demonstrate the AirTrain to be fully compliant with the requirements of the System Technical Specifications.

6. Cost Estimating and Schedule Development

- a) Develop preliminary capital cost and operations/maintenance cost estimates for the AirTrain. The cost estimate shall include a breakdown of all costs that will be part of the AirTrain procurement, including but not limited to the provision(s) of all system elements and necessary infrastructure, including stations and maintenance control facility. Costs shall be based on historical costs for similar/comparable people mover system applications and adjusted to account for local conditions and market conditions.
- b) Develop a detailed implementation schedule for the AirTrain, including a phased transition from the existing AirTrain system and the decommissioning of the old system. The implementation schedule shall include all aspects of the program, including design, manufacturing, construction and commission of the system and infrastructure components.

7. Procurement Contract Documents:

Prepare and submit all supporting contract documents for the procurement of the AirTrain. Assist the Authority in preparing the Contract, General Provisions and Special Provisions for use in the AirTrain Procurement process.

- a) Bidding and Contract Documents- Assist the Authority in preparation of specific instructions to Proposers. Assist in preparation of specific forms for Proposers to complete, including technical data submission requirements and pricing forms. The procurement process shall be explained in detail and specific instructions on when and how to submit management, technical and pricing information shall be included.
- b) General Requirements – Assist in the development of General Requirements, Scope of Work, Payments Schedule, Project Coordination, Systems Coordination, Commissioning Responsibilities, Field Engineering, Regulatory Requirements, Project Meetings, Submittals, Project Schedule, Reporting Systems, Environmental Response Plan, Quality Control, Inspection and Testing, Temporary Facilities, Security Re-

- quirements, Construction Safety, Temporary Controls, Environmental Protection, Traffic Control, Material and Equipment, Project Close Out, Cleaning, Record Drawings and Documents, Operations and Maintenance Data, Final Acceptance Procedures , etc.
- c) Performance Requirements and Technical Specifications - Develop AirTrain Technical Specifications and an Operations and Maintenance Agreement. Incorporate Infrastructure Design Criteria and System Technical Specification.
 - d) Reference Drawings – Provide Reference Drawings depicting the proposed alignment for the AirTrain, siting for station layouts and the maintenance facility, the central control facility, the propulsion power substations and all subsystem equipment rooms.

TASK C: AIRTRAIN PROCUREMENT SUPPORT

Support the Authority’s procurement process for the EWR AirTrain as follows:

1. Assist in the preparation of the Requests for Expression of Interest, Requests for Qualifications and/or Request for Proposals (RFP) for the Replacement AirTrain that may be required.
2. Identify and provide to the Authority a list of automated people mover suppliers to which the RFP may be sent.
3. Assist in the preparation of responses and correspondence to questions raised by prospective Proposers.
4. Assist in the creation of materials for the Authority’s use in presentations on the Project to interested Proposers.
5. Assist the Authority in the preparation of the evaluation criteria and specific forms to be used for selection of the AirTrain Proposer i.e., technical data requirements and pricing forms, as well as the preparation of the materials to be used in evaluating the proposals.
6. Assist in the evaluation of proposals and advise the Authority regarding their relative merits.
7. Assist in negotiations with the finalist Proposer(s). The objective of the negotiations shall be to clarify any questions about the Proposer’s equipment, organization and management, and to negotiate a price that is acceptable to the Authority.

PHASE TWO

TASK D: SYSTEM IMPLEMENTATION OVERSIGHT

1. Design Oversight and Documentation Review

The Implementation Phase Services will begin after the Authority awards the AirTrain Contract to the selected Contractor and will extend through the remainder of the project, when the AirTrain becomes operational.

- a) Provide design and quality oversight reviews of the Contractor. These reviews shall help ensure that the AirTrain is successfully completed within the specified schedule, and in full conformance with the Contract requirements. The reviews will fall into

three classifications: (1) Contract Submittals Review(s); (2) Design Audit Review(s); and (3) Quality Assurance Review(s). Copies of all review reports prepared by the Consultant will be provided to the Contractor for action.

