

September 14, 2015

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL A REDEVELOPMENT PROGRAM – DESIGN OF TWO MULTIPLE-SPAN BRIDGE STRUCTURES (RFP #43730)

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 services for Terminal A Redevelopment Roadway Bridges N58 and N59 at Newark Liberty International Airport. The services of the selected consultant shall consist of design development, final design, contract document preparation (“Stage III”), and post award (“Stage IV”) services as provided in Attachment A to the Authority’s standard 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 two (2) roadway bridge projects of similar scope and complexity as the services contemplated herein. The projects shall have had minimum values of \$8 million each and been completed within the past five (5) years.
- B. Principal Engineer and/or Architect shall have a minimum of twenty (20) years experience and multi-discipline technical expertise performing professional engineering and/or architectural services. The Principal Engineer and/or Architect shall have professional experience on at least three (3) similar bridge programs.
- C. Project Engineer and/or Architect shall have a minimum of eight (8) years professional experience and multi-discipline technical expertise. The Project Engineer and/or Architect shall have professional experience on at least two (2) similar major roadway bridge redevelopment programs.
- D. Engineering Design Managers for each of the functional areas listed in Attachment A shall have a minimum of ten (10) years of experience in their areas of expertise and a minimum of five (5) years of experience serving as Engineering Design Managers. All Engineering Design Managers for the aforesaid disciplines shall have professional design experience on at least two (2) similar major roadway bridge programs.
- E. Principal(s) are licensed to practice engineering and/or architecture in the State of New Jersey.

If submitting as a common law joint venture, at least one (1) member must meet the foregoing requirements.

A determination that a Proposer meets the forgoing requirement(s) is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet these requirements shall not be 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 no more than 50 pages-single-sided or 25 pages-double-sided, using 12-point or greater font size. The page limit pertains only to Letters E, H, and I in Section III below. Each resume shall be two-page maximum, single-sided or one-page double-sided, using 12-point or greater font size. The Proposal pages shall be numbered and bound, with "Your Firm Name," and **RFP Number 43730** clearly indicated on the cover.
- B. Separate each section of the Proposal with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 World Trade Center, 21st Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and five (5) copies, along with six (6) compact disc or USB copies, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc or USB.

If your proposal is to be hand-delivered, 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.

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. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. 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). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the above listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. 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. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. 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. 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.

- D. In each submission to the Authority, including any return address label, information on the compact disc, and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. on October 6, 2015**. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

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. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

B. Transmittal Letter

Submit a 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:

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 a common law joint venture submits a Proposal, 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 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.

- C. Complete a copy of Attachment C (Company Profile).

D. Qualifications and Experience of Staff

List the names, titles and provide resumes of personnel (including subconsultants, if any) who will be assigned to perform the required services.

E. Firm Qualifications and Experience

Provide your firm's qualifications and experience in providing the services contemplated herein. For each project identified, indicate:

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

F. Project Staffing Analysis:

Provide a staffing and cost analysis for each task to be performed as identified in Attachment A using the Excel spreadsheet in the following link: [Attachment D - \(Staffing & Cost Analysis Sheet\)](#). Staff analysis should provide a breakdown for each discipline identifying hours of work per task, reimbursable direct costs, actual hourly pay rate, and multiplier / billing rate.

G. Provide a breakdown of the multiplier as indicated in the first line of subparagraph 9.A of the accompanying Agreement. Indicate all of its components (e.g.: vacation, holiday, sick pay, worker's compensation, office rent, insurance, profit).

If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multiplier, and/or billing rates as appropriate), and their Minority/Women-owned Business Enterprise (M/WBE) status.

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

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

J. Your attention is directed to Paragraph 22 of the Agreement in which the Authority has stated the M/WBE goals for participation in this project. Submit details on how you

intend to meet these goals. A listing of certified M/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

- K. A complete list of your firm's affiliates.
- L. If the Proposer or any employee, agent or subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- M. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. **However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP.** The Authority is under no obligation to entertain or accept any such specific exceptions. **Exceptions raised at a time subsequent to proposal submission will not be accepted.** The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

IV. SELECTION PROCESS:

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

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

V. ORAL PRESENTATIONS:

After review of all Proposals, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations will be limited to 60 minutes, and should include material contained in your Proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than six (6) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name, telephone number,

and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

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>.

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

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

After a review of all proposals received, the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. The return of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please contact Mary Lou Rivera, Solicitation Manager, by email at mlrivera@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "RFP 43730" in the subject line. The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. No employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. Addenda to the RFP, if any, will be posted at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6>. You should therefore monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

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 SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL A REDEVELOPMENT PROGRAM – DESIGN OF TWO MULTI-SPAN BRIDGE STRUCTURES

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>.

Terminal A at Newark Liberty International Airport (EWR) opened for air passenger traffic in 1973, and now, more than forty years later, no longer meets the standards of a modern airport. A Stage I report was subsequently prepared for the redevelopment of this terminal, which described the required landside elements and airside improvements, along with an environmental assessment of impacted resources.

This project is a critical part of landside elements that provides public access to the proposed Terminal A building by connecting to the frontage roadway of the terminal.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing Design Development, Final Design and Contract Document preparation (“Stage III”) and Post-Award (“Stage IV”) services for two (2) new elevated roadway bridge structures that cross over the EWR Peripheral Ditch, designated N58 and N59 (see Exhibit 1-Figure 1), including related abutments, wing walls, retaining walls, etc.. Design of the bridges shall be based on the information contained herein and further information developed by the Consultant in the performance of the contemplated services.

The Consultant shall be responsible for the services of Structural, Electrical, Traffic, (including Maintenance of Traffic), and Environmental Engineering disciplines. Civil Engineering, Landscape Architectural and Geotechnical Engineering services will be performed by the Authority’s Engineering Department.

The Consultant shall provide:

- A. Project site related electrical design, including roadway and under bridge lighting;
- B. Permanent traffic, maintenance of traffic, utilities-related foundation structures, and environmental related design, permitting and services to support the development of bridges N58 and N59; and
- C. Construction staging planning and contract drawings for both N58 and N59 bridge structures and overall project site construction staging. Construction must be staged such that normal airport services are not disrupted. In addition, the Consultant shall be responsible for overall design coordination and design management for the subject project in both Stages III and IV.

III. DESCRIPTION OF CONSULTANT TASKS

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

TASK A. PROJECT SCHEDULE & QA/QC PROGRAM

Submit a detailed project schedule and Consultant's Quality Assurance/Quality Control (QA/QC) Program, for performance of the following tasks within fourteen (14) calendar days after receipt by you of a fully executed agreement. The schedule shall comply with the requirements of Section IV and shall include milestones and interdependencies. The schedule shall also include assumed construction duration, which shall be reviewed and updated by the end of Stage III.

