

FOI #14616

Jan. 28, 2014

Daniel Duffy
FOI Administrator
The Port Authority of NY and NJ
225 Park Avenue South, 17th Floor
New York, NY 10003

01-29-14P02:24 RCVD

VIA EMAIL

Dear Mr. Duffy:

This is a request for public records under the public records laws of New York and New Jersey and all applicable codes. Please provide me copies of the following documents:

1. A list of all grants made under the Local Assistance Program from Jan. 1, 2010 to the present. Please provide the amount of the grant, the date, the organization receiving the grant, and the purpose of the grant.
2. All applications for grants made under the Local Assistance Program from Jan. 1, 2010 to the present.
3. All agreements signed with recipients of these grants, also from Jan. 1, 2010 to the present.
4. All contracts funded by grants made by the Port Authority's Local Assistance Program from Jan. 1, 2010 to the present.

If you contend any of these documents are exempt from disclosure, I ask that you do so in writing and cite the specific statutory exemption on which you are relying. In addition, if you contend that part of these records are exempt, I ask that you promptly redact those portions and send me the remainder.

I ask that you respond within five business days.

Because I am a member of the news media, and this is a matter of urgent public concern, I ask that you communicate via phone or email if you have any questions regarding this request.

Please contact me in advance if the cost of meeting this request will exceed \$250.

Thank you in advance for your prompt cooperation.

Sincerely,

Joseph Tanfani
Staff Writer
The Los Angeles Times/Tribune
1090 Vermont Ave NW
Washington , DC 20005
Joseph.tanfani@latimes.com
202-824-8318
267-443-3496 cell

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 16, 2014

Mr. Joseph Tanfani
The Los Angeles Time/Tribune
1090 Vermont Ave NW
Washington, DC 20005

Re: Freedom of Information Reference No. 14616

Dear Mr. Tanfani:

This is in response to your January 28, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for "copies of the following documents: 1. A list of all grants made under the Local Assistance Program from Jan. 1, 2010 to the present. Please provide the amount of the grant, the date, the organization receiving the grant, and the purpose of the grant. 2. All applications for grants made under the Local Assistance Program from Jan. 1, 2010 to the present. 3. All agreements signed with recipients of these grants, also from Jan. 1, 2010 to the present. 4. All contracts funded by grants made by the Port Authority's Local Assistance Program from Jan. 1, 2010 to the present."

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14616-O.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

LOCAL ASSISTANCE PROGRAM: New Jersey Projects 2010 – 2013

Client Municipality	Consultant	Program Description	Year	Total Award	Amount Spent to Date
City of Perth Amboy	Hamilton, Rabinowitz & Advisors	Economic Growth Strategy Plan – Provide real estate, market and economic analysis that will serve as the foundation for effective land use, real estate and economic development policies for the City of Perth Amboy.	2010 – 2011	\$ 82,500	\$ 82,494
City of Hoboken	Clarke, Canton & Hintz	Hoboken North End Redevelopment Study – performance of a redevelopment study to determine whether the North End Redevelopment Study Area within the City of Hoboken qualifies as an area in need of redevelopment pursuant New Jersey's Local Redevelopment and Housing Law.	2010 – 2013	55,000	51,443
City of Newark	Hamilton, Rabinowitz & Advisors	Economic Growth Element of the Master Plan – further strategies outlined in the Master Plan by addressing the following: land development, economic development and job creation opportunities around the airport and sea ports, downtown and commercial development, opportunities involving cultural resources, industrial development, small business development, and new economies, such as green development; provide real estate, market, and economic analysis to provide the foundation for effective land use, real estate, and economic development policies for the City of Newark.	2010 – 2012	100,000	100,000
Newark Museum	Wank Adams Salvin Associates	Ward Carriage House Project – programming and design of art collections storage to begin the design process for construction of a new facility.	2010 – 2011	65,000	65,000
City of Bayonne	Phillips Preiss Grygiel	Broadway Redevelopment Project/22nd Street Redevelopment – investigation study to determine whether the Broadway Redevelopment Area within Bayonne qualifies as an area in need of redevelopment by documenting the physical and economic conditions existing in the Study Area.	2012 – 2013	75,000	55,877
Township of Woodbridge	BJ Planning	Pennval Road Green Tecnology Development Plan – creation of a Development Plan for the Green Technology Park at Woodbridge including concept design, architectural and design guidelines, energy or sustainability recommendations and a cost analysis based on the final draft design; provide comparative real estate, market, and economic analysis.	2011 – 2012	75,000	72,435
Township of Springfield	Phillips Preiss Grygiel	Master Plan Reexamination – The Township's existing Master Plan was prepared in 1997 and the most recent Re-Examination Report was prepared in 2005. The Township has requested that a new Re-Examination Report be completed to comply with the statute requirements set forth in N.J.S.A. 40:55D-89, the State of New Jersey's Municipal Land Use Law (MLUL).	2013	75,000	Award Letter sent in 2013, project on-going



500 Broad Street • Newark, NJ 07102
t (973) 273-6000 • f (973) 642-1242
www.newarkha.org

May 30, 2013

The Honorable William Baroni
Deputy Executive Director
The Port Authority of New York and New Jersey
225 Park Avenue South, 15th Floor
New York, New York 10003

Subject: Funding Request: Local Assistance Program

Dear Mr. Baroni:

Thank you and your staff for meeting with the Newark Housing Authority (NHA) over the past three months to discuss the revitalization of the Dayton Street Neighborhood (Neighborhood). The Neighborhood, located in the South Ward of the City of Newark, is contiguous to the Newark Liberty Airport and the Port of Newark.

The NHA received a Choice Neighborhood Initiative (CNI) Planning Grant from the United States Department of Housing and Urban Development (HUD) to develop a strategy or Transformation Plan to revitalize the Dayton Street Neighborhood.

A collective, comprehensive revitalization strategy of the area will benefit The Port Authority of NY and NJ (Port Authority), the NHA and the City of Newark. A comprehensive strategy will also advance certain state, regional and federal initiatives, including the Departments of Commerce, Education, Transportation and HUD, for redevelopment of urban areas.

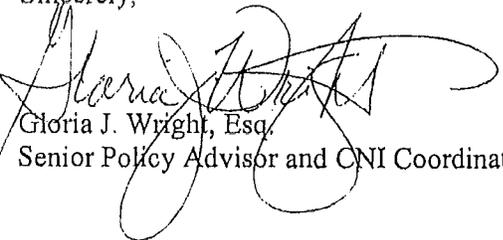
A collective revitalization strategy will accomplish the following: spur economic development and create jobs; create a job-training and recreational facility; reposition light industrial assets along Frelinghuysen Avenue for re-use and service to the Port, the Newark Liberty Airport and the new redeveloped Neighborhood (e.g., warehousing, distribution, service and storage centers, creating jobs and business opportunities to support the Port and Newark Liberty Airport); create new and mixed-income workforce housing; create open spaces and enhance natural resources including Weequahic Park; create new traffic routes and patterns for easy access to and from the intended PATH extension rail stop, the Airport and the Neighborhood; create shops and other amenities, such as hotels, in order to attract and retain mixed-income workforce and families and to service the area.

Request: The NHA requests funding from the Local Assistance Program to procure a *Highest and Best Use Analysis (Analysis)* of the Neighborhood, the intended PATH Extension rail stop and the surrounding light industrial area that connects to the Airport Zone. The targeted area for the proposed study is more fully highlighted in red on the attached map.

The *Analysis* should include, at a minimum, the following: an Architectural Planning Study (that connects the Neighborhood to the Airport Zone and Port); site evaluation (appraisal for redevelopment of commercial district along Frelinghuysen Avenue, consistent with Architectural Planning Study); assumption that the NHA and its partners will complete a Training, Recreational and Educational Center (TREC) within the targeted area (located on Ludlow Street) for use by residents and the community; an improvement plan for Frelinghuysen Avenue (re-use/re-purpose of commercial properties); assumption that the NHA will construct 500 units of mixed-income affordable housing; assumption that the surrounding redevelopment will include needed commercial shops, stores and amenities; cost analysis/estimations for infrastructure and re-engineered streets for access to and from the airport and nearby freeways; a rail stop within the DSN or alternative bus service or public transportation for everyday living and working. The *Analysis* should be premised upon a revitalized neighborhood that includes mixed-use rental and single-family housing, commercial and economic development, neighborhood amenities, educational and needed social services, transportation and rail stops, and open spaces to attract a workforce and families.

Please feel free to contact me at (973) 273-6623 should you have questions or need additional information.

Sincerely,



Gloria J. Wright, Esq.
Senior Policy Advisor and CNI Coordinator

Cc. K. Kinard, Executive Director, Newark Housing Authority
M. Francois, Port Authority
T. Moore-Abrams, Port Authority



CENTENNIAL CELEBRATION

49 Washington Street
Newark, NJ 07102-3176

newarkmuseum.org
www

973.596.6550
TEL

973.642.0459
FAX

711
TTY

July 29, 2009

Mr. Michael B. Francois
Chief, Real Estate and Development
Port Authority of New York and New Jersey
225 Park Ave, 19th Floor
New York, New York

Re: Application to the Port Authority's Local Assistance Program Fund

Dear Mr. Francois,

I am writing to request assistance from the Port Authority of New York and New Jersey in the Newark Museum's efforts to acquire a secure, climate controlled collections storage facility for its world-class, multi-faceted collection of art objects.

The global collections of the Newark Museum, held in trust for the citizens of New Jersey and scholars world-wide, are irreplaceable and valued in excess of \$1 billion. These collections are in jeopardy due to compromised and outdated below grade storage conditions. The purpose of this request to the Local Assistance Program Fund is to retain the services of an Architect skilled in the programming and design of art collections storage to begin the design process for construction of a new facility. In particular, the scope of the Architect's work (working in coordination with the Museum's management, Registrar and curatorial staff) is to include:

1. Develop a Program of Uses to guide the design of the new collections facility;
2. Prepare an Adjacency and Stacking Plan for the facility;
3. Prepare a prototypical Conceptual Design for the facility; and,
4. Prepare a Conceptual Construction Cost Estimate for the facility.

We believe the Museum's efforts are consistent with the mission of the Port Authority and its Local Assistance Program. We request funding in the amount of \$100,000.

I look forward to discussing the overall project and this particular scope of services in further detail.

Sincerely,

Meme Omogbai
Chief Operating Officer

Cc: Susan Baer, Deputy Director, Aviation Department, Port Authority of New York & New Jersey
Susan Bass Levin, Deputy Director, Port Authority of New York & New Jersey
Tina Lado, Director, Government and Community Affairs, Port of New York & New Jersey
Arlene Lieberman, Board Chair, Newark Museum
Mary Sue Sweeney Price, Director, Newark Museum



Township of Springfield

COUNTY OF UNION
STATE OF NEW JERSEY
ESTABLISHED APRIL 14, 1794

OFFICE OF THE MAYOR
ziad.shobady@springfield-nj.us
(973) 912-2200

MUNICIPAL BUILDING
100 MOUNTAIN AVENUE
SPRINGFIELD, NEW JERSEY 07081

June 5, 2012

Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
The Port Authority of NY & NJ
Real Estate Services Department
225 Park Ave South - 19th Floor
New York, NY 10003

Dear Mrs. Moore-Abrams:

This is a follow up to our May 17, 2012 meeting about the Authority's Local Assistance Program. I want to thank you for taking the time to explain the program in detail to the Township Administrator and me. Based on our meeting and the Township's needs, we are requesting the Authority consider consulting services to do a Master Plan Re-Examination that includes a critical Traffic Study for Morris Avenue to assist in the redevelopment of the downtown; a top priority for the Township. We also request the Re-Examination include a Sustainability Element to assist us in getting certified by Sustainable New Jersey.

1. Background on Springfield

The Township of Springfield is a beautiful residential community located in Union County, New Jersey with a population of approximately 15,000 and 5.15 square miles in size.

Springfield was formed as a township on April 14, 1794, and was incorporated as one of New Jersey's first 104 townships by an Act of the New Jersey Legislature on February 21, 1798. The extremely critical Battle of Springfield was fought here between the American Continental Army and British forces. Some historical landmarks from the Revolution still stand. The Cannon Ball House built 1741, served as a farmhouse when the British used it as a hospital and today it is museum. Springfield's First Presbyterian Church, which had been burned by the British, was rebuilt, using much of the original structure. It remains at 37 Church Mall to this day. The statue of a Continental Soldier out front is the smallest state park in New Jersey.

New Jersey Monthly magazine ranked Springfield in the Top 100 best places to live in New Jersey in its 2010 rankings of the "Best Places to Live" in New Jersey. In June 2010, Newsweek named Springfield's Jonathan Dayton High School as one of the best high schools in the county -- only 6% of all public schools in the U.S. made the list. Springfield is located on the northern edge of Union County. Major highways and roadways conveniently pass through Springfield, including Interstate 78, U.S. Route 22, Route 24, and Route 124, as well as County roads 509 and 577. Newark Liberty International Airport is approximately ten miles east of Springfield. The Township also operates a Jitney service to the Short Hills train in the morning and afternoon/early evening. Whether you are a resident commuting to New York or a business seeking a great location -- the Township transportation options are a great asset.

2. Request of the Port Authority Local Assistance Program

The Township of Springfield is requesting a Master Plan Re-examination Report be done consistent with the statutory requirements for the Master Plan established in N.J.S.A. 40:55D-28 (Municipal Land Use Law). At a minimum, in order to establish valid zoning and land development standards, the Master Plan must contain the following:

- 1) A statement of the objectives, principles, assumptions, policies and standards upon which the constituent proposals for the physical, economic and social development of the municipality are based.
- 2) ~~A land use plan element (a) taking into account and stating its relationship to the statement provided for in paragraph (1) hereof, and other master plan elements and natural conditions, including, but not necessarily limited to, topography, soil conditions, water supply, drainage, flood plain areas, marshes, and woodlands; (b) showing the existing and proposed location, extent and intensity of development of land to be used in the future for varying types of residential, commercial, industrial, agricultural, recreational, educational and other public and private purposes or combination of purposes; and stating the relationship thereof to the existing and any proposed plan and zoning ordinance; and (c) showing the existing and proposed location of any airports and the boundaries of any airport safety zones delineated pursuant to the "Air Safety and Zoning Act of 1983," P.L. 1983, c. 260 (C. 6:1-80 et seq.); and (d) including a statement of the standards of population density and development intensity recommended for the municipality.~~
- 3) A housing plan element pursuant to section 10 of P.L. 1985, c. 222 (C. 52:27D-310), including, but not limited to, residential standards and proposals for the construction and improvement of housing.

We would like the Master Plan to also contain a specific policy statement indicating the relationship of the proposed development of the municipality, as developed in the master plan to (1) the master plans of contiguous municipalities, (2) the master plan of the county in which the municipality is located, (3) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," sections 1 through 12 of P.L. 1985, c. 398 (C. 52:18A-196 et seq.) and (4) the district solid waste management plan required pursuant to the provisions of the "Solid Waste Management Act," P.L. 1970, c. 39 (C. 13:1E-1 et seq.) of the county where the municipality is located. Various other elements for include the circulation element, utility service plan element, community facilities

plan element, recreation plan element, conservation plan element, economic plan element, historic preservation plan element and recycling plan element.

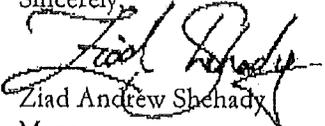
A Re-examination Report is a review of previously adopted Master Plans, amendments and local development regulations to determine whether the ideas and policy guidelines set forth therein are still applicable. Five specific topics are to be considered in the Re-examination Report. These are:

- 40:55D-89a. the major problems and objectives relating to land development in the municipality at the time of the adoption of the last re-examination report.
- 40:55D-89b. the extent to which such problems and objectives have been reduced or have increased subsequent to such date.
- 40:55D-89c. the extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the Master Plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition and recycling of designated recyclable materials, and changes in state, county and municipal policies and objectives.
- 40:55D-89d. the specific changes recommended for the Master Plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.
- 40:55D-89e. the recommendations of the Planning Board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law,"¹² P.L.1992, c.79 (C.40A:12A-1 et al.) into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

3. Necessity and Cost of Study

~~We are requesting the Authority's assistance in this Master Plan Re-Examination due to the lack of in-house expertise and the lack of available funding to undertake this critical task. The Master Plan Re-Examination, Traffic Study and Sustainability Element is essential Springfield's vision for the next 10 years and beyond. The estimate cost of the Re-Examination is \$60,000.~~

I hope this information meets with your approval. The Township and I appreciate the Port Authority's willingness to help us advance our local economic development needs. Should you require additional information, please do not hesitate to contact me.

Sincerely,

Ziad Andrew Shehady
Mayor



City of Perth Amboy

Wilda Diaz, Mayor

November 15, 2010

Bill Baroni
Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003

Dear Mr. Baroni:

This is an exciting time in the City of Perth Amboy. We have recently completed numerous multi-million dollar redevelopment projects and are on the verge of recognizing new opportunities. We are seeking your assistance with the development and market analysis for a specific area of the City, namely East Redevelopment Area 2.

To provide a background, this area is located on the eastern boundary of the city, along the Arthur Kill. Designated as the Landings at Harborside Redevelopment Project in June of 2000, the site encompasses approximately 50 acres along the waterfront, with beautiful views and deep water access. The original redevelopment plans for the area included approximately:

- 200 Georgetown Brownstone townhomes;
- 1600 Low Rise Residential Units;
- 300 Mid-Rise Residential and Terrace Homes with Mix of commercial/retail;
- A 300 room hotel with catering;
- 150,000 square feet retail (including international market);
- 3 Parks;
- Cultural Arts Center;
- a Public Marina; and
- Continuation of the City's Waterfront Promenade.

Since the original designation as Landings at Harborside, the redevelopment plans have seen a number of revisions to the design. Two midrise mixed-use buildings (the Admiral and the Bayview) have been constructed and the waterfront bulk heading has been started. However, due to the turn in the economy, environmental hurdles and permitting concerns the project has stalled. Future proposed plans for the site include mixed-use residential/retail and recreational (public marina, waterfront promenade). As a result, we are currently in the process of re-evaluating the future of the redevelopment of the site and are in need of a formal Market Study and Design Analysis.

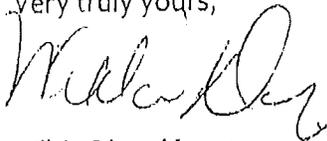
Bill Baroni
November 16, 2010
Page 2

In summary, we are requesting your financial support in the amount of \$70,000.00 in order to engage professional consulting services that will assist the city with the Market Study and Design Analysis. We also invite you to participate in this process as we view you as an Important stakeholder in Perth Amboy's future.

While Perth Amboy is a community of great needs, we are also a community with substantial undeveloped assets. A moderate investment such as this will provide the impetus we need for an economic turnaround in East Redevelopment Area 2.

If you have any questions please contact Helga van Eckert at (732) 826-0290 ext 4014

Very truly yours,

A handwritten signature in black ink, appearing to read "Wilda Diaz", written in a cursive style.

Wilda Diaz, Mayor

cc: Terriann Moore-Abrams, Esq.
Helga van Eckert



Township of Woodbridge

John E. McCormac, CPA, Mayor

Office of the Mayor
John E. McCormac, CPA, Mayor
One Main Street • Woodbridge, New Jersey 07095
Tel: (732) 602-6015 • Fax: (732) 602-6016
Email: wbmayor@twp.woodbridge.nj.us



Woodbridge - Ten Towns, One Community

Hon. Bill Baroni, Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003

May 16, 2011

Dear Mr. Baroni,

Woodbridge, New Jersey is situated at the confluence of numerous water, rail and roadway links. With 20% of its land area devoted to ongoing transportation, warehouse and manufacturing operations, Woodbridge Township is a major commercial hub in a central geographic location within the Port Authority region.

We wish to prepare architectural plans for the planning and design of the **Pennval Road Green Technology Incubator Park** situated on a redeveloping brownfield site in Woodbridge Township. The Park will house a business incubator, a job training center, research and development facilities and green energy manufacturing and wholesale elements.