- a) Review various data and documentation submittals through the life of the Contract for conformance with Contract requirements. Provide timely alerts to the Contractor if there are any areas where the project work is straying from the Contract requirements or is behind schedule.
- b) Review of all technical designs prepared by the Contractor and submitted for design reviews. Review comments shall alert the Contractor early in the project to areas of design that do not conform to Contract requirements. This shall allow time for redesign and correction within the schedule. In addition to reviewing system equipment and infrastructure elements individually, the Consultant shall perform design reviews on the AirTrain guideway and full structure to ensure that the system and guideway interfaces are properly developed and designed.
- c) Review the Contractor's Quality Assurance/Quality Control (QA/QC) Plan to ensure that the proper procedures are in place for quality assurance of all aspects of the project: design, manufacturing, construction and testing. Subsequently, conduct audits of QA/QC documentation and procedures, to verify that the Contractor's own QA/QC Plan are being rigorously followed.
- d) Review all Contractor testing and commissioning plans, procedures and operations and maintenance plans procedures and manuals.

2. Manufacturing, Installation and Construction Oversight

- a) During the Implementation Phase of the project, monitor the Airtrain Contractor's manufacturing, installation and construction activities.
- b) Report progress and document any work not in conformance with the Contract Documents. Progress of on-site installation work shall be reported on regular weekly reports.
- c) Conduct in-plant observations and reviews to verify the Contractor's quality procedures during manufacturing and plant testing activities. Additionally, witness selected in-plant tests deemed critical to the successful completion of the project. Tests that do not meet Contract requirements shall be required to be re-run. Any special tests included in the Contract Documents shall be conducted by the Contractor.
- d) Conduct periodic site visits to monitor the activities of the Contractor. Attend regular Progress Meetings during the installation of the AirTrain equipment. The objective of these activities will be to ensure that the work of the Contractor conforms to the requirements of the Contract. In this task, the Consultant will not assume the responsibility for material quality (for example, properties of structural and/or reinforcing steel, concrete mix design, concrete structures, and so forth). This will be a requirement of the Contractor to be included in its QA/QC Plan.

3. Acceptance Testing and Demonstrations

Development of the plans, procedures and schedule of acceptance test activities (the Plan) will be the responsibility of Contractor. The Consultant shall review the Plan. The Plan, once approved by the Consultant, will serve as the basis for all acceptance activities and the preparation of test and inspection procedures.

- a) The Consultant shall monitor the testing activities to verify that the Contractor adheres to the approved Plan and that test results are acceptable. Progress of on-site acceptance and commissioning work shall be reported in regular weekly reports.
- b) Witness the various activities and tests conducted by the Contractor to demonstrate compliance with the Contract requirements. Report the results to the Authority in regular weekly reports and special reports as necessary.
- c) Review and approve reports of on-site acceptance tests and other activities, as required by the Contract documents and as submitted by the Contractor.
- d) Witness all final acceptance demonstration activities of the Contractor.
- e) Review all relevant documents and advise the Authority in a special report regarding the final acceptance of the AirTrain. Final acceptance of the AirTrain shall follow successful operation of six (6) months of Operations and Maintenance oversight, including actual operation carrying passengers.

4. Warranty Administration

Institute procedures to ensure that warranty activities are separately accounted for and paid for by the Contractor. During the first year of the Operations and Maintenance period, the Contractor will be responsible for correcting any System deficiencies that are covered by the various Warranties included in the Special Provisions of the Contract. It is important that these corrective activities and costs not be paid for by the Port Authority as part of the operations and maintenance services. The Consultant shall oversee the warranty administration.

5. Contract Administration and Payments

The Consultant shall monitor project progress and recommend payment retentions as authorized by the Contract provisions, as necessary to protect the Authority.

- a) Review and process all Contractor invoices for payment and recommend payments to be made by the Authority.
- b) Assist the Authority in the negotiation of Contract change orders and any required amendments to the terms and conditions of the Contract.

IV. AUTHORITY DOCUMENTATION SOFTWARE REQUIREMENTS

The Program shall be developed using Computer Aided Design (CAD) and Building Information Modeling (BIM) technology as described in the Authority CAD and BIM Standards Manual to be provided by the Authority. Disciplines employing AutoDesk Revit shall comply with PA BIM Standards Manual while the disciplines employing Civil 3-D shall comply with the PA CAD Standards Manual.

1. Final drawing deliverables of this project shall be 2-D DWF drawings, in addition to signed mylars. These drawings shall be produced from 3-D BIM model files.