TASK B. MEETINGS

Estimate twenty (20) meetings, at four (4) hours each, throughout the design phase (Stage III) and shall estimate twenty-four (24) meetings, at four (4) hours each, throughout the construction phase (Stage IV). The Consultant shall take the lead for all Stage III meetings. At each Stage III meeting the Consultant shall record, and subsequently distribute for review and comment, draft minutes no later than seven (7) calendar days from the date of the meeting. Incorporate all comments and distribute the minutes as final. The Consultant shall provide technical assistance and design coordination for all Stage IV meetings lead by the EWR Resident Engineer. Meetings shall take place within Authority facilities, including Four World Trade Center (4WTC) or EWR, as determined by the Authority.

TASK C. DOCUMENT REVIEW

Review and obtain all available documents, as listed herein from the Authority's files at the EWR or 4WTC. Specific data not available as a result of your review shall be determined as part of your inspection services (Task E). Estimate forty (40) hours of staff time for performance of this Task. Meet with Authority staff to discuss your findings.

TASK D. DESIGN CRITERIA SUMMARY

Prepare a detailed summary of all criteria to be used in the performance of the required design services, including but not limited to loads (dead, live, fatigue, wind, seismic, snow, impact, breaking force, flood, thermal, collision, ice, or other loads as appropriate), centrifugal forces on curved bridges, material ASTM specifications and grades, utilities design, codes and assumptions. Include criteria on bridge load rating analysis and deliverables in accordance with New Jersey Department of Transportation (NJDOT) requirements. Submit to the Authority for approval a detailed design criteria summary not more than twenty-eight (28) calendar days after receipt by you of a fully executed agreement.

1. As a minimum, the project shall be executed in conformance with:
 - a. NJDOT 2007 Standard Specifications for Road and Bridge Construction, with latest interim revisions
 - b. NJDOT Design Manual for Bridges and Structures (Baseline Document), 5th Edition, with latest interim revisions
 - c. NJDOT Highway Bridge Load Rating Manual, 1st Edition, with latest interim revisions

- d. American Association of State Highway Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, Customary U.S. Units, 7th Edition, with latest interim revisions;
- e. AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition, with latest interim revisions;
- f. NJDOT/Federal Highway Administration (FHWA): NJ Seismic Design Considerations (FHWA-NJ-2010-006) Final Report March, 2012 NJDOT
- g. NJDOT Bridge Scour and Stream Instability Countermeasures Experience, Selection, & Design Guidance 2nd Edition
- h. AASHTO LRFD Bridge Construction Specifications, 3rd Edition, with latest interim revisions.
- i. AASHTO/American Welding Society (AWS) D1.1 Structural Welding Code, with latest interim revisions.
- j. AASHTO/AWS D1.5 Bridge Welding Code, with latest interim revisions.
- k. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6th Edition, with latest interim revisions.
- l. AASHTO Guide Specifications for Fracture Critical Non-Redundant Steel Bridge Members, 2nd Edition, with latest interim revisions.
- m. AASHTO Guide Specifications and Commentary for Vessel Collision Design of Highway Bridges, 2nd Edition, with latest interim revisions.
- n. AASHTO Manual for Bridge Element Inspection, 1st Edition, with latest interim revisions.
- o. National Fire Protection Association (NFPA) 502, Road Tunnels, Bridges, and Other Limited Access Highways
- p. Occupational Safety and Health Administration (OSHA) Safety and Health Standards – 29 CFR 1926
- q. AASHTO: Guide for Design of Pavement Structures
- r. AASHTO: A Policy on Geometric Design of Highways and Streets
- s. AASHTO: Roadway Design Guide
- t. FHWA: Manual on Uniform Traffic Devices
- u. New Jersey State Storm Water Management Design Manual
- v. American Concrete Pavement Association (ACPA): Concrete Pipe Design Manual
- w. Ductile Iron Pipe Research Association (DIPRA): Design of Ductile Iron Pipe
- x. Design of Bridge Deck Drainage – HEC21
- y. Federal Aviation Administration (FAA), Advisory Circular No. 150/5200-33B dated 8/28/2007, entitled “Hazardous Wildlife Attractant on or Near Airports”.
- z. State Open Waters/Freshwater Wetlands (N.J.A.C. 7:7A et.seq)
- aa. Flood Hazard Area (N.J.A.C. 7:14A)

- bb. Soil Erosion and Sediment Control in New Jersey – July 1999(N.J.A.C. 16.25a)
 - cc. Dewatering – NJPDES (N.J.A.C. 7:14A)
 - dd. Department of Community Affairs Subchapter 8 Asbestos Hazard Sub-Code N.J.A.C. 5:23-8
 - ee. Water Supply Allocation (N.J.A.C. 7:14A)
 - ff. Treatment Works Approval (N.J.A.C 7:14A)
 - gg. The Authority’s Sustainable Infrastructure Guidelines (2011)
 - hh. The Authority’s Climate Resilience Design Guidelines (2015)
 - ii. The Authority’s Roadside and Median Barrier Design Guide
2. Design criteria summary shall also consider, but not be limited to:
- a. Environmental Permit
 - b. Traffic Lane Closures
 - c. Construction Staging and Sequencing
 - d. Project Site Geometry
 - e. Airport Operations
 - f. Potential Construction Conflicts / Risks
3. Design criteria specifically for Bridges N58 and N59:
- a. Bridges N58 and N59 superstructure framing shall consist of reinforced concrete beams, girders and slab.
 - b. Bridges N58 and N59 should be classified as "Critical Bridge" for seismic design purposes according to NJDOT requirements.
 - c. Design of Bridges N58 and N59 vehicle barriers shall follow current NJDOT standard bridge barrier details.
 - d. For the ease of future maintenance, the use of bridge expansion joints shall be minimized. Access shall be designed for future hands-on structural inspection of all bridge elements if required. Due to long-term maintenance and corrosion concerns, precast prestressed concrete box beams shall not be considered as a superstructure option.
 - e. All bridges design criteria and specifications shall be at a minimum in conformance with NJDOT. On bridges seismic design criteria, comply with the more stringent of AASHTO LRFD and the NJDOT design criteria. The AASHTO "Guide Specification for LRFD Seismic Bridge Design", which establishes a "displacement based" seismic design philosophy, shall be used for the seismic design of bridges.
 - f. Bridge N58 shall be a twelve- (12-)span bridge structure approximately 840 feet long, with a varying width, spanning over the EWR Peripheral Ditch and Earhart Drive, connecting the new roadway on the west side of the Peripheral Ditch to the departure level of the future Terminal A frontage roadway structure. Bridge N58's piers and foundations adjacent to the future frontage roadway structure shall not extend beyond Bridge N58's footprint to leave space for future construction of the frontage roadway