We request a **Local Assistance Program grant of \$75,000** to go toward paying the cost of creating architectural plans for the Park, which we anticipate to be \$75,000; the balance of project cost will be paid from our municipal budget.

The Park will promote new, focused business activity and job creation fostering the development of a clean energy/technology business cluster in Woodbridge Township. It will serve as a model for communities across the nation interested in attracting new green technology businesses and creating green technology jobs.

Your help would be greatly appreciated. Please call if you have any questions.

Sincerely,

John E. McCormac, Mayor
Woodbridge Township



DEPARTMENT OF MUNICIPAL SERVICES
DIVISION OF PLANNING AND ZONING

City of Bayonne

630 AVENUE C • BAYONNE, NJ 07002-3898
TEL. (201) 436-5088 • FAX (201) 858-6185



MARK SMITH
MAYOR

JOHN D. FUSSA, P.P.
CITY PLANNER

December 5, 2011

Terriann Moore-Abrams, Esq.
Assistant Director - Economic Development Programs and Planning
Port Authority of New York and New Jersey
225 Park Avenue South - 19th Floor
New York, N.Y. 10003

**Re: *City of Bayonne's Application to the Port Authority Local Assistance Program,
Broadway Redevelopment Project***

Dear Ms. Moore-Abrams:

I am writing to thank you for your continued interest in the City of Bayonne and to follow-up on our recent conversation about Bayonne's application to the Port Authority of New York and New Jersey's ("the PA's") Local Assistance Program for our Broadway Redevelopment Project. As requested, I spoke with Gretchen Minneman of the Real Estate Services Department last week about the Program and Bayonne's Project. This letter shall confirm that the City is seeking PA assistance for a planning project involving the preparation of a redevelopment study and redevelopment plan to address conditions of blight in the Broadway Central Business District (CBD) and promote the development of a mixed-use transit village in the 22nd Street Station area at a radius of up to ½-mile.

The aforementioned study and plan must comply with the N.J. Local Redevelopment and Housing Law and should be prepared by a qualified firm having appropriately licensed professionals as well as experience in redevelopment planning within the State of New Jersey. The proposed scope of work is substantial and involves field work, research, mapping, public participation, graphics production and some analysis of market conditions or understanding of economic factors necessary for implementation. The primary deliverables are the redevelopment study, also known as the investigation, redevelopment plan and executive summary that may be used for marketing/implementation purposes. Bayonne intends to apply to the N.J. Department of Transportation for designation as a Transit Village community once the Broadway Redevelopment Project is completed and negotiate with developers as well as property owners to effectuate the redevelopment plan in phases.

Gretchen also asked me to address the budget for the Broadway Redevelopment Project and I must confirm that it remains in the vicinity of \$75,000 to \$80,000 as indicated in my letter of July 8, 2011 to you. The projected budget is based upon the substantial work effort required to prepare redevelopment studies and plans under State law, the geographic scope of the project encompassing a 1/2-mile radius around 22nd Street Station and the detailed planning work necessary to create a comprehensive redevelopment plan for a blighted CBD. I have attached a copy of the Request for Proposals (RFP's) that the City issued in 2010 for a different redevelopment project that was done by Clarke Caton Hintz to illustrate the proposed scope of work, deliverables and approach.

At present, the City does not have any resources available for a local funding match but we can provide in-kind staff services through my office to the extent they are necessary. We will also continue to seek grants from foundations and other organizations in support of the Project although none are available at present. I trust this information is helpful and please feel free to contact me if you have any questions or require additional information. Thank you for your continued support of Bayonne's application to the PA Local Assistance Program and I look forward to working with you and your staff on the Broadway Redevelopment Project in 2012.

Very truly yours,

John D. Fussa, P.P.
City Planner

/jf

Enclosure

cc: Honorable Mark Smith, Mayor
Stephen Gallo, Business Administrator/Chief-of-Staff
Gretchen Minneman; PANYNJ – Real Estate Services Department



REQUEST FOR PROPOSALS

Scattered Site Redevelopment Project – Phase 2

City of Bayonne, Hudson County, N.J.

Request for Proposals

The City of Bayonne is requesting proposals for professional planning services from qualified firms for phase two (2) of its scattered site redevelopment project (SSRP). The purpose of the SSRP is to promote the removal of blight, clean-up of contaminated brownfields and redevelopment of underutilized in-fill sites that are located throughout Bayonne. The City completed the initial SSRP in January, 2006 and is currently implementing the adopted redevelopment plan for more than 30 sites. Bayonne intends to capitalize upon the success of the initial SSRP and apply the redevelopment process to additional sites that may meet for statutory criteria for designation as an area(s) in need of redevelopment and prepare redevelopment plans for each site. The City will sponsor phase two (2) of the SSRP through the Division of Planning and Zoning in coordination with the Division of Community Development and the Bayonne Urban Enterprise Zone (BUEZ). Respondents shall possess a current professional planning license from the State of New Jersey, have experience with projects utilizing the New Jersey Local Redevelopment and Housing Law and be familiar with the City of Bayonne.

Introduction/Overview

The City of Bayonne is an older and fully developed urban municipality located in southern Hudson County on Upper New York Bay, Newark Bay and the Kill Van Kull. Bayonne is experiencing substantial growth after many years of relative stagnation as evidenced by the number of residential building permits issued over the past 10 years, commercial and industrial development projects that are underway and substantial infrastructure investment. The City anticipates an increase in development activity during the next several years as large-scale redevelopment projects including those at the Peninsula at Bayonne Harbor (MOTBY), Texaco and Route 440 Corridor are implemented.

There are, however, additional sites located throughout Bayonne that warrant further study under the Local Redevelopment and Housing Law because their current condition has a potentially deleterious impact upon adjacent

properties, surrounding neighborhoods and the City at-large. Phase two (2) of the SSRP will address this problem by identifying targeted sites, determining whether they meet statutory criteria for redevelopment designation and providing a plan for redevelopment implementation. Particular attention will be given to those properties that have economic development potential, brownfield site contamination and/or represent a long-term blight or nuisance problem.

Project Location

The project area for phase two (2) of the scattered site redevelopment project encompasses the City of Bayonne. It is anticipated that a maximum of 25 sites will be selected for inclusion in this phase of the project. A map of the City of Bayonne is attached for review.

Description of Project

The scattered site redevelopment project is intended as a comprehensive study and planning effort with an expedited schedule from project kick-off to project completion. The following is a summary description of the project:

1. **Purpose:** The scattered site redevelopment project has several purposes, foremost among them is to redevelop vacant, underutilized and/or economically stagnant properties with productive new uses as part of Bayonne's comprehensive economic development strategy. Other project purposes include remediation of brownfield sites, elimination of nuisance impacts and neighborhood stabilization/revitalization. The scattered site redevelopment project is a collaborative effort of the City of Bayonne and BUEZ with the City serving as the lead agency.
2. **Work Elements:** The scattered site redevelopment project consists of the following elements:
 - A. *Site List:* Development of a site list in consultation with the City and BUEZ. The list shall include a maximum of 25 sites with the potential for some sites to consist of multiple tax lots.
 - B. *Redevelopment Study:* Preparation of the required investigation and study pursuant to the New Jersey Local Redevelopment and Housing Law. Said study shall identify the sites investigated, list relevant statutory criteria, document existing conditions, provide necessary planning analysis and incorporate conclusions. The study shall also include other required supporting information including maps, photographs and property information. Each site shall be studied individually and a conclusion made as to compliance with statutory criteria to ensure the integrity of the document. The entirety of the City has been designated an area in need of rehabilitation under the Local Redevelopment and Housing Law and this designation may be utilized for those sites which do not meet the criteria for designation as an area in need of redevelopment.
 - C. *Redevelopment Plan:* Preparation of the required redevelopment plan pursuant to the New Jersey Local Redevelopment and Housing Law. Said plan shall supercede the City zoning ordinance where appropriate

and incorporate use, bulk, design, site plan and other development controls as needed. The plan shall incorporate photographs, maps, drawings and other graphics to ensure readability and for use by the City and BUEZ in marketing/promotional activities.

D. *Redevelopment Map*: Preparation of a redevelopment map indicating the location of designated sites keyed to a summary list containing property information such as street address, lot/block, lot area, zoning, etc..... Said map shall be included in the redevelopment plan and provided in wide format for use by the City and BUEZ in marketing/promotional activities.

E. *Public Hearing(s)*: Presentation of the redevelopment study and redevelopment plan at the required Planning Board and City Council public hearing(s). Said study and plan shall be presented together at the required public hearing(s) to coordinate review and facilitate completion of the project.

F. *Steering Committee Meetings*: Attendance at a maximum of four (4) meetings with the project steering committee not including the required public hearings. It is anticipated that said meetings will include one (1) kick-off meeting, two (2) progress meetings and one (1) final or wrap-up meeting prior to public hearing(s).

3. **Geographic Scope**: The scattered site redevelopment project will address sites throughout the City of Bayonne and is not limited to one (1) particular area, district or neighborhood.

4. **Available Information**: Existing public information necessary for the scattered site redevelopment project shall be made available to the consultant including but not limited to property assessment records, tax maps, violations, aerial photography and the City zoning ordinance. The consultant may be required to obtain other information necessary for completion of the project including but not limited to property inspection and environmental records.

5. **Proposed Schedule**: The scattered site redevelopment project is intended to be a short-term effort with an expedited schedule so that implementation may begin by the end of 2011. The schedule is as follows:

A. December, 2010: Close of RFP response period and selection of consultant(s).

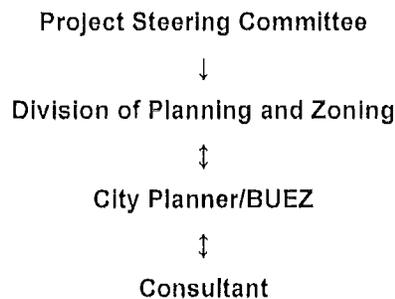
B. January, 2011: City Council award of contract to selected consultant(s). Kick-off meeting with steering committee and project start.

C. April, 2011: First progress meeting with steering committee.

D. June, 2011: Second progress meeting with steering committee. Delivery of draft redevelopment study and plans for selected sites.

- E. August, 2011: Third progress meeting and delivery of final redevelopment study and plans for all sites.
- F. September, 2011: Planning Board public hearing(s) on redevelopment study and plans.
- G. October, 2011: City Council action on resolution for redevelopment study. Council introduction of ordinance adopting redevelopment plan.
- H. November, 2011: City Council second reading and public hearing on ordinance adopting redevelopment plan.
- I. December, 2011: Fourth progress meeting and completion of final revisions to redevelopment study and plan based upon public hearing comments. Project completion and close-out.

6. **Project Administration:** The scattered site redevelopment project is sponsored by the City and BUEZ and will require that the consultant work with the Division of Planning and Zoning, BUEZ Coordinator and project steering committee. The City Planner shall serve as the project manager in consultation with the BUEZ and the steering committee providing general oversight, technical assistance and policy guidance. The organizational chart is shown below:



Description of Services Required

The City of Bayonne and BUEZ require the following professional planning services for the scattered site redevelopment project:

1. Assistance in the development of a site list to be Investigated including review of a preliminary list prepared by the City and BUEZ. Also, preparation of the required map for City Council action to initiate the study.
2. Preparation of a redevelopment study constituting the required investigation under the New Jersey Redevelopment and Housing Law. Said study shall provide analysis and conclusions for each site to ensure the integrity of the project in the event that one (1) or more sites fails to meet the statutory criteria, is successfully challenged or must be severed.

3. Preparation of a redevelopment plan constituting the land use plan, zoning regulations, design standards and map for designated sites that will overlay or supercede the City zoning ordinance. Said plan shall include an action strategy and implementation agenda with supporting information and graphics.
4. Preparation of a redevelopment map indicating the location of designated sites keyed to a summary list containing property information such as street address, lot/block, lot area, zoning, etc..... Said map shall be included in the redevelopment plan and provided in wide format for use by the City and BUEZ in marketing/promotional activities.
5. Attendance and presentation at the required public hearing(s) before the Planning Board and City Council for redevelopment designation and adoption of the redevelopment plan.
6. Attendance at a maximum of four (4) meetings with the project steering committee.
7. Other services necessary for and typically associated with the preparation of a redevelopment study and redevelopment plan including site visits, photographs, research, maps and review of property tax records.

Budget and Contract

The budget for the scattered site redevelopment project shall not exceed \$50,000 to be billed on a monthly basis with invoices indicating major tasks, time and date of activity. The consultant shall enter into a fixed price contract with the City consistent with New Jersey law and standard government procurement practices. Direct expenses related to the project may be billed, however, travel time and indirect expenses are not billable. Said contract shall be subject to the availability and appropriation of sufficient funds pursuant to N.J.S.A. 40A:11-15.

Evaluation Criteria

All proposals shall remain valid and firm as to price for a period of sixty (60) calendar days after the date specified for receipt of proposals. The proposals for the scattered site redevelopment project will be evaluated by the City and BUEZ in accordance with the following scoring criteria, which may be revised at the sole discretion of the City:

1. Technical Approach/Scope of Services
2. Relevant Experience
3. Qualifications of the Firm
4. Knowledge with the Area
5. Presentation/Interview
6. Familiarity with Implementation

7. Cost and Fees

Directions for Submission

The deadline for submission of consultant proposals for the scattered site redevelopment project is Friday, December 17th at 4 PM in the Division of Law, Room 15 of the Bayonne Municipal Building, 630 Avenue C, Bayonne, N.J. 07002. Respondents are required to submit 12 complete and original copies of their proposal for consideration with one (1) digital copy on CD-ROM. Please be advised that incomplete proposals and proposals received after the deadline date may be eliminated from consideration. Please direct all inquiries regarding the project to:

John D. Fussa, P.P.; City Planner

Division of Planning and Zoning

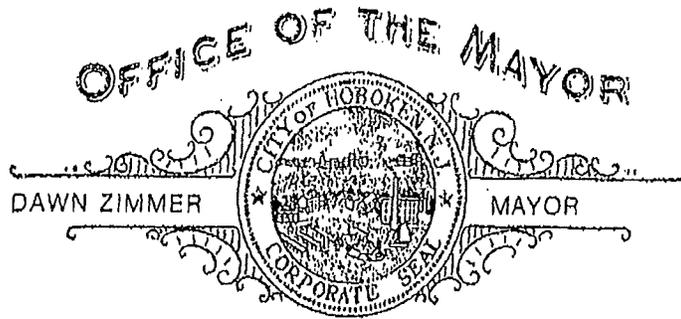
630 Avenue C, Room 13

Bayonne, N.J. 07002

Phone - (201) 858-6075

Fax – (201) 858-6182

E-mail: jfussa@baynj.org



CITY HALL
HOBOKEN, NEW JERSEY

Bill Baroni
Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003

October 4, 2010

Dear Mr. Baroni:

Thank you for your continued interest in the City, and residents, of Hoboken. As one of the state's major gateway's to Manhattan there is no doubt that a positive working relationship with the Port Authority of New York and New Jersey is a vital component to our continued success. It is with this in mind that I respectfully ask for your agency's support in the City conducting the necessary studies to determine the best use of properties located in Hoboken's industrial northern end.

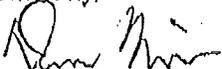
Currently comprised of blocks of surface parking for buses, and some abandoned industrial buildings, this section of the City north of Fourteenth Street truly is Hoboken's last frontier, and an area that will certainly be transformed in the next few decades. As with any other projects currently on the drawing board for Hoboken, it is my intention to make sure that this potential redevelopment is conducted in a manner which is true to the City's Master Plan and my Administration's policies of growing our City in ways which promote open space, increased transportation options, and more functional land-use patterns.

It is our belief that in order for us to make the most informed decision, and chart a course which will be of greatest benefit to our residents, we will have to conduct a preliminary study to determine whether or not this land meets the criteria for an area in need of redevelopment. It is estimated that this study will cost at least \$75,000.

While the need to move forward with these studies is not under question, we continue to make these financial decisions with our residents in mind. As you are aware, just last week we were forced to make the difficult decision to lay off municipal employees, and our utmost commitment is to be responsible stewards of the taxpayer's dollars. The Port Authority's support for this endeavor would be of great benefit to Hoboken and we look forward to your participation.

If you have any questions regarding this request please do not hesitate to contact myself or Brandy Forbes, Community Development Director.

Sincerely,


Mayor Dawn Zimmer
201-420-2013

LOCAL ASSISTANCE PROGRAM: New Jersey Projects 2010 – 2013

Client Municipality	Consultant	Program Description	Year	Total Award	Amount Spent to Date
City of Perth Amboy	Hamilton, Rabinowitz & Advisors	Economic Growth Strategy Plan – Provide real estate, market and economic analysis that will serve as the foundation for effective land use, real estate and economic development policies for the City of Perth Amboy.	2010 – 2011	\$ 82,500	\$ 82,494
City of Hoboken	Clarke, Canton & Hintz	Hoboken North End Redevelopment Study – performance of a redevelopment study to determine whether the North End Redevelopment Study Area within the City of Hoboken qualifies as an area in need of redevelopment pursuant New Jersey's Local Redevelopment and Housing Law.	2010 – 2013	55,000	51,443
City of Newark	Hamilton, Rabinowitz & Advisors	Economic Growth Element of the Master Plan – further strategies outlined in the Master Plan by addressing the following: land development, economic development and job creation opportunities around the airport and sea ports, downtown and commercial development, opportunities involving cultural resources, industrial development, small business development, and new economies, such as green development; provide real estate, market, and economic analysis to provide the foundation for effective land use, real estate, and economic development policies for the City of Newark.	2010 – 2012	100,000	100,000
Newark Museum	Wank Adams Salvin Associates	Ward Carriage House Project – programming and design of art collections storage to begin the design process for construction of a new facility.	2010 – 2011	65,000	65,000
City of Bayonne	Phillips Prells Gryglel	Broadway Redevelopment Project/22nd Street Redevelopment – Investigation study to determine whether the Broadway Redevelopment Area within Bayonne qualifies as an area in need of redevelopment by documenting the physical and economic conditions existing in the Study Area.	2012 – 2013	75,000	55,877
Township of Woodbridge	BJ Planning	Pennval Road Green Technology Development Plan – creation of a Development Plan for the Green Technology Park at Woodbridge including concept design, architectural and design guidelines, energy or sustainability recommendations and a cost analysis based on the final draft design; provide comparative real estate, market, and economic analysis.	2011 – 2012	75,000	72,435
Township of Springfield	Phillips Prells Gryglel	Master Plan Reexamination – The Township's existing Master Plan was prepared in 1997 and the most recent Re-Examination Report was prepared in 2005. The Township has requested that a new Re-Examination Report be completed to comply with the statute requirements set forth in N.J.S.A. 40:55D-89, the State of New Jersey's Municipal Land Use Law (MLUL).	2013	75,000	Award Letter sent in 2013, project on-going



THE PORT AUTHORITY OF NY & NJ

April 10, 2013

Engineering Department

Mathews Nielsen Landscape Architects, PC
120 Broadway, Suite 1040
New York, New York 10271

ATTENTION: Katherine I. Mathews, ASLA, Principal

SUBJECT: Greenwich Street Corridor

REFERENCE: PERFORMANCE OF EXPERT PROFESSIONAL
ARCHITECTURAL LANDSCAPE DESIGN SERVICES AS
REQUESTED ON A "CALL-IN" BASIS DURING 2012
AGREEMENT # 415-12-195 (E-1)
Charge Code No: S83-591.024
PA Purchase Order No: 4900009051

Dear Ms. Mathews:

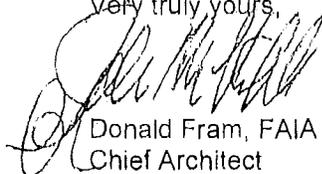
This letter supersedes the authorization originally sent to you, dated April 10, 2013. Note that the verbal authorization date has been corrected. Subject to the terms and conditions of the referenced Agreement between the Port Authority of New York & New Jersey and Mathews Nielsen Landscape Architects, PC, dated November 27, 2012, your fee proposal for the subject project as indicated in your letter, dated December 11, 2012, is hereby approved.

The total compensation for the work outlined therein shall not exceed \$ 129,500.00. The work generally consists of providing design services as outlined in your letter. Verbal approval to start was given on January 2, 2013.