2. Provide a 3-D Model file as part of the final submission, utilizing the AutoDesk Revit suite of applications for Architectural, Electrical (including Electronics), Mechanical (including HVAC, plumbing and fire protection), and Structural disciplines and AutoDesk Civil 3-D for Civil, Environmental, Geotechnical and Traffic disciplines.
3. 3-D Model file shall include 4-D component with animation illustrating timeframes for each stage of construction phasing. Animation to be coordinated with other tasks of this document as appropriate.

Documents shall be developed consistent with Authority electronic strategy and shall utilize approved hardware and software. The systems presently accepted are:

1. Microsoft Excel 2007: budgeting, cost monitoring, tables and charts
2. Microsoft Word 2007; word processing
3. Microsoft Power Point; graphics and presentations
4. Microsoft Project 2007; design schedules
5. Authority Engineering Architectural Design Division CAD Standards, January 2010

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information certain documents specified below. The documents specified under "A" below were not prepared for the purpose of providing information for the Consultant upon 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. They are made available to the Consultant merely for the purpose of providing information in the possession of the Authority, irrespective of whether such information may be accurate, complete or pertinent, or of any value to the Consultant.

All documents, as well as Authority standards, and Authority specifications will be made available to the Consultant by the Authority.

Said documents are as follows:

A. Available Documents

- 1) EWR AirTrain Study July 2008
- 2) EWR AirTrain Analysis, September 2009
- 3) Terminal A Redevelopment Program Stage I Task 2 Summary Report - AirTrain Study, January 2014

B. Reference Documents

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

1. PANYNJ Sustainable Design Project Manual (August 15, 2007)
2. PANYNJ Sustainable Infrastructure Guidelines (dated 3/28/11)

3. Authority Engineering Architectural Design Division CAD and BIM Standards
4. Authority Engineering Architectural Design Division CAD Standards (January 2010)
5. Authority Engineering Architectural Design Division Report Templates
6. Other information, material, and/or documentation related to the Project will be made available to the Consultant as needed and appropriate to assist the Consultant with the performance of requested services.

VI. CONDITIONS AND PRECAUTIONS

1. General

- a. Portions of the design as well as portions of the documentation regarding this system are subject to confidential and privilege (C&P) protocol as outlined in the latest Port Authority Information Security Handbook.
- b. All Consultant staff must be capable of receiving Airside Operations Area (AOA) identification, which includes fingerprinting and an FBI background check.
- c. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
- d. Vehicular traffic on all airport roadways shall always have priority over any and all of the Consultant's operations.

2. Work Areas

The Consultant shall limit its work operations to the areas necessary for the performance of such work and shall not interfere with the operation of the Facility without first obtaining specific approval from the Authority.

During all periods of time when the Consultant is not performing operations at the work site, it shall store all equipment being used for inspections in areas designated by the Authority, and the Consultant shall provide all security required for such equipment.

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

3. Work Hours

The Consultant shall perform work at the site between the hours of 8:00 A.M. and 5:00 P.M., 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.

For site access, the Consultant will be provided a name and telephone number of an Authority contact to arrange for any site visits and to obtain facility IDs for all personnel to access the project site. To obtain facility IDs, all personnel must first obtain a Membership ID from the Secure Worker Access Consortium (SWAC).

VII. AUTHORITY DESIGN STANDARDS & CODES

All work shall be designed in accordance with all applicable codes and standards and with the latest Authority standards, (available upon request), which shall include but not be limited to the following:

1. The International Building Code, 2009 edition, as modified by the state of New Jersey, latest edition as of the date of the Report
2. Uniform Construction Code of the State of New Jersey (NJUCC)
3. Port Authority of New York and New Jersey (PANYNJ) Standards and Guidelines, including but not limited the following:
 - a) Engineering Department Standard Specifications
 - b) Aviation Department Signing and Wayfinding Airport Standards Manual
 - c) Engineering Department's Engineering/Architecture Design Division CAD/BIM Standards (www.panynj-cadstandards.com)
 - d) Engineering Department Engineering/Architectural Design Division Civil Engineering Standard Details and Civil Engineering Design Guidelines
 - e) Engineering Department Engineering/Architecture Design Division Traffic Engineering Standard Details
 - f) Engineering Department Engineering/Architecture Design Division Electrical Engineering Standard Details
 - g) PANYNJ Sustainable Design Project Manual (8/2007) and PANYNJ Sustainable Infrastructure Guidelines (3/28/11)
 - h) Interim Design Criteria for Adaptation to Climate Change
 - i) "Aviation Landscape and Sustainable Design Criteria", Port Authority Engineering Architectural Design Landscape Staff, March 17, 2010
 - j) Standards for Hung Ceiling Support
 - k) Engineering Department's Project Delivery Manual
 - l) Tenant Construction Review Manual
 - m) Construction Estimating Guide
 - n) Standards & Guidelines of Authority Technology
 - o) Design Basis Threat Analysis provided by the Authority
4. International Fire Code (IFC)
5. International Fuel Gas Code
6. National Fire Protection associations (NFPA) (www.nfpa.org). - relevant standards and guidelines, including but not limited to the following:
 - a) NFPA 101 – Life safety Code

- b) NFPA 72 – National Fire Alarm Code
 - c) NFPA 130 – Standard for Fixed Guideway Transit and Passenger Rail Systems (Standard for Newark AirTrain)
 - d) NFPA 415 – Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways 2008 Edition
 - e) NFPA 90A – Standard for the installation of Air Conditioning and Ventilation Systems
7. Federal Aviation Administration (FAA) - relevant standards and guidelines, including but not limited to the following:
 - a) Advisory Circular No. FAA AC 150/5300-13 - entitled “Airport Design”
 - b) Advisory Circular No. 150/5200-33B, entitled “Hazardous Wildlife Attractants On or Near Airports”, dated 8/28/2007.
 - c) Advisory Circular No. FAA AC 150/5320-6E, entitled “Airport Pavement Design and Evaluation”.
 - d) Advisory Circular No. FAA AC 150/5340-1J, entitled “Standards for Airport Markings”
 8. US Green Building Council (USGBC) Leadership in Energy & Environmental Design (LEED) green building rating system (www.usgbc.org)
 9. The Americans with Disabilities Act (www.ada.gov).
 10. American Society for Testing & Materials (ASTM) Standards.
 11. American National Standards Institute (ANSI) Standards
 12. Underwriters Laboratories, Inc. (UL)
 13. National Institute for Occupational Safety & Health (NIOSH) Guidelines (www.cdc.gov)
 14. Occupational Safety and Health Administration (OSHA) - relevant standards and guidelines including but not limited to the following: 29 CFR (Code of Federal Regulations) Part 1926.1101, U.S. OSHA – Asbestos Standard for the Construction Industry (www.osha.gov)
 15. American Society of Civil Engineers (ASCE) 7-05 Minimum Design Loads for Buildings and Other Structures (www.ascelibrary.aip.org)
 16. American Institute of Steel Construction (AISC) (www.aisc.org) - relevant standards and guidelines, including but not limited to the following:
 - a) Specifications for Structural Steel Buildings, 2005 Edition.
 - b) Steel Construction Manual, 13th Edition.
 17. The National Standard Plumbing Code, 2009 (www.phccweb.org)
 18. The International Mechanical Code (IMC), 2009 Edition – with technical amendments per N.J.A.C. 5:23-3.20 (www.iccsafe.org)
 19. American Society of Mechanical Engineers (ASME)