- structure. On the portion of Bridge N58 spanning over the Peripheral Ditch, refer to Exhibit 1 - Figures 2 and 4.
- g. Bridge N59 shall be a ten-span bridge approximately 700 feet long and 45 feet wide, spanning over the EWR Peripheral Ditch and Earhart Drive, connecting the new roadway on the west side of Peripheral Ditch to the arrival level of the future Terminal A. On the portion of Bridge N59 spanning over the Peripheral Ditch, refer to Exhibit 1 - Figures 3 and 4.
 - h. For approximate elevations, length and width of Bridge N58 and N59, refer to Exhibit 1 - Figures 2 and 3. In addition to HL-93 vehicular loads, the bridges shall be designed for loading of New Jersey DOT Permit Vehicles and the Oshkosh Striker 6x6 3000-gallon Airfield Rescue Fire Fighting (ARFF) Truck.
 - i. All bridges and roadways shall meet minimum vertical clearance of 14'-6".
 - j. Minimum pedestrian design live load on bridge sidewalks shall be 100 psf.
 - k. All abutments and piers shall be placed on deep foundation systems. Drilled piers foundations shall be used to limit construction impacts within wetland buffer and riparian zone. Cast-in-place concrete footings with concrete-filled steel pipe piles shall be used on retaining walls and bridge abutments. All bridge abutments shall be placed outside of the wetland buffer and riparian zone to limit environmental impact.
 - l. Drainage from bridge decks and ramps cannot be directly discharged into the Peripheral Ditch, but shall be designed to discharge into the local storm drainage system.
 - m. Location of bridge piers and abutments adjacent to roadways shall be evaluated for environmental impact, future Terminal A elevations, sight distance and clear distance.
 - n. Design shall comply with the Authority's Sustainable Infrastructure Guidelines, which are available at: <https://www.panynj.gov/about/pdf/Sustainable-infrastructure-guidelines.pdf>. The Consultant shall determine the maximum achievable credits immediately after the design starts, achieving a minimum "Certified" level as per the guidelines.
 - o. Design shall utilize the Authority's Climate Resilience Guidelines, which provide projected climate criteria for heat, precipitation and sea level rise to be incorporated into project. Authority sustainability guidelines are available at: <http://www.panynj.gov/business-opportunities/engineering-documents.html>

TASK E. FIELD INSPECTION AND VERIFICATION

1. The goal of the initial field inspection is to be familiar with the surrounding areas and identify design issues and conflicts. The time required for the inspection is estimated to be forty (40) hours.
2. The Consultant's inspection services shall identify potential constructability issues related to concurrent engineering efforts, the AirTrain Newark System, and surrounding structures, including future Terminal A and frontage roadways. (Refer to Exhibit 1 - Figure 2).

3. Submit copies of completed field findings and photos to the Authority for review and approval. Meet with Authority staff to discuss those findings and potential conflicts, if any.

TASK F. FINAL DESIGN AND CONTRACT DOCUMENTS

As part of the 50%, 100% and final submissions of the contract documents required hereunder, the Consultant shall submit a letter to the Authority certifying that the Consultant has performed the QA/QC Program as defined in the Consultant's QA/QC Program submitted under Task A.

Prepare Final Design and Contract Documents, including but not be limited to:

1. Coordinate with the Authority for vertical profiles, elevations, horizontal alignment & vertical clearances for the bridges, especially at areas near the future Terminal A building. The slope and turning radius of the roadway must satisfy AASHTO requirements. Survey Information, Utility Information, and Geotechnical Information, if required during the design phase, may be obtained via written request to the Authority.
2. Provide overall design coordination and design management services for the subject project.
3. Coordinate and acquire deliverables from all disciplines in a timely manner, prior to each submission dates listed under Section IV. Prepare, assemble and issue complete submission deliverables, including deliverables for Civil Engineering, Landscape Architectural and Geotechnical Engineering services to be performed by the Authority's Engineering Department, in accordance with the design schedule and submission requirements herein. Perform quality control on deliverables prepared by the Consultant prior to each submission. For all submissions, provide written responses to all comments for deliverables prepared by the Consultant, and compile and track all comments and responses from all reviewers and disciplines, according to the schedule in Section IV.
4. Lead design process and coordinate with various disciplines/stakeholders.
5. Perform a constructability study and identify potential construction issues. Evaluate the extent of service interruption and the effect on facility operations. Develop schemes to mitigate construction risks.
6. Develop construction staging schemes for the project. Airport and AirTrain Newark services shall not be interrupted.
7. Contract Documents: Contract documents for all disciplines, to the greatest extent possible, shall be prepared for lump sum bidding. This shall include, but not be limited to, the appropriate work items contained in the foregoing tasks and the following:
 - a. General requirements for all disciplines, as appropriate:
 - 1) Location Plan (including Limits of Constructions), Key Plan
 - 2) General Notes, Legend and Abbreviation
 - 3) Plans, Sections and Details
 - 4) Specifications
 - 5) Construction Cost Estimate, include Unit Price and Net Cost Items

- 6) Site Construction Staging Drawings in Plan and Elevations
 - 7) Coordination of services with appropriate Authority staff
- b. Structural Engineering:
- Provide structural design service of the roadway bridges and other structural elements of this project, including but not limited to:
- 1) Prepare Bridges N58 and N59 design drawings including General Plan, Elevations, Sections and Details for bridge substructures and superstructures.
 - 2) Prepare Bridges N58 and N59 construction staging drawings. Ensure construction sequence is shown on the drawings when a specific construction sequence is required for the stability and integrity of the structure involved.
 - 3) Prepare Bridges N58 and N59 structural analysis and design calculations:
 - a) Perform analysis and design of the Bridge Substructures (Deep Foundations, Piers and Abutments, Wing Walls, Retaining walls, etc.) based on the soil and groundwater data, and geotechnical parameters as provided by the Authority.
 - b) Perform analysis and design of the Bridge Superstructures (Decks, including roadway, overlay, sidewalk, traffic barrier and railing, Horizontal Bridge Framings, Bearings, Expansion Joints, Approach Slabs, etc.).
 - c) Design shall consider whether there are interferences between the bridge foundations and new or existing underground utilities based upon underground utility survey information to be provided by the Authority. Coordinate with other disciplines to avoid all potential interferences and design supports / opening for utilities installed along the bridge structures.
 - 4) Coordinate with Authority Civil Engineering to develop best-fit design for environmental permits. Bridges N58 and N59 substructures analysis and design shall be 100% completed at 50% project submission date according to design schedule in Section IV, as part of environmental permit documentation for NJDEP's approval.
 - 5) Prepare Bridges N58 and N59 load rating analysis per NJDOT requirement for new bridge. Deliverables for load rating analysis, including the use of load rating software, shall be in strict conformance with NJDOT requirement.
 - 6) Prepare Authority standard and customized material specifications. Create customized specifications for bridge superstructure and substructure elements in conformance with latest NJDOT bridge material specifications, except that the Authority's standard concrete specification will be followed.
 - 7) Prepare updated Structural Design Criteria Summary, including selected bridge type for Bridges N58 and N59, with consideration for ease of future maintenance and access for hand-on inspection. List all design references, design loads, including load rating information where appropriate on structural drawings. The updated summary shall be included as part of the calculation submission.
 - 8) Identify and indicate on structural drawings all items subject to special inspection during construction stage by the Authority and/or the contractor per NJDOT requirements.