Your attention is directed to Paragraph 3 of the referenced Agreement wherein it is stated that you shall not continue to render services hereunder beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Jack Riffle, 2 Gateway Center, Newark, New Jersey 07102, telephone (973)565-7813, to act as Project Manager.

Very truly yours,



Donald Fram, FAIA
Chief Architect

Cc: Rebecca Karp, I. Angalet, J. Timkee, file

Two Gateway Center
Newark, NJ 07102

**REQUEST FOR PROPOSALS
GREENWICH STREET CORRIDOR LANDSCAPING CONCEPT PLAN
SCOPE OF WORK**

Introduction

The Lower Manhattan Business Improvement District managed by The Alliance for Downtown New York, Inc. ("the Alliance") in partnership with the Port Authority of New York and New Jersey, seeks proposals from the Authority's landscape architects call-in list.

The task shall be to develop a concept plan within the pedestrian corridor of Greenwich Street –South, between Albany Street and Battery Place in keeping with the goals of the Alliance.

History

The Alliance for Downtown New York, Inc. and the Port Authority of New York and New Jersey are neighbors in many areas of Lower Manhattan, such as the WTC site. Street corridors such as Water Street and Greenwich South are key pedestrian arteries connecting our area as well as demonstrating the uniqueness of a place to live, work and visit.

The Alliance has had success re-creating compelling spaces for the thousands of workers, residents and millions of visitors.

The World Trade Center site anticipates adding ten (10) million square feet office space, and (500,000) five hundred thousand square feet of retail space to Lower Manhattan; along with the WTC Memorial and Museum, even more workers, residents and visitors will pour into the "area". The Authority wishes to build on the work of the Alliance by adding a concept plan for Greenwich Street – South that draws on the neighborhood's rich history and its rebirth as one of the dominant centers and exciting round-the-clock central business districts in the world and improving the pedestrian experience along the Greenwich Street corridor.

Scope of Work

The overall goal should be to increase pedestrian connectivity throughout Lower Manhattan between the WTC site and Battery Place along the Greenwich Street corridor in order to respond to the goals of the Alliance and retain its harmony with the rest of the District.

This section of Greenwich Street presently exhibits narrow and disrupted sidewalks and presents challenges to introduce street trees, planters, banners

and hanging baskets, such as have been introduced by the Alliance in other locations, due to existing subway vent shafts, subway portals, underground utilities, street parking, signage and multiple street vehicular movements.

Concepts should reflect on the potential of making this portion of Greenwich Street pedestrian friendly and in harmony with the goals of the Alliance, through investigations related to the following goals:

- A theme responsive yet unique to the past and/or current history within the Greenwich Street District.
- Provide opportunities on Greenwich Street that offer a safe, accessible and pedestrian friendly walkway experience.
- Provide a unique visual environment, including landscaping and site furnishings in harmony with the goals of the Alliance.

Deliverables:

- A plan drawing inventorying the constraints and/or street/sidewalk clutter that limit the pedestrian experience on Greenwich along this route.
- A series of renderings or photos illustrating before and after alternative treatments along Greenwich Street that illustrate a more pedestrian friendly and visually inviting spacial experience. Concepts should include both landscape and hardscape elements.
- A plan map locating the actual site of the individual renderings provided along Greenwich Street – South.
- Alternatives provided should explore both temporary and permanent measures.
- Provide an order of magnitude construction cost estimate for both temporary and permanent measures. Cost estimate shall reflect individual locations selected by the landscape architect as well as the total cost estimate for the entire Greenwich Street South corridor.
- Provide an 11" X 17" report which includes all the items above as well as a list of other disciplines required to create design development drawings.

Schedule:

- Provide 50% review documents within 8 weeks of kick-off meeting.

- Provide 100% review documents within 8 weeks of receipt of comments from the Authority.
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Project Meetings

- At least three project meetings with the Port Authority and the Downtown Alliance (to include a kick-off meeting, one work in progress critique and one final concept presentation)
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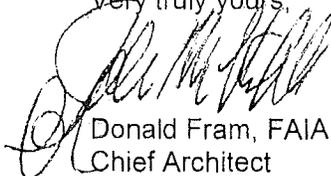
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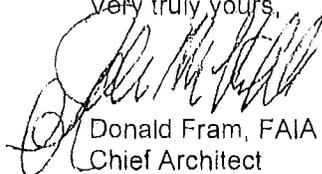
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From: Brandy Forbes <bforbes@hobokennj.org>
To: Moore-Abrams, Terriann
Cc: dzimmer@hobokennj.org <dzimmer@hobokennj.org>; Francois, Michael B.
Sent: Thu Oct 28 11:00:40 2010
Subject: Scope of Work

Terriann,

Attached is the scope of work for proposals. I used our previous template and incorporated the study area boundaries. Please let me know if you have any questions. We appreciate your interest in assisting us in the preparation of the study of an area in need of redevelopment.

Thank you,

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
201-420-2233
bforbes@hobokennj.org

**CITY OF HOBOKEN, NEW JERSEY
REQUEST FOR PROPOSALS
FOR
Hoboken North End Redevelopment Study**

**CITY OF HOBOKEN, NEW JERSEY
REQUEST FOR PROPOSALS
Hoboken North End Redevelopment Study**

INTRODUCTION

Purpose

The City of Hoboken ("City") is a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to 210. Pursuant to Ordinance 20A-1 et seq and Ordinance DR-154, the City seeks Requests for Proposals ("RFP") from individuals or firms licensed by the State of New Jersey as Professional Planners to provide professional planning services for the preparation of the preliminary investigation study and report to determine whether the North End Redevelopment Study Area ("Study Area") within the City of Hoboken qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq ("LRHL"). The Study Area consists of the following blocks that are included in their entirety (i.e., all lots in each block inclusive), unless otherwise specifically noted, as identified on the City Tax Maps:

BLOCKS: 118, 119, 120, 121, 122, 123, 125
127, 128, 129, 130, 131, 133, 134
136 (excluding Lot 6.2)
137, 138, 140, 141

The successful candidate for the subject RFP must have significant experience in urban planning and in redevelopment planning pursuant to the LRHL and must provide the City with planning services including, but not necessarily limited to:

1. Preparation of a preliminary investigation study for the Hoboken Planning Board ("Board") to determine whether or not all or a portion of the property in the Study Area consists of an area in need of redevelopment under the LRHL (a map is attached to this RFP).
2. Attending at least one Planning Board hearing and at least one City Council meeting, and upon the request of the Board Chairman or the Director of Community Development, other meetings and information meetings and/or discussions.

SCOPE OF WORK

INVESTIGATION AND REPORT

The consultant will undertake a redevelopment study and prepare a preliminary investigation report for the Study Area (the "Preliminary Investigation Report" or "Report"). The Report will analyze the Study Area to determine if all or a portion of it meets the statutory criteria as set forth in N.J.S.A. 40A:12A-5 and, therefore, qualifies as an area in need of redevelopment. As part of this analysis, the consultant will prepare a map delineating the boundaries of the proposed redevelopment area and the various parcels located within the Study Area.

CITY OF HOBOKEN, NEW JERSEY
REQUEST FOR PROPOSALS
Hoboken North End Redevelopment Study

The consultant will document the physical and economic conditions existing of the Study Area and review relevant data and information in order to determine whether all or a portion of the Study Area is in need of redevelopment. As part of the preliminary investigation, the consultant will undertake a site visit and field investigation to identify existing conditions and uses in the Study Area. The consultant is responsible for obtaining permission from the property owners to conduct on-site investigations and interior examinations of the buildings and structures as may be necessary. The City will help the consultant when necessary in scheduling such inspections. The consultant should utilize a licensed engineer as needed for purposes of evaluating the physical condition of buildings in the Study Area. Alternatively, the consultant will record on-site conditions as best as practicable from the public rights-of-way and aerial photographs where permission is not granted.

Data and records for the Study Area are to be obtained and reviewed by the consultant. These may include City tax assessment, building, housing, fire, health, crime and property maintenance code enforcement records as applicable; aerial photos and maps including available state and county GIS data; New Jersey Department of Environmental Protection (NJDEP) data on known contaminated sites, and state and national historic registers information. The City will assist where necessary in obtaining these records, background data and information, but it is the responsibility of the consultant to collect and analyze this information.

The following shall be accomplished by the consultant in the investigation and Report:

- Obtain a report for each property of historic maps, aerial photos and databases related to environmental contamination.
- Prepare mapping for each property to present any growing lack of proper utilization leading to an unproductive condition of the land.
- Examine the results of the title search performed by the City's title insurance company of choice and interpret any information that may relate the condition of the title to the unproductive condition of the properties in the Study Area for which the "e" criterion under Section 5 of the LRHL may be applied.
- Coordinate onsite inspection as noted above for the purposes of evaluating the physical conditions of the buildings in the Study Area in order to determine the applicability of the "a" or "d" criteria under Section 5 of the LRHL.
- After all data is collected and analyzed, the consultant shall prepare a report containing the findings of the preliminary investigation. The Preliminary Investigation Report will contain a detailed land use planning analysis of the Study Area. The Report is to include the following:
 - A description of the physical, economic and other relevant conditions within the Study Area, including existing land uses, building and environmental conditions, and site layout.
 - A review of the zoning and master plan designations for the Study Area.
 - An analysis describing how the Study Area meets the statutory criteria.

**CITY OF HOBOKEN, NEW JERSEY
REQUEST FOR PROPOSALS
Hoboken North End Redevelopment Study**

- All relevant documentation, including photographs and maps, to support the conclusion that all or a portion of the Study Area is or is not in need of redevelopment. The Report shall also contain an aerial photograph of the Study Area and other maps and graphics to illustrate and support the planning analysis contained in the Report.

TESTIMONY PREPARATION

Necessary exhibits and PowerPoint presentation shall be provided by the consultant for purposes of providing oral testimony before the Hoboken Planning Board regarding the findings of the Preliminary Investigation Report. The consultant will need to utilize their own computer equipment and projector for such presentation.

DELIVERABLES

The consultant shall provide the City with the following deliverables:

- Preliminary Investigative Report: Twenty-five (25) printed copies & one (1) CD
- PowerPoint Presentation and Presentation Exhibits

MEETINGS

The consultant shall attend the following meetings:

- Up to three (3) meetings with City staff, the first of which to be a project kick-off meeting and the second to review the preliminary findings of the study.
- One (1) public hearing of the Planning Board to present the findings of the Preliminary Investigation Report as part of the public hearing on the proposed redevelopment area designation, providing testimony before the Hoboken Planning Board. These items should include testimony from all of the consultant's necessary professionals (in such case that the consultant needs to utilize a licensed engineer for purposes of evaluating the physical condition of building in the study area). This hearing may take more than one meeting date, as is necessary to collect all testimony and public input.
- One (1) meeting of the City Council to present the recommendations of the Planning Board.

CONTENT OF THE PROPOSAL GUIDELINES

Proposals must contain the following information in approximately the following format.

1. Scope of Work. The general framework for the scope of work has been developed by the City of Hoboken. Respondents should propose on all parts of the scope of work. Respondents are expected to include further detail regarding specific approach and methodologies proposed.
2. Description of Abilities to Meet Timeframe. Describe the firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff). This study shall be completed within 4 to 6 months.

CITY OF HOBOKEN, NEW JERSEY
REQUEST FOR PROPOSALS
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3. Qualifications. Proposals should indicate general qualifications of the respondent(s) in planning. Skills appropriate to the project, as well as specific prior experience and qualifications applicable to this project, should be stated. The firm's familiarity with the City of Hoboken land use and planning will be considered in reviewing qualifications. Threshold qualification requirements include the following:
 - a. Planning individual and/or firm must be licensed professional planner in the State of New Jersey and specialize in municipal land use planning and redevelopment.
 - b. Planning individual and/or firm must have substantial experience in preparation of preliminary investigations for redevelopment pursuant to the LRHL.
 - c. Planning individual and/or firm must demonstrate experience in successfully defending a preliminary investigation where objections are entered into the record and/or case taken to court to contest the validity of the professional findings of the preliminary investigation.

4. Individuals Performing Tasks. The qualifications and experience of the particular individuals who are expected to work on this assignment, as specified in the scope of services; identify and describe in detail examples that demonstrate the qualifications of these individuals relevant to the proposed assignment; indicate in each case the role the individual had in the assignment and whether or not the individual participated in the assignment on behalf of the firm.

5. Past Performance. Document past performance of same and/or similar service. Demonstrate specifically how the firm meets the requirements set forth above—the qualifications and experience of the firm to perform the required services in connection with the scope of work; list and describe in detail examples in which the firm participated which are representative of the qualifications of the firm to undertake the required services contemplated by the scope of work. Please include information about the role the firm had and the nature of the services provided. Include samples of previous work.

6. References. The firm should submit at least three (3) references where the firm performed same or similar service for other municipal entities.

7. Technical Process and Equipment. The firm should provide a description of processes to be used in performing the various tasks presented in the scope of work (i.e., public outreach and participation).

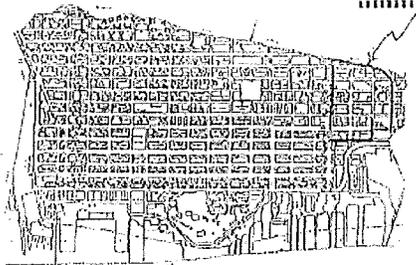
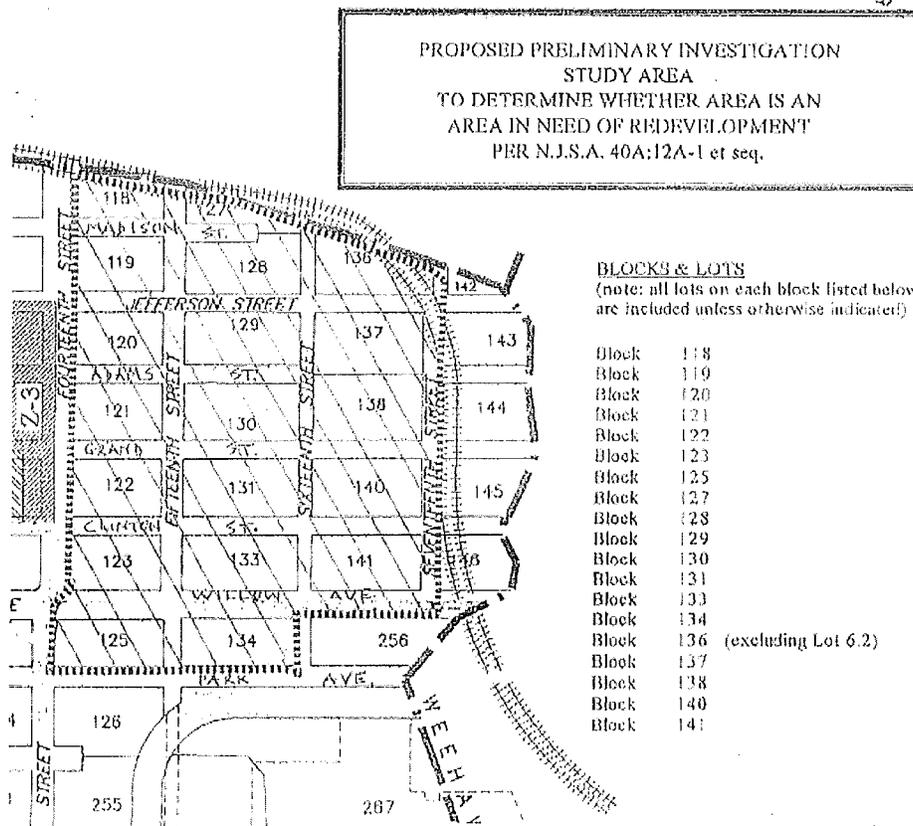
8. Cost Details. The firm should submit the proposed hourly rates for the persons who will be assigned to this engagement, assuming payment will be made on a bi-monthly basis based upon invoices submitted to the Community Development Director for review. The information provided will be taken into

**CITY OF HOBOKEN, NEW JERSEY
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consideration as part of the selection process and will be the basis for negotiating the fees to be paid to the firm selected pursuant to this RFP.

Proposals should indicate the cost of services provided plus a not-to-exceed amount. Also required is an estimate by task of person: hours, equipment, services, and corresponding costs.

STUDY AREA MAP



STUDY AREA DESCRIPTION: The proposed study area boundary runs along the line of Fourteenth St./Fourteenth St. Viaduct starting at Park Avenue, running westerly to its intersection with the city's western boundary, then northerly to a point which is approximately coincidental with the Light Rail Track/Seventeenth St., then easterly until it reaches Willow Avenue, then southerly to Sixteenth Street, then easterly to Park Avenue, then southerly back to Fourteenth St.

From: Minneman, Gretchen
Sent: Monday, November 29, 2010 3:40 PM
To: Brandy A. Forbes (bforbes@hobokennj.org)
Subject: Hoboken North End Study

Brandy,

As discussed, I have attached the RFP letter that outlines the proposal requirements and the Attachment A that is essentially Hoboken's scope of work re-worked to emulate the PA's typical RFP documents. Please review and provide any feedback. I think this is a solution that works for the both the PA and Hoboken. Also please let me know the name of the Planning Board member you would like to serve on the committee in addition to yourself. After this is all finalized, I will have both you and the Board member sign the non-disclosure agreement and provide you with a copy of the authorization memo. I'm very hopeful we can circulate the RFP by tomorrow afternoon to our list.

Thanks for all your cooperation,

Gretchen



Hoboken - RFP REDEVELOPMENT
Letter-11-29-10 ... ONE AA-11-29-10..

Gretchen Minneman, AICP
Senior Urban Planner
Real Estate Services Department

The Port Authority of New York & New Jersey
225 Park Avenue South | Floor 19 | New York, NY 10003
212.435.6588
gminneman@panynj.gov

THE PORT AUTHORITY OF NY & NJ

225 Park Avenue South, 19th Floor
New York, NY 10003

November 29, 2010

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES FOR HOBOKEN NORTH END REDEVELOPMENT STUDY

Ref.: PA Agreement No. DEV-10-**

Dear Sir or Madam:

The Port Authority of New York and New Jersey, hereinafter referred to as the "Authority", seeks Proposals for furnishing the subject services.

I. PROPOSAL REQUIREMENTS:

Proposals will only be considered from entities that can demonstrate compliance with the following requirements:

- A. Planning individual and/or firm must be licensed professional planner(s) in the State of New Jersey.
- B. Planning individual and/or firm must demonstrate experience in successfully defending: a preliminary investigation where objections are entered into the record; and/or a case taken to court to contest the validity of the professional findings of the preliminary investigation into LRHL compliance.

II. PROPOSAL REQUIREMENTS:

To respond to this RFP, submit a concise proposal complying with each of the following basic format criteria:

- A. To be acceptable, proposals shall be of no more than 25 pages (single-sided using 12 point or greater font size) not including resumes. Each resume shall be 2-page maximum, single-sided using 12 point or greater front size.
- B. All proposals must be delivered in sealed envelopes and/or packages. You are requested to submit one (1) reproducible original and four (4) copies, along with four (4) compact disc copies, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposal and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**.

Failure to comply with requirement may lead to delays in agreement award and payments, which shall be the responsibility of the Proposer.

- E. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on Monday, December 13, 2010**. The cover of your submittal must include the RFP title as indicated in the subject above. The Authority assumes no responsibility for delays caused by any delivery services.

Proposals should be addressed to: Ms. Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003

- F. If your proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B, signed by an officer of your company.
- B. Each Proposer shall submit a transmittal letter on its letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements" listed above.
- C. In addition to resumes, clearly identify the qualifications and experience of all technical staff proposed by you to perform the contemplated services, including subconsultants, if any. Demonstrate the qualifications of these individuals relevant to the proposed assignment. In each case indicate the role the individual had in the assignment, and the employer of said individual at the time such services were performed.

Proposed staff, and/or subconsultants, shall include licensed professional engineers, a title company and assigned staff, or others, as required.