20. Air Conditioning and Refrigeration Institute (ARI)
21. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) (www.ashrae.org) - relevant standards and guidelines, including but not limited to the following:
 - a) Standard 90.1 – 2007: Energy Standard for Buildings Except Low-rise Residential Buildings – with technical amendments per N.J.A.C. 5:23-3.18.
 - b) Standard 62.1 – 2004: Ventilation for Acceptable Indoor Air Quality
 - c) Standard 55 – 2004: Thermal Environmental Conditions for Human Occupancy
22. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) Standards (www.ashrae.org)
23. Air Movement and Control Association (AMCA) Standards (www.amca.org)
24. Associated Air Balancing Bureau (NEBB) Standards
25. NJDOT Roadway Design Manual. (<http://www.state.nj.us/transportation/eng/>)
26. American Association of State Highway and Transportation Officials (AASHTO) (www.transportation.org) - relevant standards and guidelines, including but not limited to the following:
 - a) A Policy on Geometric design of Highways and Streets; 2004, Fifth Edition.
 - b) Roadside Design Guide (3rd Edition) 2006, with Updated Chapter 6
 - c) LRFD Bridge Design Specifications, Latest Edition.
 - d) Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, Latest Edition.
27. Federal Highway Administration (FHWA) (www.fhwa.dot.gov) - relevant standards and guidelines, including but not limited to the following:
 - a) Manual on Uniform Traffic Control Devices, 2009 Edition.
 - b) Standard Highway Signs, 2004 Edition
28. Transportation Research Board (TRB) (www.rb.org) – Highway Capacity Manual 2010 (HCM2010)
29. American Concrete Institute (ACI) – Building Code Requirements for Structural Concrete, 2005 Edition (www.concrete.org)
30. American Petroleum Institute (API) Standards.
31. American Welding Society (AWS) (www.aws.org) - relevant standards and guidelines, including but not limited to the following:
 - a) Structural Welding Code Steel AWS D1.1 – Latest Edition.
 - b) Bridge Welding Code AWS D1.5 – Latest Edition.
32. Utility Company's/Owner's standards and requirements. (Private Utility Companies that are expected to be impacted include, but are not limited to, Con Ed and Verizon)

33. Requirements for the removal of paint coatings containing lead and other toxic metals, in accordance with SSPC guidelines, Local, State, and Federal regulations (www.sspc.org)
34. National Associate of Corrosion Engineers (NACE)
35. Illuminating Engineering Society of North America (IESNA)
36. New Jersey Department of Environmental Protection-New Jersey Administrative Code (NJAC) (www.state.nj.us/dep/) - relevant standards and guidelines, including but not limited to the following:
 - a) Flood Hazard Area (N.J.A.C. 7:13 et. Seq.)
 - b) Flood Hazard Area (N.J.A.C. 7:13 et. Seq.)
 - c) Freshwater wetlands (N.J.A.C. 7:7A et. Seq.)
 - d) Soil Erosion and Sediment Control in New Jersey -July 1999 (N.J.A.C. 16.25A)
 - e) Soil and Groundwater contamination (N.J.A.C. 7:26E et seq.)
 - f) Water Supply Allocation (N.J.A.C. 7:19)
 - g) Dewatering-NJPDES (N.J.A.C. 7:14A)
 - h) Treatment Works Approval (N.J.A.C. 7:14A)
 - i) Discharges of Petroleum and Other Hazardous Substances (N.J.A.C. 7:1E)
 - j) Underground Storage Tanks (N.J.A.C. 7:14B)
 - k) Department of Community Affairs Subchapter 8 Asbestos Hazard SubCode N.J.A.C. 5:23-8.
37. Environmental Protection Agency-Code of Federal Regulations-(www.epa.gov/) relevant standards and guidelines, including but not limited to the following:
 - a) Spill Prevention Control and Countermeasure Plans (40 CFR part112)
 - b) Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) (40 CFR Part 280).
38. Latest Planning Guidelines and Design Standards for Checked Baggage Inspection System , TSA Ver. 3.0 November 27, 2009
39. Latest Recommended Security Guidelines for Airport Planning, Design and Construction, TSA Revised May 2011
40. Latest Airport Technical Design Standards Passenger Processing Facilities, US Department of Homeland Security, US Custom and Border Protection August, 2006

VIII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

1. Commercial Liability Insurance:
 - a. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Products, Completed Operations, Work within 50 feet of railroad, explosion, collapse and underground property damage (XCU) coverage, terrorism, and Independent

Contractors' coverages in limits of not less than \$25,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$25,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of New York and New Jersey and its related entities, The City of Newark, The City of Elizabeth, State of New Jersey, NJDOT, Anheiser-Bush, Conrail, Amtrak, New Jersey Transit, National-Rent-a Car, Avis-Rent-a Car, Enterprise-Rent-a Car, Hertz-Rent-a Car, Budget-Rent-a Car, Dollar-Rent-a Car, Thrifty-Rent-a Car, Payless-Rent-a Car, Advantage-Rent-a Car and their Successors or Assigns as additional insured and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) 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. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. The Consultant shall be responsible for any and all deductibles and losses not covered by insurance.