- 9) Verify soil bearing capacity, deep foundation capacity and other soil properties with Authority Geotechnical Engineering. Indicate such information on structural drawings.
- 10) If the use of overhead sign structures is required according to Traffic Engineering, NJDOT standard overhead sign structures requirements shall be followed.
- 11) Prepare Bridges N58 and N59 Bridge Element Quantity Estimates.

c. Traffic Engineering:

The Consultant shall:

Field inventory all traffic control devices in the work area to determine if any devices require modifications as part of the project.

- 1) Prepare Maintenance of Traffic (MT) drawings for the required maintenance of traffic for the construction of the two bridges. This shall include localized closures for the bridge work as well as extensive detour routing required for full roadway closures.
- 2) Prepare Traffic (T) drawings for the installation of pavement markings and signing for the two bridges.
- 3) Prepare Traffic (T) drawings for the roadside barriers for the two bridges including guide rail, impact attenuators and concrete barrier end treatments for attachment to parapet walls.
- 4) Provide input to construction staging to reduce or eliminate traffic impacts to operations.

Discipline Specific Criteria and Assumptions:

- 1) All Traffic designs shall be developed in accordance with criteria and guidelines set forth in the latest editions of “A Policy on Geometric Design of Highways and Streets” (AASHTO), “Manual on Uniform Traffic Devices” (FHWA), and “Roadside Design Guide” (AASHTO), and Roadside and Median Barrier Design Guide (PA).
- 2) Access to occupied building and parking lots shall be maintained at all times.

d. Electrical:

- 1) Provide electrical design and submit electrical drawings, calculations and list of specifications as part of the contract documents. The size and number of conduits shall be provided as part of the electrical design for the roadway/bridge lighting system. The Authority may request that spare conduits be included, but the base number/size of conduits required shall be as per the design calculations for the lighting load. Information on electrical service point will be provided by the Authority.
- 2) The Consultant shall be responsible for design of:
 - a) Electrical conduit supports at the bridges.
 - b) Lighting design for roadway, bridges and under bridges.
 - c) Power distribution to feed the roadway, bridges and under bridges lighting.

d) All ductbanks and handholes as required.

e. Environmental:

The Consultant shall:

- 1) Complete surveys, as needed, of hazardous materials impacted by the construction of this project. The materials include, but are not limited to, asbestos, lead-containing paint, universal wastes, PCB-containing materials, and other hazardous building system materials. Prepare contract documents for the management, removal, abatement and disposal of impacted materials.
- 2) Prepare a list of all applicable environmental permits that would be required to undertake this project. Apply for and obtain, on behalf of the Authority, NJDEP soil erosion permit and Stormwater Discharge permit.
- 3) Undertake searches for mitigation banks programs and sites that may be needed to provide compensatory mitigation for State Open Water, wetlands, wetland transition areas, riparian zone impacts – approximately 10 acres (both permanent and temporary). Determine the potential for enhancement of onsite areas to reduce the overall extent of required mitigation
- 4) Contract documents shall include all requirements and provisions of applicable permits for construction activities subject to the permits.
- 5) Prepare contract documents to address management and off-site disposal of excess excavated soil materials.
- 6) Prepare contract documents to address dewatering effluent management during construction of this project.

8. Contract Drawings Format and Requirements:

- a. All Consultant Contracts shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
- b. Sign and seal all drawings prepared by the Consultant.
- c. Any sub-consultant shall sign and seal its own drawings. The Consultant's logo shall appear on each drawing prepared by a sub-consultant.
- d. All Mylars shall be signed and sealed by a Principal of the firm, or sub-consultant holding a Professional Engineer license in the State of New Jersey and who is familiar with and responsible for the design. The stamp shall have the following beneath each stamp:

ORIGINAL SEALED AND SIGNED BY:

N.J.P.E. #

- e. Contract drawings shall be prepared in accordance with the latest Authority CAD standards, which can be downloaded at <http://www.panynj-cadstandards.com/>. The Consultant is required to check the website regularly for updates to the Authority

CAD standards. All submission of AutoCAD files shall follow the folder structure described in the Authority CAD standards.

9. Design Calculations:

- a. Calculations shall clearly distinguish between new and existing construction. Documents which existing criteria, dimensions, and properties were obtained shall be referenced in the calculations. All engineering calculation sheets, including computer generated input and output sheets, shall be numbered (sheets shall also include total number of sheets in the package), dated, indexed and bound. The designer and the checker shall initial all calculations sheets. Design criteria summary shall be included as part of the calculation. The index sheets shall define the total number of sheets submitted and shall bear the stamp and signature of an experienced Professional Engineer licensed in the State of New Jersey and who is familiar with and responsible for the design.
- b. Computations submitted in computer print-out form, furnish the following:
 - 1) The description of each software including:
 - a) The type of problems solved by the software.
 - b) The nature and extent of the analysis and design.
 - c) The assumptions made in the software.
 - d) Instructions for interpreting the computer output format.
 - 2) Indicate the design criteria used and diagrams showing the loading conditions and loading combinations.
 - 3) Indicate design constants, spring constants and equations used, including all references.
 - 4) Indicate diagram of all member forces (axial, shear, bending or other forces, as appropriate) for each loading condition that controls the design.
 - 5) Indicate reaction loads from all loading combinations acting on bridge bearings and deep foundations. Present the reactions clearly in table format.
 - 6) Indexed and clearly identified input and output sheets for the entire structure of for those portions of the structure, which will be sufficient to enable the Authority to evaluate the structure.
- c. All technical software including commercial off-the-shelf software or in-house developed software (e.g., Excel spreadsheets, Mathcad worksheets, etc.) used in the project shall have been validated by the Consultant prior to its use to ensure that the output results are acceptable, reliable, and consistent with input parameters and assumptions, and that the software is suitable and sufficient for the specific types of work encountered.
- d. Bridges N58 and N59 Load Rating calculation, records and deliverables shall be prepared in strict conformance with NJDOT. Software for Bridge Load Rating shall be in accordance with NJDOT Highway Bridge Load Rating Manual.
- e. Bridges N58 and N59 Bridge Element Quantity Estimate calculations shall be prepared in conformance with latest AASHTO Manual for Bridge Element

Inspection, for all bridge elements. Present the quantity estimate clearly in table format, with element description, unit, quantity, etc.