- D. Identify the experience of your firm in providing services similar to those contemplated herein. Identify at least three (3) references where the firm performed comparable services for other municipal entities. References may include owners. Provide contact information (for verification purposes), and indicate whether said project(s) were completed on schedule and within budget. Identify the role the firm had, the nature of the services provided, and samples of previous work products.
- E. An estimated cost and staffing analysis for the performance of each task listed in Attachment A. The staffing analysis should give a detailed breakdown identifying assigned staff (including subconsultants), staff position title, hours of work per person/per task and actual hourly pay rate, multiplier and billing rates on a task-by task basis.

Indicate billing rates for partners or principals and name(s), title(s) and actual hourly pay rate(s) for all other billable employees.

An itemized estimate of out-of-pocket expenses.

The terms and conditions for the compensation of intended subconsultant(s) (including their multipliers, if applicable) and the estimated number of hours of subconsultant services. Include a breakdown of costs for each Task as defined in Attachment A.

- F. A detailed description of the proposed technical approach, and schedule for performance of the contemplated services. Your schedule shall provide for completion of all of the consultants services within 4 to 6 months. Your technical approach shall address each task as stated in Attachment A. Your technical approach and schedule should demonstrate your firm's ability to provide the services in a timely fashion. Provide a complete discussion of all technical issues involved in performance of each task as required to demonstrate to the Authority the ability of your firm to address specific technical areas of the required services. Include any tasks that may be required but that have not been defined in Attachment A.
- G. The Consultant's proposed Management Approach to performance of the required services. For the purposes of this RFP, Management Approach shall identify your approach to keeping the client apprised of the project status, and to ensuring the quality/accuracy of the work product.
- H. 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 which the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.

IV. SELECTION PROCESS:

The qualifications based selection shall take into consideration the following technical qualifications, and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified to perform the required services. Such negotiations shall be conducted between the Authority's contact-person as identified herein, or the undersigned, and the individual contact-person identified by your firm.

- A. The qualifications and experience of the proposed staff, including sub-consultants who will be performing services hereunder;
- B. The qualifications and experience of the firm;
- C. Proposed technical approach;
- D. Management approach.

IV. ADDITIONAL INFORMATION:

The names of all firms submitting a proposal in response to this RFP, will be disclosed publicly, as part of a published public announcement identifying responders to this RFP.

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 www.panynj.gov.

Should you have any questions, please e-mail them to Ms. Gretchen Minneman at gminneman@panynj.gov. All questions must be received at least five (5) working days prior to the proposal due date. Neither Ms. Minneman nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the Manager, Professional, Technical and Advisory Services Division, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

Sincerely yours,

Gretchen Minneman,
Real Estate Services Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES HOBOKEN NORTH END REDEVELOPMENT STUDY

I. BACKGROUND

The Port Authority of New York and New Jersey (“Authority”) as part of its Local Assistance Program is working with the City of Hoboken (“City”), a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to 210, seeks professional planning services for the preparation of a preliminary investigation study and report as required to determine whether the North End Redevelopment Study Area (“Study Area”) within the City qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq (“LRHL”). The Study Area consists of the following blocks that are included in their entirety (i.e., all lots in each block inclusive), unless otherwise specifically noted herein, as identified on the City Tax Maps:

Blocks: 118, 119, 120, 121, 122, 123, 125, 127, 128, 129, 130, 131, 133, 134, 136 (excluding Lot 6.2), 137, 138, 140, and 141

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing an urban and redevelopment planning study, and preparing draft and final reports documenting its findings, as required to determine whether the Study Area within the City, as defined above, qualifies as an area in need of redevelopment pursuant to the LRHL. This shall include documenting the physical and economic conditions existing in the Study Area and reviewing relevant data and information in order to determine whether all or a portion of the Study Area is in need of redevelopment.

III. DESCRIPTION OF CONSULTANT’S TASKS

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

TASK A. KICK-OFF MEETING

Meet with Authority staff and others, as required to review the requirements of the following tasks, and the schedule for performance thereof.

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TASK B. DOCUMENT/DATA REVIEW

1. Access and review data and other public records of the Study Area, including report(s) for each property, as well as databases related to environmental contamination, as provided or otherwise available as determined by the Consultant, and approved by the Authority. These may include City tax assessment, building, housing, fire, health, crime and property maintenance code enforcement records; aerial photos and maps including available state and county GIS data; New Jersey Department of Environmental Protection data on known contaminated sites, and state and national historic registers information, all as appropriate. Prior to performance of the review, compile a list of available

documents. Upon approval of the list by the Authority, proceed with performance of said review.

2. Perform a title search of each of the properties within the study area. Examine the results of the title search and interpret any information that may relate the condition of the title to the unproductive condition of the properties in the Study Area for which the “e” criterion under Section 5 of the LRHL may be applied.

TASK C. FIELD VERIFICATION AND DRAFT INVESTIGATION REPORT

1. Undertake a site visit and field investigation of the Study Area as required to identify existing conditions and uses. Prior to the performance of this task, provide a schedule for, and list of anticipated contacts to be made in performance of the investigation. Upon approval of the list and schedule by the Authority, the Consultant shall:
 - a. coordinate onsite inspection for the purposes of evaluating the physical conditions of the buildings in the Study Area as required to determine the applicability of the “a” or “d” criteria under Section 5 of the LRHL;
 - b. obtain permission from the property owners to conduct on-site investigation and interior examination of the buildings and structures in the Study Area, as required and as appropriate to evaluate the physical condition of said buildings and structures;
 - c. for those properties that are not accessible, and as approved by the Authority in advance, evaluate the physical condition of the buildings and structures in the Study Area, and record on-site conditions observed from public right-of-ways, and by using available aerial photographs, if any.
 - d. Upon completion of field services, meet with Authority staff, and others as approved by the Authority, and submit a Draft Field Investigation Report documenting field services performed, and your findings therefrom.
 - e. Incorporate Authority comments to the Draft Field Investigation Report as required.

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TASK D. PRELIMINARY INVESTIGATION REPORT

1. Prepare a draft Preliminary Investigation Report (PIR) documenting your findings in performance of the forgoing tasks. The Report shall incorporate the Final Field Investigation Report, and document your assessment of the Study Area, as required to determine if all, or a portion, of the area meets the statutory criteria as set forth in N.J.S.A. 40A:12A-5, therefore qualifying as an area in need of redevelopment. The report shall also include, but not be limited to:
 - a) A description of the physical, economic and other relevant conditions within the Study Area, including existing land uses, building and environmental conditions, and site layout.
 - b) A review of the zoning and master plan designations for the Study Area.
 - c) An analysis describing how the Study Area meets the statutory criteria.
 - d) All relevant documentation, including photographs and maps, to support the conclusion that all or a portion of the Study Area is or is not in need of redevelopment.

- e) An aerial photograph of the Study Area and other maps and graphics to illustrate and support the planning analysis contained in the Report.
2. Upon completion of the Consultant's assessment, and as appropriate, prepare a map delineating the boundaries of the proposed redevelopment area identifying the various parcels located within the Study Area. For each property, identify any lack of proper utilization leading to an unproductive condition of the land.
3. Present the PIR to Authority staff, and others, as approved by the Authority.
4. Incorporate Authority comments as required.

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TASK E. PROVIDE TESTIMONY

Based upon the approved Preliminary Investigation Report, prepare necessary exhibits, and a presentation (PowerPoint) for purposes of providing oral testimony before the Hoboken Planning Board regarding the findings of the Preliminary Investigation Report. The Consultant shall provide the services of other technical experts (e.g. Licensed Professional Engineer) as required to establish the physical condition of buildings in the Study Area. (This hearing may take more than one meeting date, as is necessary to collect all testimony and public input.) The Consultant shall utilize its own computer equipment and projector for such presentation(s)/testimony.

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Meet with Authority staff, and others, as required to review all presentation material prior to providing testimony. Incorporate Authority changes, as required.

TASK F. MEET WITH CITY COUNCIL

Meet with the City Council to present the recommendations of the Planning Board, as required.

III. SCHEDULE OF SUBMISSIONS

Submit the following, within the number of days stipulated, after receipt by you of authorization from the Authority to proceed with performance of the subject services:

- A. Submit the Draft Field Verification and Draft Investigation Report, required under Task C, above, within *** calendar days.
- B. Submit twenty-five (25) printed copies and one (1) CD copy of the Preliminary Investigative Report, after incorporation of Authority comments.
- C. Submit a copy of each of the Presentation and Presentation Exhibits, after incorporation of Authority comments.

IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information certain documents specified below. The documents specified below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to

be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

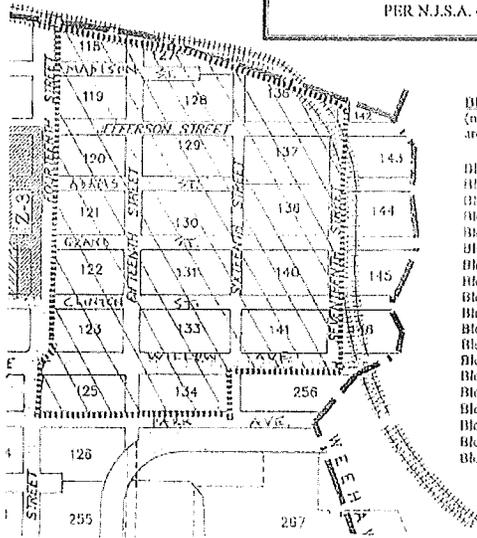
1. Exhibit I - Study Area Map

* * *

EXHIBIT I

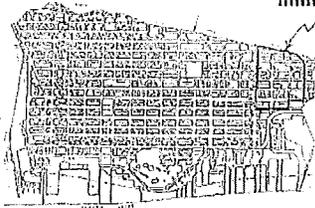
STUDY AREA MAP

PROPOSED PRELIMINARY INVESTIGATION
STUDY AREA
TO DETERMINE WHETHER AREA IS AN
AREA IN NEED OF REDEVELOPMENT
PER N.J.S.A. 40A:12A-1 et seq.



BLOCKS & LOTS
(note: all lots on each block listed below
are included unless otherwise indicated)

- Block 118
- Block 119
- Block 120
- Block 121
- Block 122
- Block 123
- Block 125
- Block 127
- Block 128
- Block 129
- Block 130
- Block 131
- Block 133
- Block 134
- Block 136 (excluding Lot 6.2)
- Block 137
- Block 138
- Block 140
- Block 141



STUDY AREA DESCRIPTION: The proposed study area boundary runs along the line of Fourteenth St./Fourteenth St. Viaduct starting at Park Avenue, running westerly to its intersection with the city's western boundary, then northerly to a point which is approximately coincidental with the Light Rail Track/Seventeenth St., then easterly until it reaches Willow Avenue, then southerly to Sixteenth Street, then easterly to Park Avenue, then southerly back to Fourteenth St.

From: Minneman, Gretchen
Sent: Friday, February 04, 2011 1:43 PM
To: 'msullivan@cchnj.com'
Cc: Brandy A. Forbes (bforbes@hobokennj.org)
Subject: Hoboken North End Redevelopment Study

Michael,

I am pleased to notify you that Clarke Caton Hintz has been selected to perform the North End Redevelopment Study for the City of Hoboken. Attached is a copy of the award letter, with a hard copy to follow via mail.

It is anticipated that either myself or someone from the City of Hoboken will contact you within the next few days to schedule a kick-off meeting.

I look forward to working with you and the City of Hoboken.

Regards,

Gretchen



Hoboken LAP
Award Memo.pdf

Gretchen Minneman, AICP
Real Estate Services Department

The Port Authority of New York & New Jersey
225 Park Avenue South | Floor 19 | New York, NY 10003
212.435.6588
gminneman@panynj.gov



THE PORT AUTHORITY OF NY & NJ

February 4, 2011

Michael Sullivan, ASLA, LLA, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Dear Mr. Sullivan:

This is to confirm that the Port Authority wishes to employ the Services of Clarke Caton Hintz for the Hoboken North End Redevelopment Study, per your proposal of January 18, 2011. You will perform this work under the terms of Clarke Caton Hintz's contract with the Port Authority, #DEV-10-046, for Professional Planning Services on a Call-in Basis.

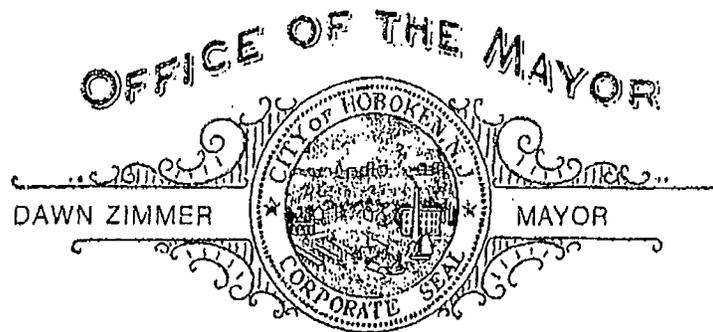
The City of Hoboken and I look forward to working with you on this very important project.

Regards,

Gretchen Minneman

CC: B. Forbes, Community Development Director, City of Hoboken

*Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
NY, NY 10003
T: 212-435-6588
gminneman@panynj.gov*



CITY HALL
HOBOKEN, NEW JERSEY

Bill Baroni
Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003

October 4, 2010

Dear Mr. Baroni:

Thank you for your continued interest in the City, and residents, of Hoboken. As one of the state's major gateway's to Manhattan there is no doubt that a positive working relationship with the Port Authority of New York and New Jersey is a vital component to our continued success. It is with this in mind that I respectfully ask for your agency's support in the City conducting the necessary studies to determine the best use of properties located in Hoboken's industrial northern end.

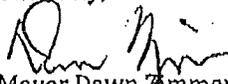
Currently comprised of blocks of surface parking for buses, and some abandoned industrial buildings, this section of the City north of Fourteenth Street truly is Hoboken's last frontier, and an area that will certainly be transformed in the next few decades. As with any other projects currently on the drawing board for Hoboken, it is my intention to make sure that this potential redevelopment is conducted in a manner which is true to the City's Master Plan and my Administration's policies of growing our City in ways which promote open space, increased transportation options, and more functional land-use patterns.

It is our belief that in order for us to make the most informed decision, and chart a course which will be of greatest benefit to our residents, we will have to conduct a preliminary study to determine whether or not this land meets the criteria for an area in need of redevelopment. It is estimated that this study will cost at least \$75,000.

While the need to move forward with these studies is not under question, we continue to make these financial decisions with our residents in mind. As you are aware, just last week we were forced to make the difficult decision to lay off municipal employees, and our utmost commitment is to be responsible stewards of the taxpayer's dollars. The Port Authority's support for this endeavor would be of great benefit to Hoboken and we look forward to your participation.

If you have any questions regarding this request please do not hesitate to contact myself or Brandy Forbes, Community Development Director.

Sincerely,


Mayor Dawn Zimmer
201-420-2013

THE PORT AUTHORITY OF NY & NJ

Francis A. DiMola
Director, Real Estate Services Department

December 28, 2010

Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Mayor Zimmer:

I am writing in response to your October 4, 2010, letter to Deputy Executive Director Bill Baroni requesting the Port Authority of New York and New Jersey's support in conducting a study of properties located in the City of Hoboken's industrial northern end. The Port Authority is pleased to offer our support for this project.

Port Authority's Real Estate Services Department will utilize our Urban Planning list of Call-in Consultants for performance of a Redevelopment Study for the North End of the City of Hoboken. The services of the Consultant shall consist of providing professional planning services as required for the performance of the study to determine whether the North End Redevelopment Study Area qualifies as an area in need of redevelopment pursuant New Jersey's Local Redevelopment and Housing Law. Upon completion of the Study, the Consultant shall be required to present, and provide a draft written report documenting the Study findings. The Consultant shall provide testimony before the City of Hoboken Planning Board, as required.

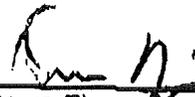
The task order will not exceed \$75,000.

Upon your concurrence of this letter, the Port Authority will issue the Request for Proposals to our Urban Planning call-in list.

Regards,



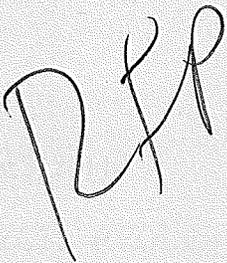
Francis A. DiMola
Director, Real Estate Services Department

Concur: 
Dawn Zimmer
Mayor, City of Hoboken

cc: Michael Ambrosio
Bill Baroni
Michael Francols
Brandy Forbes
Terriann Moore-Abrams

THE PORT AUTHORITY OF NY & NJ

225 Park Avenue South, 19th Floor
New York, NY 10003



**PROPOSALS FOR THE PERFORMANCE OF EXPERT
URBAN PLANNING SERVICES FOR HOBOKEN
DEVELOPMENT STUDY**

of New York and New Jersey, hereinafter referred to as the "Authority",
solicits proposals for furnishing the subject services.

I. PROPOSAL REQUIREMENTS:

Proposals will only be considered from entities that can demonstrate compliance with the following requirements:

- A. Planning individual and/or firm must be licensed professional planner(s) in the State of New Jersey.
- B. Planning individual and/or firm must demonstrate experience in successfully defending: a preliminary investigation where objections are entered into the record; and/or a case taken to court to contest the validity of the professional findings of the preliminary investigation into LRHL compliance.

II. PROPOSAL REQUIREMENTS:

To respond to this RFP, submit a concise proposal complying with each of the following basic format criteria:

- A. To be acceptable, proposals shall be of no more than 25 pages (single-sided using 12 point or greater font size) not including resumes. Each resume shall be 2-page maximum, single-sided using 12 point or greater front size.
- B. All proposals must be delivered in sealed envelopes and/or packages. You are requested to submit four (4) copies and one (1) compact disc copy, of your Proposal for review.
- C. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with requirement may lead to delays in agreement award and payments, which shall be the responsibility of the Proposer.
- D. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on Tuesday, January 18, 2011.**

**Proposals should be addressed to: Ms. Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003**

- E. If your proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. Each Proposer shall submit a transmittal letter on its letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements" listed above.
- B. In addition to resumes, clearly identify the qualifications and experience of all technical staff proposed by you to perform the contemplated services, including subconsultants, if any. Demonstrate the qualifications of these individuals relevant to the proposed assignment. In each case indicate the role the individual had in the assignment, and the employer of said individual at the time such services were performed.
- C. Identify the experience of your firm in providing services similar to those contemplated herein. Identify at least three (3) references where the firm performed comparable services for other municipal entities. References may include owners. Provide contact information (for verification purposes), and indicate whether said project(s) were completed on schedule and within budget. Identify the role the firm had, the nature of the services provided, and samples of previous work products.
- D. An estimated cost and staffing analysis for the performance of each task listed in Attachment A. The staffing analysis should give a detailed breakdown identifying assigned staff (including subconsultants), staff position title, hours of work per person/per task and actual hourly pay rate, multiplier (where applicable) and billing rates on a task-by task basis.

Indicate billing rates for partners or principals and name(s), title(s) and actual hourly pay rate(s) for all other billable employees.

An itemized estimate of out-of-pocket expenses.

The terms and conditions for the compensation of intended subconsultant(s) (including their multipliers, if applicable) and the estimated number of hours of subconsultant services. Include a breakdown of costs for each Task as defined in Attachment A.

- E. A detailed description of the proposed technical approach, and schedule for performance of the contemplated services. Your schedule shall provide for completion of all of the consultants services within 4 to 6 months. Your technical approach shall address each task as stated in Attachment A. Your technical approach and schedule should demonstrate your firm's ability to provide the services in a timely fashion. Provide a

complete discussion of all technical issues involved in performance of each task as required to demonstrate to the Authority the ability of your firm to address specific technical areas of the required services. Include any tasks that may be required but that have not been defined in Attachment A.

- F. The Consultant's proposed Management Approach to performance of the required services. For the purposes of this RFP, Management Approach shall identify your approach to keeping the client apprised of the project status, and to ensuring the quality/accuracy of the work product.
- G. 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 which the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.

IV. SELECTION PROCESS:

The qualifications based selection shall take into consideration the following technical qualifications, and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified to perform the required services. Such negotiations shall be conducted between the Authority's contact-person as identified herein, or the undersigned, and the individual contact-person identified by your firm.