In the event the Consultant maintains insurance in greater limits than the stated minimum, the additional insureds listed in the Contract shall be included as additional insureds to the full extent of all such insurance. The Consultant shall be responsible to ensure that its subcontractors maintain satisfactory insurance requirements and that they are supplied with this section of the Contract known as "Liability Insurance and Workers Compensation Insurance". Further, it is the Consultant's responsibility to maintain coverage and to ensure that the type and limits of coverage are accurate, and to retain all subcontractors' certificates of insurance. All certificates of insurance shall be provided to the Authority upon request by the Authority and upon completion of the Contract.

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

2. Workers' Compensation Insurance:

- a. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the additional insureds, as allowed by law, shall be included.
- b. Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and shall include the additional premium cost thereof as an out-of-pocket expense:
 - i. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - ii. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - iii. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

3. Professional Liability Insurance:

Not less than \$10 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. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver, via e-mail, to the Project Manager, 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.

- a. Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority, at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
- b. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Project

- Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the Project Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
- c. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
 - d. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on it by law or by this or any other Agreement.
5. The Authority may at any time during the term of this Agreement change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Management for the Authority may consider such cost as an out-of-pocket expense.

P.A. Agreement #AVI-15-***

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL PLANNING SERVICES FOR THE REPLACEMENT OF AIRTRAIN AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN "AS-NEEDED" BASIS (RFP 42022)

Dear CONTACT:

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

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

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

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

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

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

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

6. When services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit its specific Quality Control/Assurance Program to the Director prior to the performance of said services. Upon completion of specific services requested hereunder, the Consultant shall submit a letter to the Director certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the 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, USB drives, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with the Port Authority CAD Standards.

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

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C and D below, subject to the limits on compensation and the provisions set forth in paragraph 8 above.

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

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

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

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

any, to be applicable under this Agreement will therefore in all cases be finally determined by the Director or their designee, in their sole and absolute discretion.

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

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

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

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

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

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

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

The expenses do not include amounts 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, or

expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

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

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals will be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the GSA for that locality.

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

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

E. As used herein:

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

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

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

to compensation for such services or expenses as are otherwise compensable hereunder. The Authority will have the right to audit all such records.

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

11. On or about the fifteenth (15th) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority will, within fifteen (15) days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

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

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

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

15. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such

additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

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

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

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

in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

19. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority will 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 Authority without express written authorization of the Director. The Authority will 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 ensure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

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

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 Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

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 fifty-one percent (51%) owned by one (1) or more members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least fifty-one percent (51%) owned by one or

more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens.

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

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

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

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

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

The Authority has set a goal of twelve percent (12%) participation by qualified and certified MBEs and 5 percent (5%) 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 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>.

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, and to sensitive security sites and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols, and to 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, and to 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:

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

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

- 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 non-public areas of the Authority's construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credentials 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 Consultant to immediately report to the Authority the loss of any staff member's or subconsultant's individual facility-specific identification credential. The Consultant 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 at, or leaving an Authority construction site or facility.

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

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority 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 sites or facilities (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained consultant security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultant's and service suppliers at the Authority construction sites or facilities (including rental spaces). In addition, the Consultant, subconsultant or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or to 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 sites or facilities shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, 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 PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. 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, PI procedures, protocols and practices, which may include, but which are not necessarily 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.

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 or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

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

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 March 11, 2014, or as may be revised, (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

The certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" 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 certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", 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 certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", 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 Chief Procurement Officer 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 certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" 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, or during the term of this Agreement, 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.

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. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

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

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

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

At all times, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or to 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 or by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief Engineer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

30. CONFLICT OF INTEREST

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

shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

31. DEFINITIONS

As used in sections 25 to 30 above, the following terms shall mean:

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

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

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

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

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

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

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

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

FIRM

- PAGE 20 -

DATE

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer
Procurement Department

Date _____

ACCEPTED:

FIRM NAME

By: _____

Print Name: _____

Title: _____

Date: _____

INSTRUCTIONS

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

Attachment B

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority revised Freedom of Information Policy adopted by the Port Authority's Board of Commissioners on October 22, 2014, or as may be amended, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/board_minutes_102214.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 Policy, 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 PLANNING SERVICES FOR THE REPLACEMENT OF AIRTRAIN
AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS
(RFP 42022)**

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

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