10. Specifications: Prepare Specifications to include the work specified above in accordance with the following:

Division 1 - Provide the following information for the Authority Standard Division 1 Specifications which will be prepared by Authority staff:

- a. Information specifically related to Conditions and Precautions, Construction Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract;
- b. A list of the Contract Drawings;
- c. A list of unit price items, where appropriate, with description and estimated quantities for each item;
- d. Division One Maintenance of Traffic Specification.

11. Technical Specifications

- a. The Authority has prepared certain standard technical specifications, which will be made available in electronic copy to the Consultant. These standard technical specifications must be reviewed by the Consultant and structural standard specifications may be altered or revised by the Consultant in accordance with NJDOT specification, except that the latest Authority concrete material specification shall be followed. Since these standard Technical Specifications may contain materials and related procedures which are not appropriate to the specific Contract being proposed, the contract drawings general notes section can also be used to clearly define the materials, related submittals and scope of work. However, any required submittal should be clearly defined and numbered on Appendix A of the related specification.

Division 1 of the Authority's specifications dealing with general provisions, includes the following language:

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

- b. Prepare any technical specifications that are not available from the Authority, including bridge superstructure elements as described above. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews. Final version of technical specifications or customized specification prepared by Consultant shall be signed and sealed by a Professional Engineer licensed in the state of New Jersey, submitted at the end of Stage III.
- c. Prepare a list of required construction submittals, including requirements on each submittal item, on Appendix A section of each technical specification.

TASK G. COST ESTIMATE AND CONSTRUCTION SCHEDULE

Prepare a Construction Cost Estimate for each submittal of the Contract Drawings and Specifications in accordance with the Authority's "Estimating Procedures Guide". Authority Estimating Procedures Guide is available at: <http://www.panynj.gov/business-opportunities/engineering-documents.html>.

Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items. Present the Construction Schedule in Gantt Chart form using days, weeks or months as appropriate for the unit of time, with respect to each task or long lead-time item.

The construction cost estimate for each involved discipline shall be compiled and presented with the Authority's standard estimating forms, which will be provided by Authority staff. The construction cost estimates shall be reviewed and approved by the Authority's cost estimator.

TASK H. POST AWARD SERVICES

1. Submit your specific QA/QC for the professional services to be performed in connection with the performance of your Post Award Duties specified hereunder.
2. Review, and approve (APP), approve as corrected (AAC) or disapprove (NA) all working drawings, catalog cuts and design calculations submitted by Contractor in conformance with Contract Documents within eight (8) working days after receipt of said articles from the Authority's Submittal Management Unit. Indicate any corrections, comments and additions as required. Advise the Authority thereof giving the reasons for your decisions. Sign and stamp all submittals by a Professional Engineer licensed in the state of New Jersey, who is responsible for the submitted items requested in the Contract Documents. Six hard copies and a scanned electronic file of each working drawing shall be submitted back to the Authority. Hard copies of submittal shall be sent to Authority's Submittal Management Unit within eight (8) working days after receipt. The review status of reviewed with comments (RWC) and reviewed with no comments (RWNC) shall be used on submittals in which Contractor's professional engineer is responsible for the design, such as temporary structure design for construction.
3. Consultant should function as the point of contact on overall design works for the EWR Resident Engineer's Office and Contractor. Consultant shall coordinate all Requests for Information (RFIs), actual field condition and constraint, modification to foundations, and material substitute requests, if any, with all involved disciplines. Lead coordination meetings to resolve construction issues. Clearly indicate technical approach and assumptions on this matter in your Proposal.
4. Review and respond to RFI from the Contractor, as requested by the Authority. Clearly indicate assumed RFI quantities, based on similar types of contracts, in your Proposal.
5. Prepare and submit, at the first pre-construction meeting, an outline list of required Contractor's submittals to include but not be limited to, working drawings, catalog cuts, samples, certificates and test reports.
6. Evaluate alternative construction details and materials, as requested by the Authority.
7. Make post-award contract changes (PACCs) with detailed estimates and make site inspections as required for the changes.

8. Make available a Professional Engineer licensed in the state of New Jersey on-site, as requested by the Authority, for performance of construction support services, as defined by the Authority, as well as to attend progress meetings during the construction stage. For the purpose of this task, the Consultant shall estimate a total of eighty (80) staff-days, and assume eight (8) hours per day. In addition to any on-site observations you may require as the Engineer-of-Record, assume two (2) pre-construction meetings and two (2) field meetings/site visit for each month of the construction period. Assume three (3) years for the construction duration for this project.

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

IV. SCHEDULE AND SUBMISSIONS

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

	<u>Description</u>	<u>Elapsed Time (Calendar days)</u>	<u>Submittals</u>
1a	Project Schedule for Both Design and Construction; Consultant's signed QA/QC Program	14	1 electronic copy
1b	Design Criteria Summary	28	1 electronic copy
1c	Authority provides comments on 1a, 1b (above)	42	
2a	50% (100% on Bridges Substructures) complete drawings, specification, calculations, cost estimate, construction schedule and signed QA/QC letter	90	1 electronic copy, and submit 15 - 11 x 17 paper copies for drawings.
2b	Authority provides comments on 50% Review	104	
2c	Written response to 50% comments	118	
3a	100% complete drawings, specifications, calculations, cost estimate, construction schedule, NJDOT load rating deliverables, bridge quantity estimate and signed QA/QC letter	207	1 electronic copy, and submit 15 - 11 x 17 paper copies for drawings.
3b	Authority performs Authority Wide review	214	