- A. The qualifications and experience of the proposed staff, including sub-consultants who will be performing services hereunder;
- B. The qualifications and experience of the firm;
- C. Proposed technical approach;
- D. Management approach.

IV. ADDITIONAL INFORMATION:

The names of all firms submitting a proposal in response to this RFP, may be disclosed publicly, as part of a published public announcement identifying responders to this RFP.

Should you have any questions, please e-mail them to Ms. Gretchen Minneman at gminneman@panynj.gov. All questions must be received at least five (5) working days prior to the proposal due date. Neither Ms. Minneman nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements.

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

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

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

Regards,



Gretchen Minneman
Real Estate Services Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES HOBOKEN NORTH END REDEVELOPMENT STUDY

I. BACKGROUND

The Port Authority of New York and New Jersey (“Authority”), as part of its Local Assistance Program is working with the City of Hoboken (“City”), a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to 210, seeks professional planning services for the preparation of a preliminary investigation study and report as required to determine whether the North End Redevelopment Study Area (“Study Area”) within the City qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq (“LRHL”). The Study Area consists of the following blocks that are included in their entirety (i.e., all lots in each block inclusive), unless otherwise specifically noted herein, as identified on the City Tax Maps:

Blocks: 118, 119, 120, 121, 122, 123, 125, 127, 128, 129, 130, 131, 133, 134, 136 (excluding Lot 6.2), 137, 138, 140, and 141

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing an urban and redevelopment planning study, and preparing draft and final reports documenting its findings, as required to determine whether the Study Area within the City, as defined above, qualifies as an area in need of redevelopment pursuant to the LRHL. This shall include documenting the physical and economic conditions existing in the Study Area and reviewing relevant data and information in order to determine whether all or a portion of the Study Area is in need of redevelopment.

III. DESCRIPTION OF CONSULTANT’S TASKS

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

TASK A. KICK-OFF MEETING

Meet with Authority and City staff and others, as required, to review the requirements of the following tasks, and the schedule for performance thereof.

TASK B. DOCUMENT/DATA REVIEW

1. Access and review data and other public records of the Study Area, including report(s) for each property, as well as databases related to environmental contamination, as provided or otherwise available as determined by the Consultant, and approved by the Authority. These may include City tax assessment, building, housing, fire, health, crime and property maintenance code enforcement records; aerial photos and maps including available state and county GIS data; New Jersey Department of Environmental Protection data on known contaminated sites, and state and national historic registers information, all as appropriate. Prior to performance of the review, compile a list of available

documents. Upon approval of the list by the Authority and the City, proceed with performance of said review.

2. Perform a title search of each of the properties within the study area. Examine the results of the title search and interpret any information that may relate the condition of the title to the unproductive condition of the properties in the Study Area for which the “e” criterion under Section 5 of the LRHL may be applied.

TASK C. FIELD VERIFICATION AND DRAFT INVESTIGATION REPORT

1. Undertake a site visit and field investigation of the Study Area as required to identify existing conditions and uses. Prior to the performance of this task, provide a schedule for, and list of anticipated contacts to be made in performance of the investigation. Upon approval of the list and schedule by the Authority, the Consultant shall:
 - a. coordinate onsite inspection for the purposes of evaluating the physical conditions of the buildings in the Study Area as required to determine the applicability of the “a” or “d” criteria under Section 5 of the LRHL;
 - b. obtain permission from the property owners to conduct on-site investigation and interior examination of the buildings and structures in the Study Area, as required and as appropriate to evaluate the physical condition of said buildings and structures;
 - c. for those properties that are not accessible, and as approved by the Authority in advance, evaluate the physical condition of the buildings and structures in the Study Area, and record on-site conditions observed from public right-of-ways, and by using available aerial photographs, if any.
 - d. Upon completion of field services, meet with Authority and City staff, and others as approved by the Authority, and submit a Draft Field Investigation Report documenting field services performed, and your findings therefrom.
 - e. Incorporate Authority and City comments to the Draft Field Investigation Report as required.

TASK D. PRELIMINARY INVESTIGATION REPORT

1. Prepare a draft Preliminary Investigation Report (PIR) documenting your findings in performance of the forgoing tasks. The Report shall incorporate the Final Field Investigation Report, and document your assessment of the Study Area, as required to determine if all, or a portion, of the area meets the statutory criteria as set forth in N.J.S.A. 40A:12A-5, therefore qualifying as an area in need of redevelopment. The report shall also include, but not be limited to:
 - a) A description of the physical, economic and other relevant conditions within the Study Area, including existing land uses, building and environmental conditions, and site layout.
 - b) A review of the zoning and master plan designations for the Study Area.
 - c) An analysis describing how the Study Area meets the statutory criteria.

- d) All relevant documentation, including photographs and maps, to support the conclusion that all or a portion of the Study Area is or is not in need of redevelopment.
 - e) An aerial photograph of the Study Area and other maps and graphics to illustrate and support the planning analysis contained in the Report.
2. Upon completion of the Consultant's assessment, and as appropriate, prepare a map delineating the boundaries of the proposed redevelopment area identifying the various parcels located within the Study Area. For each property, identify any lack of proper utilization leading to an unproductive condition of the land.
 3. Present the PIR to Authority and City staff, and others, as approved by the Authority.
 4. Incorporate Authority and City comments as required.

TASK E. PROVIDE TESTIMONY

Based upon the approved Preliminary Investigation Report, prepare necessary exhibits, and a presentation (PowerPoint) for purposes of providing oral testimony before the Hoboken Planning Board regarding the findings of the Preliminary Investigation Report. The Consultant shall provide the services of other technical experts as required to establish the physical condition of buildings in the Study Area. (This hearing may take more than one meeting date, as is necessary to collect all testimony and public input.) The Consultant shall utilize its own computer equipment and projector for such presentation(s)/testimony.

Meet with Authority and City staff, and others, as required to review all presentation material prior to providing testimony. Incorporate Authority and City changes, as required.

TASK F. MEET WITH CITY COUNCIL

Meet with the City Council to present the recommendations of the Planning Board, as required.

III. SCHEDULE OF SUBMISSIONS

Submit the following, within the number of days stipulated, after receipt by you of authorization from the Authority to proceed with performance of the subject services:

- A. Submit the Draft Field Verification and Draft Investigation Report, required under Task C, above, within 30 calendar days.
- B. Submit five (5) printed copies and one (1) CD copy of the Preliminary Investigative Report, after incorporation of Authority and City comments.
- C. Submit a copy of each of the Presentation and Presentation Exhibits, after incorporation of Authority and City comments.

IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority and City will make available for the Consultant's information certain documents specified below. The documents specified below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes

no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

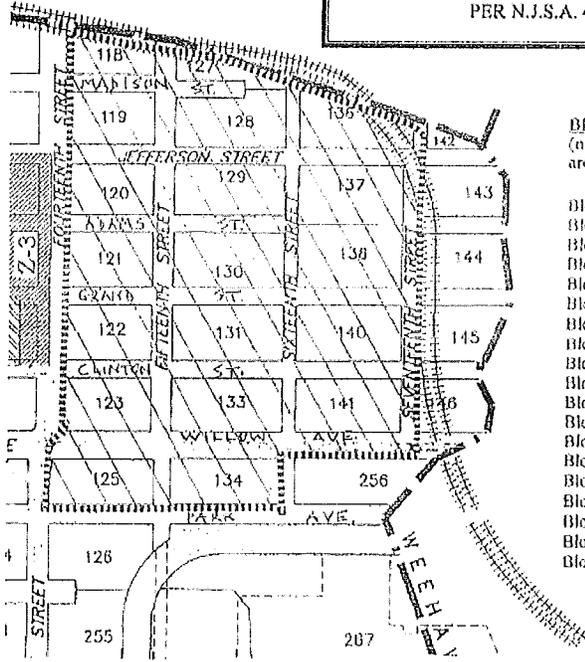
I. Exhibit I - Study Area Map

* * *

EXHIBIT I

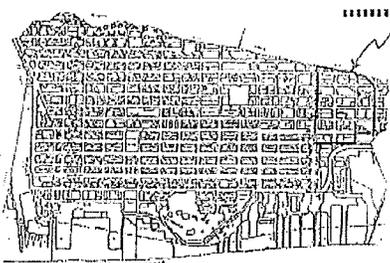
STUDY AREA MAP

PROPOSED PRELIMINARY INVESTIGATION
STUDY AREA
TO DETERMINE WHETHER AREA IS AN
AREA IN NEED OF REDEVELOPMENT
PER N.J.S.A. 40A:12A-1 et seq.



BLOCKS & LOTS
(note: all lots on each block listed below are included unless otherwise indicated)

Block	118
Block	119
Block	120
Block	121
Block	122
Block	123
Block	125
Block	127
Block	128
Block	129
Block	130
Block	131
Block	133
Block	134
Block	136 (excluding Lot 6.2)
Block	137
Block	138
Block	140
Block	141



STUDY AREA DESCRIPTION: The proposed study area boundary runs along the line of Fourteenth St./Fourteenth St. Viaduct starting at Park Avenue, running westerly to its intersection with the city's western boundary, then northerly to a point which is approximately coincidental with the Light Rail Track/Seventeenth St., then easterly until it reaches Willow Avenue, then southerly to Sixteenth Street, then easterly to Park Avenue, then southerly back to Fourteenth St.

215 Park Avenue South
4th Floor
New York, NY 10003 1603

t: 212.251.7000
f: 212.251.7111
www.perkinswill.com

PERKINS
+ WILL

January 18, 2011

Gretchen Minneman, AICP
Real Estate Services Department
The Port Authority of New York & New Jersey
225 Park Avenue South | Floor 19 | New York, NY 10003
212.435.6588
gminneman@panynj.gov

**Re: Request for Proposals for the Performance of Expert Prof
Hoboken North End Redevelopment Study**

Dear Gretchen:

Thank you very much for the opportunity to submit our proposal
The Port Authority of New York & New Jersey.

After careful consideration of this opportunity, we have concluded that Perkins+Will would not be able to best serve The Port Authority's needs in this endeavor as we do not have New Jersey certified planners on staff who could appear before jurisdictional authorities to support the plan.

We trust that you will consider Perkins+Will for future planning projects, where there will be opportunity to bring design leadership to your planning needs. We continue our interest in working together in the future.

If you would like further information or have questions, please do not hesitate to call. My direct line is 212.251.7120.

Sincerely,



Philip Palmgren, AIA
Urban Design Director
Perkins+Will

*Perkins -
No 2 firms
that did not
submit
proposal*

FXFOWLE

FXFOWLE ARCHITECTS, LLP 22 WEST 19 STREET | NEW YORK, NY 10011, USA | T +1.212.627.1700 | WWW.FXFOWLE.COM

January 4, 2011

Ms. Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 1003

Re: Request for Proposals for the Performance of Expert Professional Urban
Planning Services For Hoboken North End Redevelopment Study

Dear Gretchen,

Thank you for inviting FXFOWLE to submit a proposal for the Hoboken North End Redevelopment Study. Unfortunately, we have decided not to submit a proposal. After reviewing the scope, we feel that there is not enough urban design to warrant our participation.

However, we ask you to please keep FXFOWLE in mind for future opportunities.

Thank you again and good luck with your project.

Sincerely,



Mark Strauss, FAIA, AICP, PP, LEED
Senior Partner



DEPARTMENT OF MUNICIPAL SERVICES
DIVISION OF PLANNING AND ZONING

City of Bayonne

630 AVENUE C • BAYONNE, NJ 07002-3898
TEL. (201) 436-5088 • FAX (201) 858-6185



MARK SMITH
MAYOR

JOHN D. FUSSA, P.P.
CITY PLANNER

December 5, 2011

Terriann Moore-Abrams, Esq.
Assistant Director - Economic Development Programs and Planning
Port Authority of New York and New Jersey
225 Park Avenue South - 19th Floor
New York, N.Y. 10003

**Re: *City of Bayonne's Application to the Port Authority Local Assistance Program,
Broadway Redevelopment Project***

Dear Ms. Moore-Abrams:

I am writing to thank you for your continued interest in the City of Bayonne and to follow-up on our recent conversation about Bayonne's application to the Port Authority of New York and New Jersey's ("the PA's") Local Assistance Program for our Broadway Redevelopment Project. As requested, I spoke with Gretchen Minneman of the Real Estate Services Department last week about the Program and Bayonne's Project. This letter shall confirm that the City is seeking PA assistance for a planning project involving the preparation of a redevelopment study and redevelopment plan to address conditions of blight in the Broadway Central Business District (CBD) and promote the development of a mixed-use transit village in the 22nd Street Station area at a radius of up to ½-mile.

The aforementioned study and plan must comply with the N.J. Local Redevelopment and Housing Law and should be prepared by a qualified firm having appropriately licensed professionals as well as experience in redevelopment planning within the State of New Jersey. The proposed scope of work is substantial and involves field work, research, mapping, public participation, graphics production and some analysis of market conditions or understanding of economic factors necessary for implementation. The primary deliverables are the redevelopment study, also known as the investigation, redevelopment plan and executive summary that may be used for marketing/implementation purposes. Bayonne intends to apply to the N.J. Department of Transportation for designation as a Transit Village community once the Broadway Redevelopment Project is completed and negotiate with developers as well as property owners to effectuate the redevelopment plan in phases.

Gretchen also asked me to address the budget for the Broadway Redevelopment Project and I must confirm that it remains in the vicinity of \$75,000 to \$80,000 as indicated in my letter of July 8, 2011 to you. The projected budget is based upon the substantial work effort required to prepare redevelopment studies and plans under State law, the geographic scope of the project encompassing a 1/2-mile radius around 22nd Street Station and the detailed planning work necessary to create a comprehensive redevelopment plan for a blighted CBD. I have attached a copy of the Request for Proposals (RFP's) that the City issued in 2010 for a different redevelopment project that was done by Clarke Caton Hintz to illustrate the proposed scope of work, deliverables and approach.

At present, the City does not have any resources available for a local funding match but we can provide in-kind staff services through my office to the extent they are necessary. We will also continue to seek grants from foundations and other organizations in support of the Project although none are available at present. I trust this information is helpful and please feel free to contact me if you have any questions or require additional information. Thank you for your continued support of Bayonne's application to the PA Local Assistance Program and I look forward to working with you and your staff on the Broadway Redevelopment Project in 2012.

Very truly yours,

John D. Fussa, P.P.
City Planner

/jf

Enclosure

cc: Honorable Mark Smith, Mayor
Stephen Gallo, Business Administrator/Chief-of-Staff
Gretchen Minneman; PANYNJ – Real Estate Services Department



REQUEST FOR PROPOSALS

Scattered Site Redevelopment Project – Phase 2

City of Bayonne, Hudson County, N.J.

Request for Proposals

The City of Bayonne is requesting proposals for professional planning services from qualified firms for phase two (2) of its scattered site redevelopment project (SSRP). The purpose of the SSRP is to promote the removal of blight, clean-up of contaminated brownfields and redevelopment of underutilized in-fill sites that are located throughout Bayonne. The City completed the initial SSRP in January, 2006 and is currently implementing the adopted redevelopment plan for more than 30 sites. Bayonne intends to capitalize upon the success of the initial SSRP and apply the redevelopment process to additional sites that may meet for statutory criteria for designation as an area(s) in need of redevelopment and prepare redevelopment plans for each site. The City will sponsor phase two (2) of the SSRP through the Division of Planning and Zoning in coordination with the Division of Community Development and the Bayonne Urban Enterprise Zone (BUEZ). Respondents shall possess a current professional planning license from the State of New Jersey, have experience with projects utilizing the New Jersey Local Redevelopment and Housing Law and be familiar with the City of Bayonne.

Introduction/Overview

The City of Bayonne is an older and fully developed urban municipality located in southern Hudson County on Upper New York Bay, Newark Bay and the Kill Van Kull. Bayonne is experiencing substantial growth after many years of relative stagnation as evidenced by the number of residential building permits issued over the past 10 years, commercial and industrial development projects that are underway and substantial infrastructure investment. The City anticipates an increase in development activity during the next several years as large-scale redevelopment projects including those at the Peninsula at Bayonne Harbor (MOTBY), Texaco and Route 440 Corridor are implemented.

There are, however, additional sites located throughout Bayonne that warrant further study under the Local Redevelopment and Housing Law because their current condition has a potentially deleterious impact upon adjacent

properties, surrounding neighborhoods and the City at-large. Phase two (2) of the SSRP will address this problem by identifying targeted sites, determining whether they meet statutory criteria for redevelopment designation and providing a plan for redevelopment implementation. Particular attention will be given to those properties that have economic development potential, brownfield site contamination and/or represent a long-term blight or nuisance problem.

Project Location

The project area for phase two (2) of the scattered site redevelopment project encompasses the City of Bayonne. It is anticipated that a maximum of 25 sites will be selected for inclusion in this phase of the project. A map of the City of Bayonne is attached for review.

Description of Project

The scattered site redevelopment project is intended as a comprehensive study and planning effort with an expedited schedule from project kick-off to project completion. The following is a summary description of the project:

1. **Purpose:** The scattered site redevelopment project has several purposes, foremost among them is to redevelop vacant, underutilized and/or economically stagnant properties with productive new uses as part of Bayonne's comprehensive economic development strategy. Other project purposes include remediation of brownfield sites, elimination of nuisance impacts and neighborhood stabilization/revitalization. The scattered site redevelopment project is a collaborative effort of the City of Bayonne and BUEZ with the City serving as the lead agency.
2. **Work Elements:** The scattered site redevelopment project consists of the following elements:
 - A. *Site List:* Development of a site list in consultation with the City and BUEZ. The list shall include a maximum of 25 sites with the potential for some sites to consist of multiple tax lots.
 - B. *Redevelopment Study:* Preparation of the required investigation and study pursuant to the New Jersey Local Redevelopment and Housing Law. Said study shall identify the sites investigated, list relevant statutory criteria, document existing conditions, provide necessary planning analysis and incorporate conclusions. The study shall also include other required supporting information including maps, photographs and property information. Each site shall be studied individually and a conclusion made as to compliance with statutory criteria to ensure the integrity of the document. The entirety of the City has been designated an area in need of rehabilitation under the Local Redevelopment and Housing Law and this designation may be utilized for those sites which do not meet the criteria for designation as an area in need of redevelopment.
 - C. *Redevelopment Plan:* Preparation of the required redevelopment plan pursuant to the New Jersey Local Redevelopment and Housing Law. Said plan shall supercede the City zoning ordinance where appropriate

and incorporate use, bulk, design, site plan and other development controls as needed. The plan shall incorporate photographs, maps, drawings and other graphics to ensure readability and for use by the City and BUEZ in marketing/promotional activities.

- D. *Redevelopment Map*: Preparation of a redevelopment map indicating the location of designated sites keyed to a summary list containing property information such as street address, lot/block, lot area, zoning, etc..... Said map shall be included in the redevelopment plan and provided in wide format for use by the City and BUEZ in marketing/promotional activities.
 - E. *Public Hearing(s)*: Presentation of the redevelopment study and redevelopment plan at the required Planning Board and City Council public hearing(s). Said study and plan shall be presented together at the required public hearing(s) to coordinate review and facilitate completion of the project.
 - F. *Steering Committee Meetings*: Attendance at a maximum of four (4) meetings with the project steering committee not including the required public hearings. It is anticipated that said meetings will include one (1) kick-off meeting, two (2) progress meetings and one (1) final or wrap-up meeting prior to public hearing(s).
3. **Geographic Scope**: The scattered site redevelopment project will address sites throughout the City of Bayonne and is not limited to one (1) particular area, district or neighborhood.
4. **Available Information**: Existing public information necessary for the scattered site redevelopment project shall be made available to the consultant including but not limited to property assessment records, tax maps, violations, aerial photography and the City zoning ordinance. The consultant may be required to obtain other information necessary for completion of the project including but not limited to property inspection and environmental records.
5. **Proposed Schedule**: The scattered site redevelopment project is intended to be a short-term effort with an expedited schedule so that implementation may begin by the end of 2011. The schedule is as follows:
- A. December, 2010: Close of RFP response period and selection of consultant(s).
 - B. January, 2011: City Council award of contract to selected consultant(s). Kick-off meeting with steering committee and project start.
 - C. April, 2011: First progress meeting with steering committee.
 - D. June, 2011: Second progress meeting with steering committee. Delivery of draft redevelopment study and plans for selected sites.