3c	Authority provides comments for Authority Wide Review	228	
3d	Written response to Authority Wide Review comments	242	
4a	Final review submission on contract drawings and specifications	249	1 electronic copy, and submit 15 - 11 x 17 paper copies for drawings.
4b	Authority provides final comments	256	
4c	Written response to final comments	270	
5	Mylar contract drawings, complete contract specifications, final design calculations, final cost estimate, final construction schedule, final NJDOT load rating deliverables, final bridge quantity estimate and signed QA/QC letter	272	1 electronic scanned copy, signed and stamped Mylars drawings, and submit 15 - 11 x 17 paper copies for drawings

V. ADDITIONAL INFORMATION FOR THE PREPARATION OF CONTRACT DOCUMENTS AND CONSTRUCTION COST ESTIMATES

- A. Except as otherwise noted herein, the Preparation of Contract Documents shall conform to Authority standards and codes which would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.
- B. Prepare all Contract Drawings on standard size Authority Mylar tracings. Tracings shall be prepared in such manner as to produce clearly legible drawings after reduction. Scales shall be graphical rather than numerical.
- C. All documents are to be submitted to the Authority according to Section IV. The Consultant shall meet with the Authority to review such documents, incorporate Authority comments, compile all comments/written responses and submit in final written response form within fourteen (14) calendar days of receipt of such comments.
- D. The following additional services shall be provided as part of this Agreement:
1. Provide input to answer questions asked of the Authority by bidders during the bid period.
 2. Prepare Contract addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by the Chief Engineer, for Authority approval and issuance by the Authority. Furnish originals for final printing.
 3. Upon request, assist Authority staff in Item E specified below.
- E. Authority staff will:
1. Prepare Information for Bidders, Form of Contract, General Division 1 of the Specifications and the Analysis of Bid and Contract Progress Schedule.
 2. Meet with Consultant from time to time to review all Specifications, Contract Drawings, construction cost estimates and schedules prepared by the Consultant.

3. Review with, and transmit comments from, various Authority Departments to the consultant for incorporation by him into the Contract Documents.
4. Review addenda with, and obtain approval of, various Authority Departments.
5. Solicit, receive, open bids, and award Contract or reject bids.

VI. CONDITIONS AND PRECAUTIONS

A. General

1. All Engineering drawings and documents are to be handled, transmitted and destroyed in accordance with Authority guidelines. The Consultant shall designate a Security Information Manager (SIM) for the subject Authority project. The SIM shall oversee the collection of required non-disclosure documents and submit required forms such as General Firm Non-Disclosure Agreement, Exhibit A - Individual Acknowledgment, Exhibit B - Sub-Consultant (if required), and Engineering Security Education and Awareness Training sign-in sheet.
2. All electronic Engineering drawings and documents shall be transmitted through the Authority's Livelink site for electronic files transfer. Upon receipt of fully executed agreement, the Consultant will receive Livelink account access forms. The Consultant shall complete and return the Livelink account access forms for Consultant's staff as needed. Upon review and approval, a Livelink account token or password will be sent to individual's office for access to subject Livelink project folder.
3. Ensure Items 1 and 2 above are performed in a timely manner at the beginning of the project to ensure successful on-time submissions in accordance with schedule identified in Section IV.
4. All electronic drawings files shall be in compliance with Authority CAD standards.
5. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
6. Follow access, personnel identification and security requirements at the site. These requirements include daily notification to the EWR Police when entering and exiting the site, obtaining identification placards for all vehicles on site and badges for all site personnel.
7. Coordinate with EWR Facilities, as directed by the Project Manager, for inspection date and duration.
8. Airport Operations at EWR shall always have priority over all of the Consultant's operations and/or Construction Activities.

B. Work Areas

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

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

Area of Work, as well as Area Available for the Contractor's use, during construction shall be developed as part of TASK F.

C. Work Hours

Do not perform work on a legal federal holiday of the State where the work is performed, unless approved by the Engineer.

VII.COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$10,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$10,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in the absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of NY & NJ and its wholly owned entities" as additional insured and shall contain an endorsement that the policies may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

2. Additional Coverage: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
 - b. Endorsement to eliminate any exclusions applying to the underground property, explosion and collapse hazards
 - c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft
 - d. Coverage for work within 50 feet of railroad

B. Workers' Compensation Insurance:

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

C. Professional Liability Insurance:

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

D. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the

facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
3. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

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

* * *

EXHIBIT 1

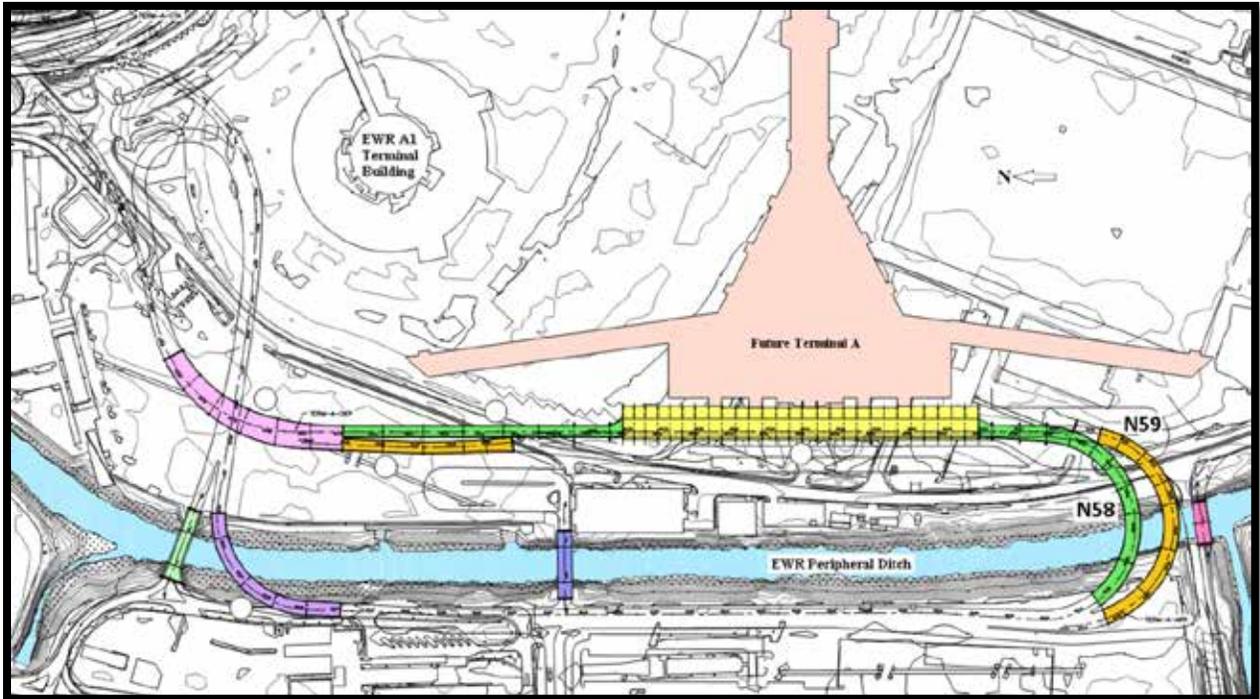


Figure 1 - Bridges N58 and N59 Location Plan

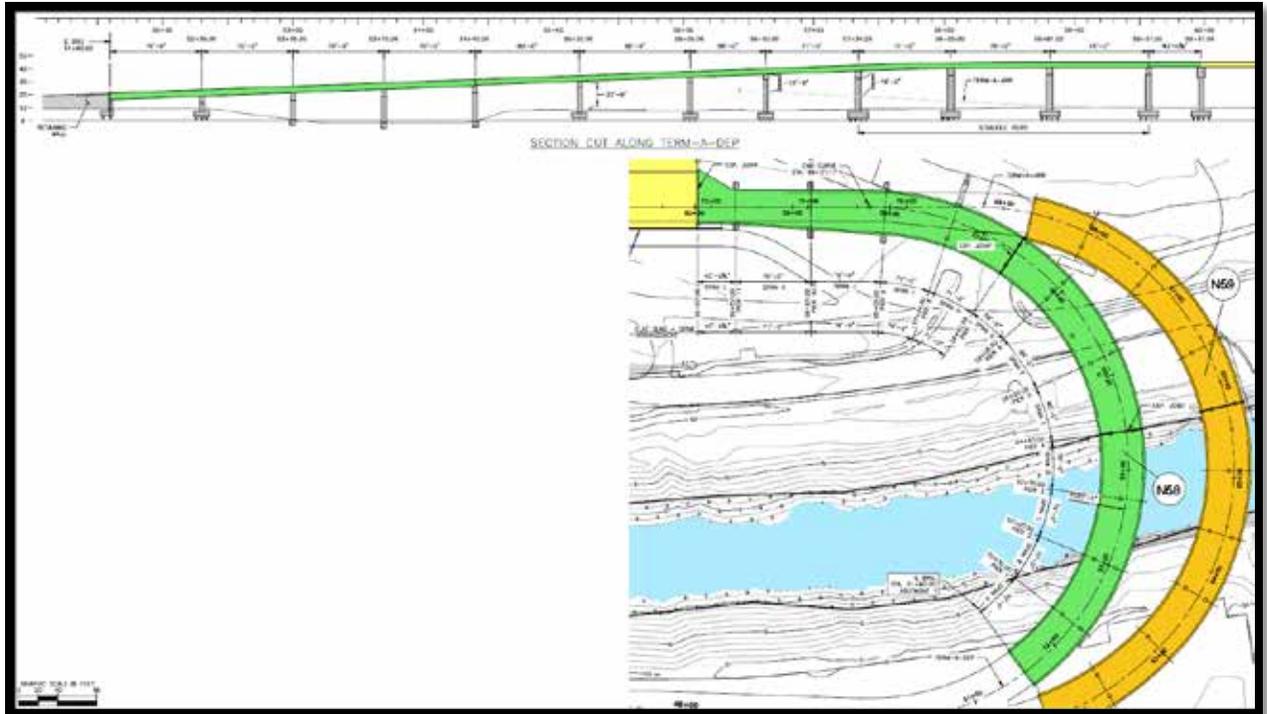


Figure 2 - Bridge N58 Plan and Elevation

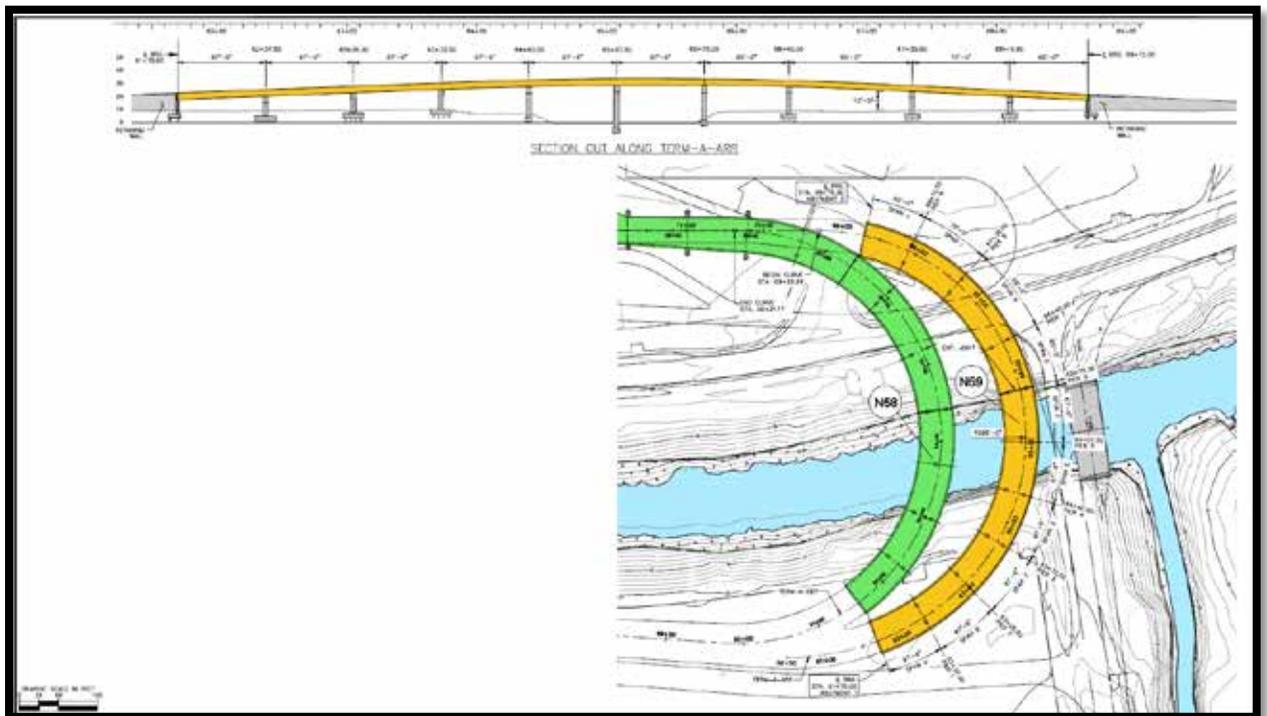


Figure 3 - Bridge N59 Plan and Elevation

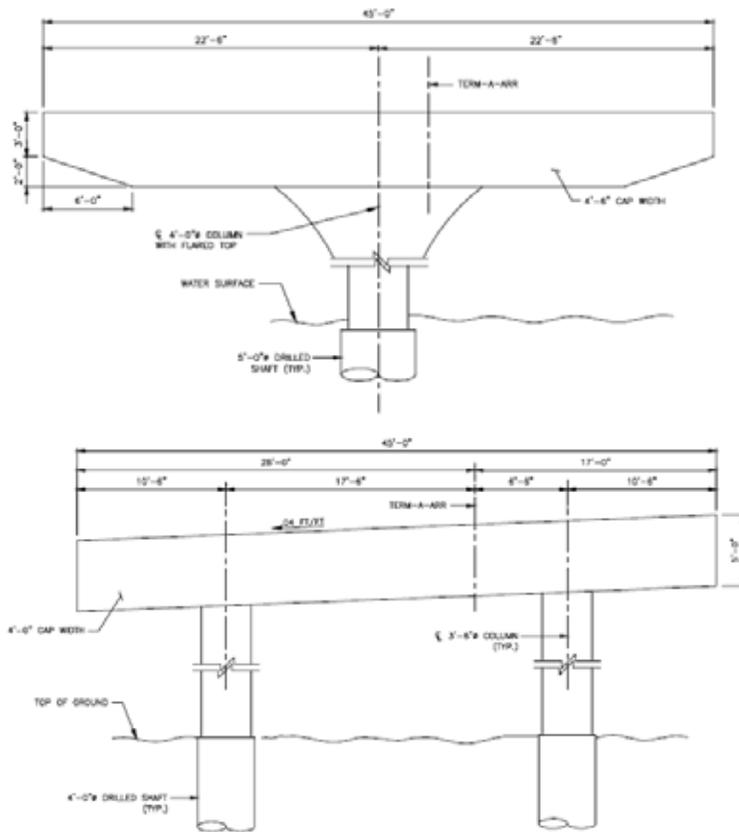


Figure 4 - Conceptual Bridge Pier Elevations with Drilled Shaft Foundation

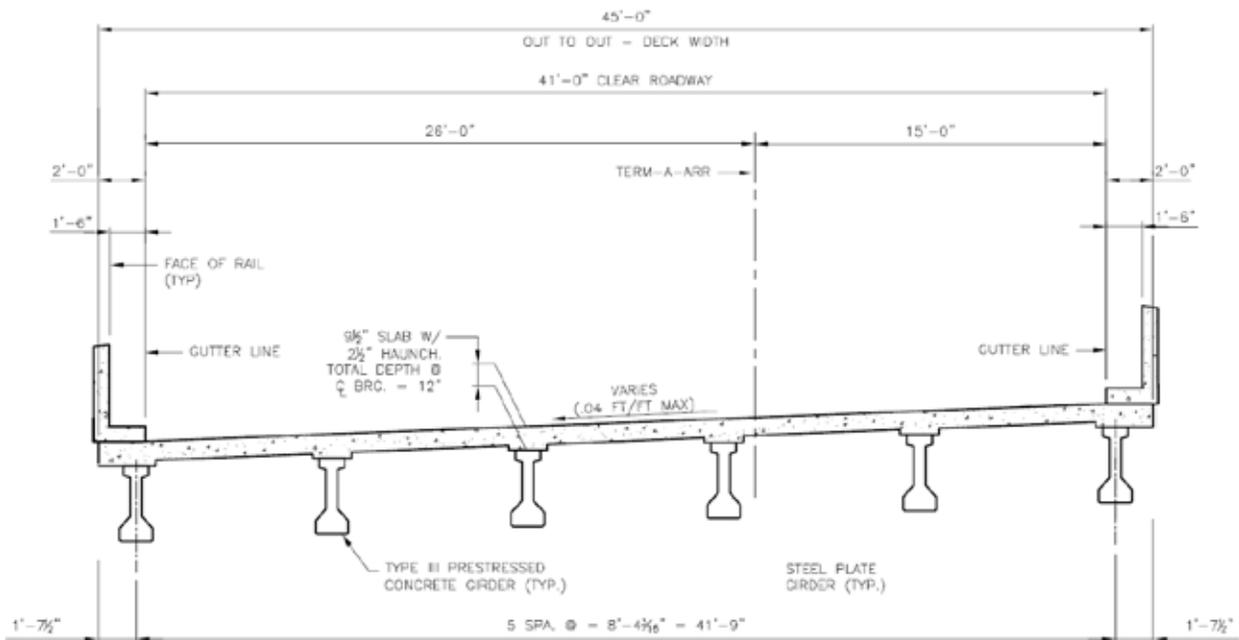


Figure 5 - Conceptual Bridge Section

P.A. Agreement #415--*****

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

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

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

For the purpose of administering this Agreement, the Chief Engineer 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.

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

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

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may

disapprove if, in his sole opinion said items are not in accordance with the requirements of this Agreement, sound engineering principles, or 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 Chief Engineer, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services 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 Chief Engineer prior to the performance of said services. Upon completion of specific services requested hereunder, the Consultant shall submit a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Port Authority CAD Standards. All submissions of CAD drawings shall be submitted to the Authority on compact discs, 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 Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C and D below, subject to the limits on compensation and 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. 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 Chief Engineer or their designee, in their sole and absolute discretion.

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

B. Premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners, principals for time

actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Chief Engineer in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

C. Amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer 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 Chief Engineer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

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

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

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

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

When the Consultant uses its personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration (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 Chief Engineer. 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 Chief Engineer'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 Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority will, within fifteen (15) days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

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

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

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

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

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

17. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority 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 of 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 Engineering Department without express written authorization of the Chief Engineer. 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 insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

20. You shall promptly and fully inform the Chief Engineer in writing of any intellectual property disputes, 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 Chief Engineer. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

22. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 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 (12%) percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

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

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

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

23. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, 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.

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request 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 April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief Engineer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

30. CONFLICT OF INTEREST

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

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

FIRM

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DATE

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.

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer

Date _____

ACCEPTED:

FIRM NAME

By: _____

Title: _____

Date: _____

INSTRUCTIONS

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

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL A REDEVELOPMENT PROGRAM – DESIGN OF TWO MULTI-SPAN BRIDGE STRUCTURES (RFP #43730)

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), 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.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on October 22, 2014, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(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 SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL A REDEVELOPMENT PROGRAM – DESIGN OF TWO MULTI-SPAN BRIDGE STRUCTURES (RFP #43730)

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

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

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