- E. August, 2011: Third progress meeting and delivery of final redevelopment study and plans for all sites.
 - F. September, 2011: Planning Board public hearing(s) on redevelopment study and plans.
 - G. October, 2011: City Council action on resolution for redevelopment study. Council introduction of ordinance adopting redevelopment plan.
 - H. November, 2011: City Council second reading and public hearing on ordinance adopting redevelopment plan.
 - I. December, 2011: Fourth progress meeting and completion of final revisions to redevelopment study and plan based upon public hearing comments. Project completion and close-out.
6. **Project Administration:** The scattered site redevelopment project is sponsored by the City and BUEZ and will require that the consultant work with the Division of Planning and Zoning, BUEZ Coordinator and project steering committee. The City Planner shall serve as the project manager in consultation with the BUEZ and the steering committee providing general oversight, technical assistance and policy guidance. The organizational chart is shown below:



Description of Services Required

The City of Bayonne and BUEZ require the following professional planning services for the scattered site redevelopment project:

1. Assistance in the development of a site list to be investigated including review of a preliminary list prepared by the City and BUEZ. Also, preparation of the required map for City Council action to initiate the study.
2. Preparation of a redevelopment study constituting the required investigation under the New Jersey Redevelopment and Housing Law. Said study shall provide analysis and conclusions for each site to ensure the integrity of the project in the event that one (1) or more sites fails to meet the statutory criteria, is successfully challenged or must be severed.

3. Preparation of a redevelopment plan constituting the land use plan, zoning regulations, design standards and map for designated sites that will overlay or supercede the City zoning ordinance. Said plan shall include an action strategy and implementation agenda with supporting information and graphics.
4. Preparation of a redevelopment map indicating the location of designated sites keyed to a summary list containing property information such as street address, lot/block, lot area, zoning, etc..... Said map shall be included in the redevelopment plan and provided in wide format for use by the City and BUEZ in marketing/promotional activities.
5. Attendance and presentation at the required public hearing(s) before the Planning Board and City Council for redevelopment designation and adoption of the redevelopment plan.
6. Attendance at a maximum of four (4) meetings with the project steering committee.
7. Other services necessary for and typically associated with the preparation of a redevelopment study and redevelopment plan including site visits, photographs, research, maps and review of property tax records.

Budget and Contract

The budget for the scattered site redevelopment project shall not exceed \$50,000 to be billed on a monthly basis with invoices indicating major tasks, time and date of activity. The consultant shall enter into a fixed price contract with the City consistent with New Jersey law and standard government procurement practices. Direct expenses related to the project may be billed, however, travel time and indirect expenses are not billable. Said contract shall be subject to the availability and appropriation of sufficient funds pursuant to N.J.S.A. 40A:11-15.

Evaluation Criteria

All proposals shall remain valid and firm as to price for a period of sixty (60) calendar days after the date specified for receipt of proposals. The proposals for the scattered site redevelopment project will be evaluated by the City and BUEZ in accordance with the following scoring criteria, which may be revised at the sole discretion of the City:

1. Technical Approach/Scope of Services
2. Relevant Experience
3. Qualifications of the Firm
4. Knowledge with the Area
5. Presentation/Interview
6. Familiarity with Implementation

7. Cost and Fees

Directions for Submission

The deadline for submission of consultant proposals for the scattered site redevelopment project is Friday, December 17th at 4 PM in the Division of Law, Room 15 of the Bayonne Municipal Building, 630 Avenue C, Bayonne, N.J. 07002.

Respondents are required to submit 12 complete and original copies of their proposal for consideration with one (1) digital copy on CD-ROM. Please be advised that incomplete proposals and proposals received after the deadline date may be eliminated from consideration. Please direct all inquiries regarding the project to:

John D. Fussa, P.P.; City Planner

Division of Planning and Zoning

630 Avenue C, Room 13

Bayonne, N.J. 07002

Phone - (201) 858-6075

Fax – (201) 858-6182

E-mail: jfussa@baynj.org



THE PORT AUTHORITY OF NY & NJ

December 16, 2011

Honorable Mark Smith, Mayor
City of Bayonne
630 Avenue C
Bayonne, NJ 07002-3898

Re: Local Assistance Program

Dear Mayor Smith:

Congratulations! The City of Bayonne has been selected to participate in the Port Authority's 2011 Local Assistance Program (LAP). The LAP Committee looks forward to working with you and the City of Bayonne to provide a redevelopment study of the Broadway Central Business District (CBD).

The Port Authority's Real Estate Services and Development Department will utilize its Urban Planning list of call-in consultants for the redevelopment study of the Broadway Central Business District. Upon completion of the study, the Consultant shall be required to provide and present a written report documenting the study findings. The task order will not exceed Fifty-Five Thousand Dollars (\$55,000.00).

You must sign and return this award letter to Terriann Moore-Abrams within seven (7) business days from the date listed at the top of this award letter. Upon your concurrence of this letter, the Port Authority will issue the Request for Proposals to our Urban Planning call-in list.

Respectfully,

Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
Email: Tmabrams@panynj.gov
212-435-6530
(f) 212-435-6560

Accepted and Agreed:

Mark Smith, Mayor
City of Bayonne

Cc: File

Real Estate Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212 435 7000

Broadway Redevelopment Project – City of Bayonne RFP

Date: 3/14/2012

FIRM	Score	Cost	Time
Phillips Preiss Grygel LLC w/ Cooper Robertson & Partners	100	\$59,430	10-12 weeks
Heyer, Gruel & Associates w/ FXFOWLE Architects, LLP	83	\$36,200	6 Months

Technical Ratings: Excellent = 10 Good = 9-8 Fair = 7-6 Unsatisfactory = 5 – 0

April 12, 2012

Phillips Preiss Grygiel LLC
Keenan Hughes, AICP, PP, LEED AP / Principal
33-41 Newark Street, Third Floor, Suite D
Hoboken, New Jersey 07030

Dear Mr. Hughes,

Congratulations! This letter confirms that the Port Authority of New York and New Jersey will employ the services of your firm; as defined in the RFP for the *Broadway Redevelopment Project* for the City of Bayonne.

Your task order is to provide the Port Authority of New York and New Jersey Real Estate Services Department a Redevelopment Plan for the City of Bayonne in the area known as the Broadway Central District.

You will perform this work under the terms of a contract with the Port Authority, #DEV-10-051, Real Estate Advisors on a Call-in Basis. I will send you via email your PO#, to facilitate payment of the agreed upon amount of your bid offer of \$59,430.

Your firm will work under our direction, with input from the Planning Department of the City of Bayonne and other interested stakeholders such as the *Bayonne Town Center Special Improvement District*.

Please arrange a kick-off meeting to include Terriann Moore-Abrams of the Port Authority of New York and New Jersey, John Fussa, P.P., the city planner, and other City of Bayonne officials ,pursuant to a list drawn by John.

Regards,

Steven A. Cohen

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
212.435.6517
scohen@panynj.gov*

P.A. Agreement #415-12-195

November 27, 2012

Lillian D. Valenti
Director, Procurement

Mathews Nielsen Landscape Architects, P.C.
120 Broadway, Suite 1040
New York, NY 10271

CONFORMED

Attention: Katherine I. Mathews, ASLA, Principal

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL
LANDSCAPE DESIGN SERVICES AS REQUESTED ON A "CALL-IN"
BASIS DURING 2012**

Dear Ms. Mathews:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Mathews Nielsen Landscape Architects, P.C. (hereinafter referred to as "the Consultant" or "you") to provide the subject services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2012.

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

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

For the purpose of administering this Agreement, the Chief Engineer has designated Donald Fram, Chief Architect, to act as his duly authorized representative. The Project Manager for this project is Robert Eisenstat, tel. (973) 565-7555, or email address reisenstat@panynj.gov.

2. 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.

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief Engineer for approval an estimated cost and staffing analysis of such services. Approval of such cost and direction from the Chief Engineer in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief Engineer and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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

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

6. When the services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit his specific Quality Control/Assurance Program to the Chief Engineer prior to the performance of said services. When the Consultant has completed preparation of any contract documents required hereunder he 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, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with the Port Authority CAD Standards.

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

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 8 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, the Consultant will be compensated at an amount equal to **2.53** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant shall be compensated at an amount equal to **2.53** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

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

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

C. An amount equal to the 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. The Consultant will also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Chief Engineer, necessarily and reasonably incurred, and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

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

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

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

General Services Administration (GSA) Rates:

Domestic Rates:

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

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

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne,

Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

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

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

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

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

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

the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the 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 shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

24. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this Agreement to address changing security conditions and/or new governmental regulations.

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

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

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

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

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

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

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

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause nor the enumeration elsewhere in this Agreement of particular risks

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

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

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

26. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:



1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as additional insureds and shall be specifically endorsed with a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that *"The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of*

the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief 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 explosion, collapse and underground property damage.

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

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

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

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

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

C. Professional Liability Insurance:

Not less than \$2 million each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1) 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.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

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

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

- A. been indicted or convicted in any jurisdiction;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "28G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be

updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications 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.

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

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

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

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

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

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

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

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

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

or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

31. CONFLICT OF INTEREST

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

hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

32. DEFINITIONS

As used in sections 27 to 31 above, the following terms shall mean:

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

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

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

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

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

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

34. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ACCEPTED:
MATHEWS NIELSEN LANDSCAPE
ARCHITECTS, P.C.



8 Lillian D. Valenti
Director
Procurement Department

Date 3/6/13

By: Syrene Under

Title: Principal

Date: February 7, 2013



**MATHEWS
NIELSEN**

120 BROOKHAY
SUITE 1040
NEW YORK, NY 10271

120 BROOKHAY
SUITE 1040
NEW YORK, NY 10271

T: 212.431.3609
F: 212.941.1633

NAME	TITLE	HOURLY RATE
Signe Nielsen	Principal	\$190 *
Darlene Montgomery	Project Manager	\$39.79
Brett Seamans	Landscape Designer	\$26.43

* Hourly rate for Principal is the Billing Rate.

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL LANDSCAPE DESIGN SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2012

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

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

II. SCOPE OF WORK

The services of the Consultant shall generally consist of a variety of Landscape Architectural, Hardscape, Horticultural and Sustainable (Green) Design tasks related to Authority Landscape Operations at various Authority facilities (Airports, Tunnels, Bridges, Terminals, PATH, Port and Industrial Parks).

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Field Inspections
- B. Program Development
- C. Project Scoping
- D. Schematic Conceptual Design
- E. Budget Estimating
- F. Design Development

- G. Contract Drawing Preparation
- H. Detailed Construction Estimating
- I. Technical Specification Preparation
- J. Shop Drawing Review and Approval
- K. Supervision of Horticultural Maintenance personnel (Certified Arborist)
- L. Supervision of Landscape Installations
- M. Inspection of Landscape Materials (Certified Tree Expert)
- N. Performance of Landscape and Horticultural Testing Procedures
- O. Environmental Assessment Tasks
- P. Technical Purchase Order Preparation
- Q. Irrigation Design and Contract Preparation (Irrigation Specialist)
- R. Wetland Mitigation (Wetland Specialist)
- S. Photoshop, computer generated 2-D and 3-D perspectives, etc. (Computer Graphic Specialist)

IV. SUBMISSIONS

Except as otherwise noted herein, all designs and preparation of Contract Documents shall conform to Authority standards, including the latest release of the Port Authority Sustainable Design Guidelines, and those codes which would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.

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 his specific Quality Control/Assurance Program to the Project Manager prior to the performance of said services.

When the Consultant has completed preparation of any Contract Documents, or performance of post-award services, submit a letter to the Project Manager certifying the Consultant's conformance of the aforementioned Quality Control / Assurance Program.

CADD drawings shall be prepared in Autocad in the most current release as used by the Authority and using the most current release of the Authority CADD standards. All digital submissions, DWGs and DWFs, shall conform to the format identified in the latest release of the Authority CADD Standards at the time of the submission.

All drawings shall be submitted as mylar and/or vellum plots using the Authority Contract Border and Standards identified in the latest release of the Authority CADD Standard at the time of the submission.

Three-dimensional computer-generated models of all, or portions of, a specified facility in the three-dimensional format may be requested by the Authority. Formats include, but are not limited to, Autodesk AutoCad For Architects, Revit (BIM) and 3D Viz. Except as otherwise noted herein, all designs and preparation of Contract Documents shall conform to Port Authority Standards, and those codes which would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.

V. CONDITIONS AND PRECAUTIONS

A. General

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

Vehicular traffic at the airport shall always have priority over any and all of the Consultant's operations.

B. Work Areas

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

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

C. Work Hours

The Consultant shall coordinate his work at the site(s) with the Project Manager, unless otherwise directed by the Chief Engineer.

THE PORT AUTHORITY OF NY & NJ

March 6, 2013

Matthews Nielsen Landscape Architects, P.C.
120 Broadway, Suite 1040
New York, NY 10271

Attention: Katherine I. Matthews, ASLA, Principal

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL
LANDSCAPE DESIGN SERVICES AS REQUESTED ON A "CALL-IN"
BASIS DURING 2012**

Reference: P.A. Agreement #415-12-195

Dear Ms. Matthews:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,



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

Enclosure



500 Broad Street • Newark, NJ 07102
t (973) 273-6000 • f (973) 642-1242
www.newarkha.org

May 30, 2013

The Honorable William Baroni
Deputy Executive Director
The Port Authority of New York and New Jersey
225 Park Avenue South, 15th Floor
New York, New York 10003

Subject: Funding Request: Local Assistance Program

Dear Mr. Baroni:

Thank you and your staff for meeting with the Newark Housing Authority (NHA) over the past three months to discuss the revitalization of the Dayton Street Neighborhood (Neighborhood). The Neighborhood, located in the South Ward of the City of Newark, is contiguous to the Newark Liberty Airport and the Port of Newark.

The NHA received a Choice Neighborhood Initiative (CNI) Planning Grant from the United States Department of Housing and Urban Development (HUD) to develop a strategy or Transformation Plan to revitalize the Dayton Street Neighborhood.

A collective, comprehensive revitalization strategy of the area will benefit The Port Authority of NY and NJ (Port Authority), the NHA and the City of Newark. A comprehensive strategy will also advance certain state, regional and federal initiatives, including the Departments of Commerce, Education, Transportation and HUD, for redevelopment of urban areas.

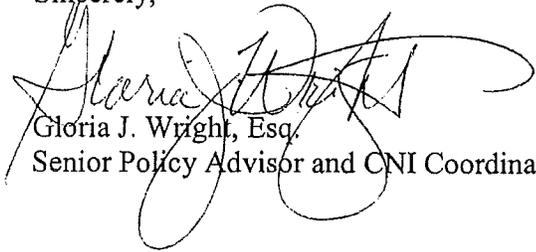
A collective revitalization strategy will accomplish the following: spur economic development and create jobs; create a job-training and recreational facility; reposition light industrial assets along Frelinghuysen Avenue for re-use and service to the Port, the Newark Liberty Airport and the new redeveloped Neighborhood (e.g., warehousing, distribution, service and storage centers, creating jobs and business opportunities to support the Port and Newark Liberty Airport); create new and mixed-income workforce housing; create open spaces and enhance natural resources including Weequahic Park; create new traffic routes and patterns for easy access to and from the intended PATH extension rail stop, the Airport and the Neighborhood; create shops and other amenities, such as hotels, in order to attract and retain mixed-income workforce and families and to service the area.

Request: The NHA requests funding from the Local Assistance Program to procure a *Highest and Best Use Analysis (Analysis)* of the Neighborhood, the intended PATH Extension rail stop and the surrounding light industrial area that connects to the Airport Zone. The targeted area for the proposed study is more fully highlighted in red on the attached map.

The *Analysis* should include, at a minimum, the following: an Architectural Planning Study (that connects the Neighborhood to the Airport Zone and Port); site evaluation (appraisal for redevelopment of commercial district along Frelinghuysen Avenue, consistent with Architectural Planning Study); assumption that the NHA and its partners will complete a Training, Recreational and Educational Center (TREC) within the targeted area (located on Ludlow Street) for use by residents and the community; an improvement plan for Frelinghuysen Avenue (re-use/re-purpose of commercial properties); assumption that the NHA will construct 500 units of mixed-income affordable housing; assumption that the surrounding redevelopment will include needed commercial shops, stores and amenities; cost analysis/estimations for infrastructure and re-engineered streets for access to and from the airport and nearby freeways; a rail stop within the DSN or alternative bus service or public transportation for everyday living and working. The *Analysis* should be premised upon a revitalized neighborhood that includes mixed-use rental and single-family housing, commercial and economic development, neighborhood amenities, educational and needed social services, transportation and rail stops, and open spaces to attract a workforce and families.

Please feel free to contact me at (973) 273-6623 should you have questions or need additional information.

Sincerely,



Gloria J. Wright, Esq.
Senior Policy Advisor and CNI Coordinator

- Cc. K. Kinard, Executive Director, Newark Housing Authority
- M. Francois, Port Authority
- T. Moore-Abrams, Port Authority

THE PORT AUTHORITY OF NY & NJ

October 22, 2013

Keith Kinard
Executive Director
Newark Housing Authority
500 Broad Street
Newark, NJ 07102

Re: Port Authority's Local Assistance Program (LAP)

Dear Mr. Kinard,

Congratulations! The Newark Housing Authority (NHA) has been selected to participate in the Port Authority's 2013 Local Assistance Program (LAP). The LAP Committee looks forward to working with you and the NHA to provide a Neighborhood Revitalization Study and Plan for the Dayton Street Planning Area located in the South Ward of the City of Newark, New Jersey.

The Port Authority's Real Estate Services Department will utilize its Urban Planning list of call-in consultants for the Neighborhood Revitalization Study and Plan. Upon completion of the study, the Consultant shall be required to provide and present a written report documenting the Study and a written report documenting the Plan. The task order will not exceed \$125,000.

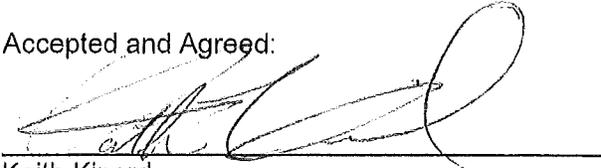
You must sign and return this award letter to Terriann Moore-Abrams within seven (7) business days from the date listed at the top of this award letter. Upon your concurrence of this letter, the Port Authority will issue the Request for Proposals to our Urban Planning call-in consultants.

Respectfully,



Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
Email: tmabrams@panynj.gov
212-435-6530
(f) 212-435-6560

Accepted and Agreed:



Keith Kinard
Executive Director, NHA

CC: File

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212-435-7000*



THE PORT AUTHORITY OF NY & NJ

July 6, 2010

Eric Rothman
President
HR&A Advisors, Inc.
99 Hudson Street, 3rd Floor
New York, N.Y. 10013

Dear Mr. Rothman:

This is to confirm that the Port Authority wishes to employ the services of HR&A Advisors for the Economic Growth Element of the City of Newark Master Plan Re-examination, per your proposal of June 11, 2010 and amended on June 30, 2010. HR&A will perform this work under the terms of your contract with the Port Authority, #RED-08-021, for Real Estate Advisory Services on a Call-in Basis.

My colleagues and I look forward to working with you on this very important project.

Regards,

Gretchen Minneman

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212-435-6588
gminneman@panynj.gov*



THE PORT AUTHORITY OF NY & NJ

Procurement Department

December 10, 2008

HR&A Advisors, Inc.
1790 Broadway, Suite 800
New York, NY 10019

Attention: Eric Rothman, President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE
ADVISORY SERVICES AS REQUESTED ON A "CALL-IN" BASIS
DURING 2008 – 2010 (P.A. AGREEMENT #RED-08-021)**

Dear Mr. Rothman:

I am pleased to inform you that your firm has been selected for performance of the subject services.

Transmitted herewith are two copies of the Authority's standard agreement. Please sign both original copies and return them to The Port Authority of New York and New Jersey, Attention: Kim Payne, Senior Contract Specialist, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions pertaining to the attached, call Ms. Payne at (212) 435-3977.

Sincerely yours,

Tim VoIonakis
Manager
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #RED-08-021

December 10, 2008

Lillian D. Valenti
Director, Procurement

HR&A Advisors, Inc.
1790 Broadway, Suite 800
New York, NY 10019

CONFORMED

Attention: Eric Rothman, President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE
ADVISORY SERVICES AS REQUESTED ON A "CALL-IN" BASIS
DURING 2008 - 2010**

Dear Mr. Rothman:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain HR&A Advisors, Inc. (hereinafter referred to as "the Consultant" or "you") to provide expert real estate advisory services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2008 - 2010.

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

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

For the purpose of administering this Agreement, the Director has designated Patrick Flinn, Assistant Director, to act as his duly authorized representative. The Project Manager for this project is Anthony Greco, tel. (212) 435-2431.

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

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further

*One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427*



obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. An amount equal to the actual hourly billing rate billed by you for professional and technical personnel times the total number of hours actually spent by said personnel in the



performance of services hereunder. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Clearly indicate if any of the employees, proposed by you to perform the requested services, are former Authority employees. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed. The Authority reserves the right of approval of all personnel and billing rates for said personnel performing services under this Agreement. For compensation purposes under this Agreement, no such salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. 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 that 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 that are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Director or his designee, in their sole and absolute discretion.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such



premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

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

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

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

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Director. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near



the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

Domestic Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

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

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

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

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



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

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

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

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

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

13. 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.

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

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

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said



subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

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

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

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

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

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

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

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



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

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

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.



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

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

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

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

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

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

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

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



the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

- 1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$2,000,000 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 \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as an additional insured and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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



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

C. Compliance:

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

- 1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
- 2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority and its wholly owned entities 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 General Manager, Risk Management must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and/or policy.

23. 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.

24. 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 individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

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

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



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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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



to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

25. 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.

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

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



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

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

In 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).

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

27. 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 a 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 a 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 a agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give



the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf on 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.

28. DEFINITIONS

As used in sections 23 to 27 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.

29. 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.

30. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date 1/7/9

ACCEPTED:
HR&A ADVISORS, INC.

By:

Title: President

Date: 12/30/08

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE ADVISORY SERVICES ON A "CALL-IN" BASIS DURING 2008-2010

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Authority engages in a wide variety of real estate activities, including property dispositions and acquisitions, ground leases, space leases (both as lessor and lessee), and economic development programs in partnership with public and/or private sector organizations. From time to time, the Authority encounters opportunities for real estate transactions whose complexity and importance necessitate the use of expert advisory services from outside the agency.

II. SCOPE OF WORK

The services of the Consultant shall consist of providing expert professional real estate advisory services to include but not be limited to market analysis, development planning, and advisory services in regard to real estate transactions, leasing and property management, strategic planning, economic development, and related appraisal services.

The Consultant typically shall be requested to prepare draft and final reports documenting its findings and recommendations. Final reports shall incorporate Authority comments.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Market analyses – Analyze commercial, industrial and residential real estate markets from regional, metropolitan area and neighborhood perspectives. Analyses might include studies of specialized real estate markets (e.g., airport and maritime port properties) reflecting the various businesses of the Authority.
- B. Development planning – Assess the development potential of individual properties, with due consideration to marketing, zoning and public policy opportunities and constraints.

Assessments might include physical development concepts and feasibility analyses including development budgets and financial pro-formas.

- C. Advice on specific transactions and relationships – Advise on negotiating and structuring specific transactions and relationships with tenants, developers and other potential business partners, including municipalities and other public sector entities.
- D. Leasing and management/operational services – Advise on leasing and marketing strategies for retail, office and industrial space as well as on property management issues. Services might include retail planning and performance analyses and tenant mix studies.
- E. Strategic planning – Provide guidance on how the Authority may realize maximum value from its real estate holdings consistent with its many responsibilities as a bi-state, public agency. Tasks could include space needs planning and lease/buy analyses.
- F. Economic development analyses – Analyze and advise on real estate-related issues in economic development policy, including the potential effectiveness of credit programs and tax incentives in spurring development projects, project financing and implementation strategies, and the economic and fiscal impact of real estate development projects.
- G. Appraisal services – Provide property valuations in conjunction with any of the above services.

* * *



99 Hudson Street, 3rd Floor, New York, NY 10013-1813
 T: 212-907-3597 | F: 212-907-6200 | www.hraadvisors.com

**PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE ADVISORY SERVICES
 ON A "CALL-IN" BASIS DURING 2009-2010 (RFP# 16316)**

HR&A Billing Rate Schedule

Name	Title	Billing Rate / Hour
John Alschuler	Partner	\$380
Candace Damon	Partner	\$380
James Lima	Partner	\$380
Eric Rothman	Partner	\$380
Sean Neill	Principal	\$310
Jamie Springer	Principal	\$310
Ronda Wist	Principal	\$310
Perry Chen	Director	\$285
Cary Hirschstein	Director	\$285
Sophia Koven	Director	\$285
Elena Alschuler	Senior Analyst	\$195
Carrie-Ann Ferraro	Senior Analyst	\$195
Daniel Fuchs	Senior Analyst	\$195
Caroline McCarthy	Senior Analyst	\$195
David Rozan	Senior Analyst	\$195
Alicia Thomas	Senior Analyst	\$195
Karina Totah	Senior Analyst	\$195
Sarah Dunn	Analyst	\$143
Molly Quirk	Analyst	\$143
Jorge Rios	Analyst	\$143

* Please refer to Attachment C – Billing Rate Schedule for subcontractor hourly rates.

OK
 P. Guco

PA Agreement
DEV-11-059



99 Hudson Street, 3rd Floor, New York, NY 10013-2815
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**PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE ADVISORY SERVICES
ON A "CALL-IN" BASIS DURING 2011-2012 (RFP# 16316)**

HR&A Billing Rate Schedule

Name	Title	Billing Rate / Hour
John Alschuler	Partner	\$380
Shuprotim Bhaumik	Partner	\$380
Kate Coburn	Partner	\$380
Candace Damon	Partner	\$380
James Lima	Partner	\$380
Eric Rothman	Partner	\$380
Paul Silvern	Partner	\$380
Jamie Springer	Partner	\$380
Carl Weisbrod	Partner	\$380
Kate Collignon	Principal	\$310
Cary Hirschstein	Principal	\$310
Carrie-Ann Broder	Director	\$285
Daniel Fuchs	Senior Analyst	\$195
Garrett Karam	Senior Analyst	\$195
Kumar Kintala	Senior Analyst	\$195
Caroline McCarthy	Senior Analyst	\$195
Molly Quirk	Senior Analyst	\$195
Andrea Wong-Miller	Senior Analyst	\$195
David Yeskel	Senior Analyst	\$195
Dara Goldberg	Analyst	\$143
Elissa Hoagland	Analyst	\$143
Matt Linakis	Analyst	\$143
Alex Stokes	Analyst	\$143
Max Zarin	Analyst	\$143
Sarah Dunn	Administrative	\$100
Tatiana Hodapp	Administrative	\$100
Jessica Jauw	Administrative	\$100

* Please refer to Attachment C – Billing Rate Schedule for subcontractor hourly rates.

J. Del...
3/17/11



CENTENNIAL CELEBRATION

49 Washington Street
Newark, NJ 07102-3176

newarkmuseum.org

W-11

973.596.6550

TEL

973.642.0459

FAX

711

TTY

July 29, 2009

Mr. Michael B. Francois
Chief, Real Estate and Development
Port Authority of New York and New Jersey
225 Park Ave, 19th Floor
New York, New York

Re: Application to the Port Authority's Local Assistance Program Fund

Dear Mr. Francois,

I am writing to request assistance from the Port Authority of New York and New Jersey in the Newark Museum's efforts to acquire a secure, climate controlled collections storage facility for its world-class, multi-faceted collection of art objects.

The global collections of the Newark Museum, held in trust for the citizens of New Jersey and scholars world-wide, are irreplaceable and valued in excess of \$1 billion. These collections are in jeopardy due to compromised and outdated below grade storage conditions. The purpose of this request to the Local Assistance Program Fund is to retain the services of an Architect skilled in the programming and design of art collections storage to begin the design process for construction of a new facility. In particular, the scope of the Architect's work (working in coordination with the Museum's management, Registrar and curatorial staff) is to include:

1. Develop a Program of Uses to guide the design of the new collections facility;
2. Prepare an Adjacency and Stacking Plan for the facility;
3. Prepare a prototypical Conceptual Design for the facility; and,
4. Prepare a Conceptual Construction Cost Estimate for the facility.

We believe the Museum's efforts are consistent with the mission of the Port Authority and its Local Assistance Program. We request funding in the amount of \$100,000.

I look forward to discussing the overall project and this particular scope of services in further detail.

Sincerely,

Meme Omogbai
Chief Operating Officer

Cc: Susan Baer, Deputy Director, Aviation Department, Port Authority of New York & New Jersey
Susan Bass Levin, Deputy Director, Port Authority of New York & New Jersey
Tina Lado, Director, Government and Community Affairs, Port of New York & New Jersey
Arlene Lieberman, Board Chair, Newark Museum
Mary Sue Sweeney Price, Director, Newark Museum



THE PORT AUTHORITY OF NY & NJ

Engineering Department

April 20, 2010

Wank Adams Slavin Associates, LLP
740 Broadway
New York, New York 10003

ATTENTION: Joseph Copolla, AIA

SUBJECT: Newark Museum – Ward Carriage House

REFERENCE: Performance of Expert Professional Architectural "Historic Preservation Services", as requested on a "Call-In" Baiss During 2008, 2009 AND 2010 / Agreement # 415-10-134 (E-1)
Charge Code No: S83-591.029
PA Purchase Order No: 4900005599

Dear Ms. Jerome:

Subject to the terms and conditions of the referenced Agreement between the Port Authority of New York & New Jersey and Wank Adams Slavin Associates, LLP, dated October 26, 2009, your fee proposal for the subject project as indicated in your letter, dated March 5, 2010, is hereby approved.

The total compensation for the work outlined therein shall not exceed \$ 65,000.00. This includes the sum of \$ 2,000.00 to cover the cost of reimbursable expenses. The work generally consists of providing design services as outlined in your letter. Verbal approval to start was given on April 12, 2010.

Your attention is directed to Paragraph 3 of the referenced Agreement wherein it is stated that you shall not continue to render services hereunder beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Jack Riffle, 2 Gateway Center, Newark, New Jersey 07102, telephone (973)565-7813, to act as Project Manager.

Very truly yours,

Donald Fram, FAIA
Chief Architect

Cc: J. Pessar, J. Timkee, file

*Two Gateway Center
Newark, NJ 07102*



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #415-08-134
January 4, 2008

Andrea Roitman
Director, Procurement Department

Wank Adams Slavin Associates LLP
740 Broadway
New York, NY 10003

Attention: Pamela Jerome, AIA, Partner

**SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL HISTORIC PRESERVATION SERVICES AS
REQUESTED ON A "CALL-IN" BASIS DURING 2008**

Dear Ms. Jerome:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Wank Adams Slavin Associates LLP (hereinafter referred to as "the Consultant" or "you") to provide expert professional historic preservation services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2008.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for each of the following two years (2009, 2010). Said agreement(s) shall be identical to this agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

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

This agreement shall be signed by you, and the Director of Procurement. As used herein "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 Donald Fram, Chief Architect, to act as his duly authorized representative. The Project Manager for this project is Robert Eisenstat, tel. 973-565-7555.

2. 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.

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief Engineer for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Chief Engineer in writing to proceed shall effectuate the performance of services under this

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Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief Engineer and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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

5. 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 Integraph's "Microstation" software or as directed by the Engineer prior to the performance of specific services and shall be submitted to the Authority on compact discs, 3.5" floppy diskettes, or as otherwise required.

6. 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 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 the said items are not in accordance with the requirements of this Agreement and sound engineering principles. 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 his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with sound engineering principles.

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



8. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraphs 3 and 4 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and D hereunder.

A. For work performed at the Consultant's offices, the Consultant shall be compensated at an amount equal to 2.52 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant shall be compensated at an amount equal to 2.15 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services, that are former Port Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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



be applicable under this agreement shall therefore in all cases be finally determined by the Chief Engineer or their designee, in their sole and absolute discretion.

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

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to 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 \$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. An amount equal to the 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. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, 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 expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems,



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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

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

General Services Administration (GSA) Rates:

Domestic Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC.&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

Non-Contiguous US (Hawaii, Guam, etc) Dept of Defense Website:

<http://www.state.gov/m/a/als/prdm/>

Foreign Per Diem Rates at Dept of State Website:

<http://www.state.gov/m/a/als/prdm/c16476.htm>

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

E. As used herein:

"Port District" shall mean that area located within a radius of 25 miles from the Statue of Liberty.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant for time actually spent directly in the



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

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

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

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

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

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



may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

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

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

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

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



is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

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

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

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

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



corporation, 51 percent of the stock of which is owned by one or more women: and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

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

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

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

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

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

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

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

21. NOTIFICATION OF SECURITY REQUIREMENTS

The Port Authority of New York & New Jersey has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit



history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;

- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.
- The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

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

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

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

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

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

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



governmental nature of the Authority or the provisions of any 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.

23. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

- 1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$2,000,000 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 \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and Port Authority Trans Hudson Corp (PATH) as an additional insured and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability



policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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



C. Professional Liability Insurance:

Not less than \$2 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

- 1) Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
- 2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority and/or PATH as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Contract.

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

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;



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

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

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

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

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), 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; and

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.

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters.



In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

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

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

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

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

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

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



Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

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

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

In 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).

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

28. 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 a 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 a 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 a agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the



Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf on 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.

29. DEFINITIONS

As used in sections 24 to 28 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.

30. 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.

31. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Andrea Roitman
Director, Procurement Department

Date 01,23,08

ACCEPTED:
WANK ADAMS SLAVIN ASSOCIATES LLP

By:

Title: SR. MANAGING PARTNER

Date: 1/9/08



THE PORT AUTHORITY OF NY & NJ

P. A. Agreement # 415-09-134
November 19, 2008

Wank Adams Slavin Associates LLP
740 Broadway
New York, NY 10002

Lillian D. Valenti
Director, Procurement

CONFORMED

Attention: Pamela Jerome, AIA, Partner

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL HISTORIC
PRESERVATION SERVICES ON A "CALL-IN" BASIS DURING 2009**

Ref.: P.A. Agreement # 415-08-134

Dear Ms. Jerome:

The Port Authority of New York and New Jersey is pleased to inform you that you have been approved for performance of the subject services through 2009. All terms and conditions for performance of said services shall be as provided in the above referenced agreement except as follows:

1. The new agreement shall be numbered as "PA Agreement # 415-09-134".
2. On page 15, at the end of paragraph F, . . . "in connection with this Agreement." Skip one line and insert the following clause: "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 Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract."
3. On Page 15, after the paragraph (not numbered) starting with "In any case . . ." and ending with ". . . for its uncertainty," insert the following:

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

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

Please indicate your acceptance by signing both original copies of this agreement (this letter) in the lower left-hand corner and returning one original to Isabel Amado, Principal Contract Specialist, The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010.

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427



If you have any questions relating to this extension, please direct them to Isabel Amado at (212) 435-3935 or by email at: iamado@panynj.gov.

By signing this agreement you hereby affirm your certification under paragraphs 24 and 25 of the subject agreement.

Sincerely yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department.

ACCEPTED:

WANK ADAMS SLAVIN ASSOCIATES LLP

By: Pamela Jerome
Title: Partner - Pamela Jerome
Date: 11-25-08



CONFORMED

THE PORT AUTHORITY OF NY & NJ

P.A. AGREEMENT #415-10-134
October 26, 2009

Lillian D. Valenti
Director, Procurement

Wank Adams Slavin Associates LLP
740 Broadway
New York, NY 10002

Attention: Pamela Jerome, AIA, Partner

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL HISTORIC
PRESERVATION SERVICES AS REQUESTED ON A "CALL-IN" BASIS
DURING 2010.**

Reference: P.A. Agreement #415-09-134

Dear Ms. Jerome:

The Port Authority of New York and New Jersey is pleased to inform you that you have been approved for performance of the subject services through 2010. All terms and conditions for performance of said services shall be as provided in the above referenced agreement except that the new agreement shall be numbered as "PA Agreement #415-10-134".

Please indicate your acceptance by signing both original copies of this agreement (this letter) and returning them to Isabel Amado, Principal Contract Specialist, The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions relating to this extension, please direct them to Ms. Amado at (212) 435-3935 or by email at: [iamado@panynj.gov](mailto:i.amado@panynj.gov).

By signing this agreement you hereby affirm your certification under paragraphs 24 and 25 of the subject agreement.

Sincerely yours,

ACCEPTED:

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Wank Adams Slavin Associates LLP

By: Pamela Jerome

Lillian D. Valenti
Director
Procurement Department

Title: PARTNER

Date: 10/27/09

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427



City of Perth Amboy

Wilda Diaz, Mayor

November 15, 2010

Bill Baroni
Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003

Dear Mr. Baroni:

This is an exciting time in the City of Perth Amboy. We have recently completed numerous multi-million dollar redevelopment projects and are on the verge of recognizing new opportunities. We are seeking your assistance with the development and market analysis for a specific area of the City, namely East Redevelopment Area 2.

To provide a background, this area is located on the eastern boundary of the city, along the Arthur Kill. Designated as the Landings at Harborside Redevelopment Project in June of 2000, the site encompasses approximately 50 acres along the waterfront, with beautiful views and deep water access. The original redevelopment plans for the area included approximately:

- 200 Georgetown Brownstone townhomes;
- 1600 Low Rise Residential Units;
- 300 Mid-Rise Residential and Terrace Homes with Mix of commercial/retail;
- A 300 room hotel with catering;
- 150,000 square feet retail (including international market);
- 3 Parks;
- Cultural Arts Center;
- a Public Marina; and
- Continuation of the City's Waterfront Promenade.

Since the original designation as Landings at Harborside, the redevelopment plans have seen a number of revisions to the design. Two midrise mixed-use buildings (the Admiral and the Bayview) have been constructed and the waterfront bulk heading has been started. However, due to the turn in the economy, environmental hurdles and permitting concerns the project has stalled. Future proposed plans for the site include mixed-use residential/retail and recreational (public marina, waterfront promenade). As a result, we are currently in the process of re-evaluating the future of the redevelopment of the site and are in need of a formal Market Study and Design Analysis.

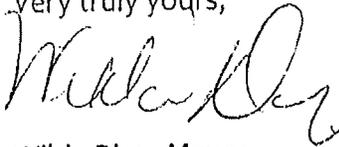
Bill Baroni
November 16, 2010
Page 2

In summary, we are requesting your financial support in the amount of \$70,000.00 in order to engage professional consulting services that will assist the city with the Market Study and Design Analysis. We also invite you to participate in this process as we view you as an important stakeholder in Perth Amboy's future.

While Perth Amboy is a community of great needs, we are also a community with substantial undeveloped assets. A moderate investment such as this will provide the impetus we need for an economic turnaround in East Redevelopment Area 2.

If you have any questions please contact Helga van Eckert at (732) 826-0290 ext 4014

Very truly yours,

A handwritten signature in black ink, appearing to read "Wilda Diaz". The signature is fluid and cursive, with a large initial "W" and a long, sweeping tail.

Wilda Diaz, Mayor

cc: Terriann Moore-Abrams, Esq.
Helga van Eckert

FILE: PORT AUTHORITY GRANT 2
"LANDINGS"

THE PORT AUTHORITY OF NY & NJ

Francis A. DiMola
Director, Real Estate Services Department

December 28, 2010

Wilda Diaz
Mayor, City of Perth Amboy
260 High Street
Perth Amboy, NJ 08861

Mayor Diaz:

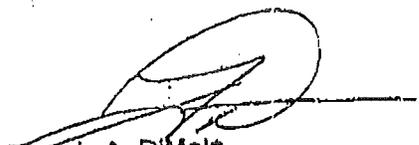
I am writing in response to your November 15, 2010, letter to Deputy Executive Director Bill Baroni requesting the Port Authority of New York and New Jersey's assistance with the development and market analysis for East Redevelopment Area 2 in the City of Perth Amboy. The Port Authority is pleased to offer our support for this project.

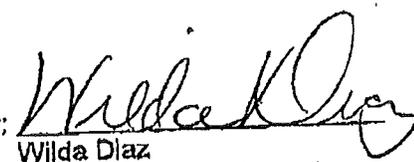
Port Authority's Real Estate Services Department will utilize our Real Estate Advisors list of Call-In Consultants for performance of a formal Market Study and Design Analysis to be used by the City of Perth Amboy in determining the development potential of the designated 50-acre Redevelopment site. The services of the Consultant shall consist of providing real estate, market, and economic analysis to supply the foundation for effective land use, real estate and economic development planning for East Redevelopment Area 2.

The task order will not exceed \$70,000.

Upon your concurrence of this letter, the Port Authority will work with your municipality to prepare a Scope of Work and will issue the Request for Proposals to our Real Estate Advisors call-in list.

Regards,


Francis A. DiMola
Director, Real Estate Services Department

Concur: 
Wilda Diaz
Mayor, City of Perth Amboy

cc: Michael Ambrosio
Bill Baroni
Michael Francois
Terrlann Moore-Abrams
Gretchen Minneman
Helga van Eckert

225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212 435 6658 F: 212 435 6560
fdimola@panynj.gov

THE PORT AUTHORITY OF NY & NJ

September 16, 2011

Helga van Eckert
Executive Director
Office of Economic/Community Development
City of Perth Amboy
260 High Street
Perth Amboy, NJ 08861

Ms. van Eckert:

This letter is to confirm the Port Authority of New York and New Jersey retained the services of HR&A Advisors to perform the Economic Growth Strategy for the City of Perth Amboy, New Jersey. HR&A was awarded the task order via a letter dated July 19, 2011 (attached). The cost of the services paid for by the Port Authority shall not exceed \$78,500.

Should you have any questions or concerns regarding this award, please contact me at 212.435.6588 or gminneman@panynj.gov.

Regards,



Gretchen Minneman, AICP

Cc: T. Moore-Abrams

Attachments

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212.435.6588*

THE PORT AUTHORITY OF NY & NJ

July 19, 2011

Eric Rothman
President
HR&A Advisors, Inc.
99 Hudson Street, 3rd Floor
New York, N.Y. 10013

Dear Mr. Rothman:

This is to confirm that the Port Authority wishes to employ the services of HR&A Advisors for the Economic Growth Strategy for the City of Perth Amboy, New Jersey, per your proposal of May 26, 2011 and subsequent memo on June 28, 2011. HR&A will perform this work under the terms of your contract with the Port Authority, #DEV-11-059, for Real Estate Advisory Services on a Call-In Basis.

My colleagues and I look forward to working with you on this very important project.

Regards,


Gretchen Miniheman

cc: T. Moore-Abrams
C. McCarthy (HR&A)

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212.435.6588*



THE PORT AUTHORITY OF NY & NJ

February 16, 2011

HR&A Advisors, Inc.
99 Hudson Street, 3rd Floor
New York, NY 10013

Attention: Eric Rothman, President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE
ADVISORY SERVICES AS REQUESTED ON A "CALL-IN" BASIS
DURING 2011 – 2012 (P.A. AGREEMENT #DEV-11-059)**

Dear Mr. Rothman:

I am pleased to inform you that your firm has been selected for performance of the subject services.

Transmitted herewith are two copies of the Authority's standard agreement and Non-Disclosure and Confidentiality Agreement (Exhibit 1 of the RFP packet). Please sign both original copies and return them to The Port Authority of New York and New Jersey, Attention: Ms. Kim Payne, Senior Contract Specialist, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions regarding the above, please contact Ms. Payne at kpayne@panynj.gov or (212) 435-3977.

Sincerely,

Tim Volonakis
Manager
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure

One Madison Avenue, 7th Floor
New York, NY 10010
(212) 435-3977



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #DEV-11-059
February 16, 2011

Lillian D. Valenti
Director, Procurement

HR&A Advisors, Inc.
99 Hudson Street, 3rd Floor
New York, NY 10013

CONFORMED

Attention: Eric Rothman, President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE
ADVISORY SERVICES AS REQUESTED ON A "CALL-IN" BASIS
DURING 2011 - 2012**

Dear Mr. Rothman:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain HR&A Advisors, Inc. (hereinafter referred to as "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2011 - 2012.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for performance of said services for each of the following two (2) years (2013, 2014), in which case such new agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted at least 30 days prior to the end of the current term.

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

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

For the purpose of administering this Agreement, the Director has designated Jerry Delfufo, Assistant Director, to act as his duly authorized representative. The Project Manager for this project is Gretchen Minneman, at (212) 435-6588, or e-mail address gminneman@panynj.gov.

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

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the

One Madison Avenue, 7th Floor
New York, NY 10010
Tel: 212 358-427

Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which they are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder (including reimbursable expenses) reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraphs 3 and 6

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

A. An amount equal to the actual hourly billing rate billed by you for professional and technical personnel times the total number of hours actually spent by said personnel in the performance of services hereunder. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Clearly indicate if any of the employees, proposed by you to perform the requested services, are former Authority employees. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed. The Authority reserves the right of approval of all personnel and billing rates for said personnel performing services under this Agreement. For compensation purposes under this Agreement, no such salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, other professional or technical employees for time actually spent by them in the performance of services hereunder when such

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

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

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

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

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

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

General Services Administration (GSA) Domestic Rates:

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

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

E. As used herein:

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

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

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

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

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

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

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

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

13. 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.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate,

payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

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

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

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

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

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

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

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

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

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

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

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

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

20. NOTIFICATION OF SECURITY REQUIREMENTS

A. The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

B. Confidential information shall mean all information disclosed to Consultant or Consultant's employees which relates to the Authority's past, present, and future research, development and business activities including, but not limited, to software and documentation

licensed to the Authority or proprietary to the Authority. Confidential information shall also mean any other tangible or intangible information or materials including, but not limited, to computer identification numbers, access codes, passwords, and reports obtained during the performance of Consultant's services under this Agreement. Consultant shall hold all such confidential information in trust and confidence for the Authority, and agrees that Consultant and its employees, agents and representatives will not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. Consultant and its employees, agents and representatives shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. Consultant and its employees, agents and representatives shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder.

Additional obligations with respect to confidentiality and document security are set forth in a Non-Disclosure and Confidentiality Agreement, between the Authority and Consultant (the "Confidentiality Agreement"; Exhibit I). Consultant hereby agrees to execute the Confidentiality Agreement.

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

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

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

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

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

The Consultant shall indemnify the Authority against all claims described in subparagraphs B, C and D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim

described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues respecting suits against the Authority, such defense to be at the Consultant's cost.

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

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

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

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

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as additional insureds and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30)

days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

- a) If the services of the Consultant require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
- b) Endorsement to eliminate any exclusions applying to explosion, collapse and underground property damage.
- 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.

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

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. 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, including but not limited to the 30 day cancellation notice and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

1) 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.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

23. 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;

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;

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

I. been organized in or controlled from a country which is subject to any of the following: (i) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (ii) the International Emergency Economic Powers Act of 1976, 50 U.S.C. § 1701, et seq., as amended; and (iii) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405, as amended;

J. been and does not engage in any dealings or transactions or is blocked or subject to blocking pursuant to Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), or is otherwise associated with any such Person in any manner violative of the Executive Order or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (J);

K. been and is not on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order ("OFAC") and/or with whom the Landlord is restricted from doing business with under OFAC or under any statute, executive order, or other governmental action or any State or City of New York or the State of New Jersey statutes, codes, regulations, orders or other governmental action relating to activities referenced in this clause (K); and

L. been and is not involved or has been involved in a material litigation or similar proceeding adverse to the Authority or any subsidiary thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in subsection G, above, 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 individual named in the RFP for the receipt of Proposer's questions). 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 may result in administrative sanctions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may

exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of award of this Agreement 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.

25. 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.

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

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

behalf of the Authority, whether or not such duties are related to this Agreement or any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

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

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

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

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

27. CONFLICT OF INTEREST

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

Consultant of the Authority, and if the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or if a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 23 to 27 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.

29. 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.

30. No Commissioner, Director, officer, agent or employee of the Authority (or any of its subsidiaries) 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.

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

Very truly yours,
THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



Lilian D. Valenti
Director
Procurement Department

Date 3/22/11

ACCEPTED:

HR&A ADVISORS, INC.

By: 

Title: PRESIDENT

Date: 2/22/2011

8



Analyze. Advise. Act.

99 Hudson Street, 3rd Floor, New York, NY 10013-2815
T: 212-977-5597 | F: 212-977-6202 | www.hraadvisors.com

PA Agreement
DEV-11-059

**PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE ADVISORY SERVICES
ON A "CALL-IN" BASIS DURING 2011-2012 (RFP# 16316)**

HR&A Billing Rate Schedule

Name	Title	Billing Rate / Hour
John Alschuler	Partner	\$380
Shuprotim Bhaumik	Partner	\$380
Kate Coburn	Partner	\$380
Candace Damon	Partner	\$380
James Lima	Partner	\$380
Eric Rothman	Partner	\$380
Paul Silvern	Partner	\$380
Jamie Springer	Partner	\$380
Carl Welsbrod	Partner	\$380
Kate Collignon	Principal	\$310
Cary Hirschstein	Principal	\$310
Carrie-Ann Broder	Director	\$285
Daniel Fuchs	Senior Analyst	\$195
Garrett Karam	Senior Analyst	\$195
Kumar Kintala	Senior Analyst	\$195
Caroline McCarthy	Senior Analyst	\$195
Molly Quirk	Senior Analyst	\$195
Andrea Wong-Miller	Senior Analyst	\$195
David Yeskel	Senior Analyst	\$195
Dara Goldberg	Analyst	\$143
Elissa Hoagland	Analyst	\$143
Matt Linakis	Analyst	\$143
Alex Stokes	Analyst	\$143
Max Zarin	Analyst	\$143

HR&A Advisors, Inc. | New York | Los Angeles

J. DeLuca
3/17/11

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL REAL ESTATE ADVISORY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2011 - 2012

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers), and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

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

The Authority engages in a wide variety of real estate activities, including property dispositions and acquisitions, ground leases, space leases (both as lessor and lessee), and economic development programs in partnership with public and/or private sector organizations. From time to time, the Authority encounters opportunities for real estate transactions whose complexity and importance necessitate the use of expert advisory services from outside the agency.

II. SCOPE OF WORK

Consultant shall provide the services required hereunder to the Authority and any of its subsidiaries as required by the Authority.

The services of the Consultant shall consist of providing expert professional real estate advisory services as they pertain to, but are not limited to: market analysis, development planning, real estate transactions, leasing and property management, strategic planning, and economic development. Said services shall include preparing draft and final reports as required to document findings and recommendations, typically incorporating Authority comments.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Market Analyses – Analyze commercial, industrial and residential real estate markets from regional, metropolitan area and neighborhood perspectives. Analyses might include studies of specialized real estate markets (e.g., airports and maritime port properties) reflecting the various businesses of the Authority.
- B. Development Planning – Assess the development potential of individual properties, with due consideration to marketing, zoning, and public policy opportunities and constraints. Assessments might include physical development concepts and feasibility analyses including development budgets and financial pro-formas.
- C. Provide Expert Advice –
 - 1. Advise on negotiating and structuring specific transactions and relationships with tenants, developers and other potential business partners, including municipalities and other private and public sector entities.
 - 2. Advise on leasing and marketing strategies for retail, office and industrial space as well as on property management issues. Services might include retail planning and performance analyses and tenant mix studies.
 - 3. Advise on potential impact of governmental laws, ordinances, rules, regulations, codes and orders etc.
- D. Strategic Planning – Provide guidance on how the Authority may realize maximum value from its real estate holdings consistent with its many responsibilities as a bi-state public agency. Tasks could include space needs planning and lease/buy analyses.
- E. Economic Development Analyses – Analyze and advise on real estate-related issues in economic development policy, including the potential effectiveness of credit programs and tax incentives in spurring development projects, project financing and implementation strategies, and the economic and fiscal impact of real estate development projects.
- F. Appraisal Services – Provide property valuations in conjunction with any of the above services.

IV. CONDITIONS AND PRECAUTIONS

A. General

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

Vehicular and/or pedestrian traffic shall have priority over any and all of the Consultant's operations.

B. Work Areas

The Consultant shall limit site visits to the area necessary for the performance of such inspection and shall not interfere with the operation of the Authority-owned facility without first obtaining specific approval from the Project Manager.

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

C. Work Hours

The Consultant shall coordinate his work at the site(s) with the Project Manager.

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

* * *

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

HR&A ADVISORS, INC.

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this 31st day of October, 2011, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and **HR&A ADVISORS, INC.** having an office and place of business at 164 West 57th St, New York, NY 10019 ("Recipient").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with performance of expert professional real estate advisory services as requested on a "call-in" basis (insert description of project/work) (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "Parties") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures

implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **"Confidential Privileged Information"** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **"Confidential Proprietary Information"** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **"Confidentiality Control Procedures"** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **"Critical Infrastructure Information"** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) **"Information"** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **"Limited Access Safety and Security Information"** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities,

systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **"Port Authority Handbook"** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **"Project Purposes"** means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **"Sensitive Security Information"** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority: Gretchen Minneman
The Port Authority of New York and New Jersey
Development Department
225 Park Avenue South, 19th Floor
New York, NY 10003

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law
DISO

If to the Recipient: Gretchen Minneman, President
140 W. Adams St.
225 Park Avenue South, 19th Floor
New York, NY 10003

with a copy to: _____

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

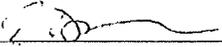
14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or

because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: 

Print Name: ERIC ROTHMAN

Title: PRESIDENT

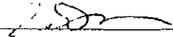
Date: 2/22/2011

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Eric Rothman ("Related Party"), am employed as a(n) President by H&A Advisors, Inc.. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between H&A Advisors, Inc. (the "Recipient") and The Port Authority of New York and New Jersey (the "Port Authority") dated February 22, 2011 (hereinafter the "Agreement"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with _____, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: 
Print Name: Eric Rothman
Date: 2/22/2011

THE PORT AUTHORITY OF NY & NJ

October 15, 2013

Mayor David Amlen
Office of the Mayor
Municipal Building
100 Mountain Avenue
Springfield, New Jersey 07081

Re: Port Authority's Local Assistance Program (LAP)

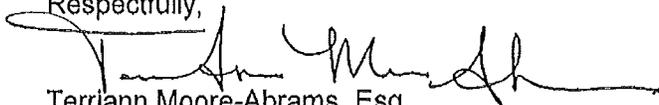
Dear Mayor Amlen,

Congratulations! The Township of Springfield has been selected to participate in the Port Authority's 2013 Local Assistance Program (LAP). The LAP Committee looks forward to working with you and the Township of Springfield to provide a Master Plan Re-Examination that includes a Traffic Study for Morris Avenue and a Green Building and Environmental Sustainability Element (GBESE) for the Township.

The Port Authority's Real Estate Services Department will utilize its Urban Planning list of call-in consultants for the Master Plan Re-Examination. Upon completion of the study, the Consultant shall be required to provide and present a written report documenting the Master Plan Re-Examination and corresponding Master Plan elements. The task order will not exceed \$60,000.

You must sign and return this award letter to Terriann Moore-Abrams within seven (7) business days from the date listed at the top of this award letter. Upon your concurrence of this letter, the Port Authority will issue the Request for Proposals to our Urban Planning call-in consultants.

Respectfully,



Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
Email: tmabrams@panynj.gov
212-435-6530
(f) 212-435-6560

Accepted and Agreed:



David Amlen
Mayor, Township of Springfield

CC: File

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212-435-7000*

THE PORT AUTHORITY OF NY & NJ

December 10, 2013

Paul A. Phillips, AICP, PP
Managing Principal
Phillips Preiss Grygiel, Inc.
33-41 Newark Street
Third Floor, Suite D
Hoboken, New Jersey 07030

Subject: Master Plan Reexamination, Springfield, New Jersey

Dear Mr. Phillips;

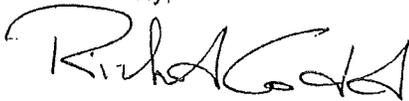
Pursuant to our RFP process, the Real Estate Services Department Selection Committee is pleased to inform you that the Port Authority of New York and New Jersey has chosen your firm to perform the task order as described in our Scope of Work.

Please contact me at 212-435-7725 or rcodd@panynj.gov. I will serve as your Port Authority contact for this project, coordinating the kick-off meeting, exchange of materials and organizing all PA staff and stakeholder meetings to support PPG for this study.

I have a number of accounting and project codes to exchange with your office. Please have someone from your staff contact me to coordinate the invoice procedure.

I look forward to working with you on this project.

Sincerely,



Richard Codd
Manager, Special Projects

Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003

THE PORT AUTHORITY OF NY & NJ

December 17, 2013

Honorable David Amlen
Office of the Mayor
Municipal Building
100 Mountain Avenue
Springfield, New Jersey 07081

Re: Port Authority's Local Assistance Program (LAP)

Dear Mayor Amlen,

Pursuant to our RFP process, the Real Estate Services Department Selection Committee are delighted to inform you that the Port Authority of New York and New Jersey has chosen Phillips Preiss Grygiel to produce a Master Plan Reexamination Report along with a Green Building and Environmental Sustainability Element (GBESE) and Traffic Study for Morris Avenue for the Township of Springfield. This project is being done through the Port Authority's Local Assistance Program (LAP).

Richard Codd will serve as your Port Authority contact for this task order. The Consultant's project team and Mr. Codd will be in touch with you to coordinate the project kick-off meeting in which stakeholders will exchange material(s) and pertinent information, and discuss matters such as the project schedule.

The Port Authority looks forward to working with you as this project moves forward.

Respectfully,



Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
Email: tmabrams@panynj.gov
212-435-6530
(f) 212-435-6560

CC: Anthony Cancro, Township Administrator

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
T: 212-435-7000*



Township of Springfield

COUNTY OF UNION
STATE OF NEW JERSEY
ESTABLISHED APRIL 14, 1794

OFFICE OF THE MAYOR
ziad.shehady@springfield-nj.us
(973) 912-2200

MUNICIPAL BUILDING
100 MOUNTAIN AVENUE
SPRINGFIELD, NEW JERSEY 07081

June 5, 2012

Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
The Port Authority of NY & NJ
Real Estate Services Department
225 Park Ave South – 19th Floor
New York, NY 10003

Dear Mrs. Moore-Abrams:

This is a follow up to our May 17, 2012 meeting about the Authority's Local Assistance Program. I want to thank you for taking the time to explain the program in detail to the Township Administrator and me. Based on our meeting and the Township's needs, we are requesting the Authority consider consulting services to do a Master Plan Re-Examination that includes a critical Traffic Study for Morris Avenue to assist in the redevelopment of the downtown; a top priority for the Township. We also request the Re-Examination include a Sustainability Element to assist us in getting certified by Sustainable New Jersey.

1. Background on Springfield

The Township of Springfield is a beautiful residential community located in Union County, New Jersey with a population of approximately 15,000 and 5.15 square miles in size.

Springfield was formed as a township on April 14, 1794, and was incorporated as one of New Jersey's first 104 townships by an Act of the New Jersey Legislature on February 21, 1798. The extremely critical Battle of Springfield was fought here between the American Continental Army and British forces. Some historical landmarks from the Revolution still stand. The Cannon Ball House built 1741, served as a farmhouse when the British used it as a hospital and today it is museum. Springfield's First Presbyterian Church, which had been burned by the British, was rebuilt, using much of the original structure. It remains at 37 Church Mall to this day. The statue of a Continental Soldier out front is the smallest state park in New Jersey.

New Jersey Monthly magazine ranked Springfield in the Top 100 best places to live in New Jersey in its 2010 rankings of the "Best Places to Live" in New Jersey. In June 2010, Newsweek named Springfield's Jonathan Dayton High School as one of the best high schools in the county – only 6% of all public schools in the U.S. made the list. Springfield is located on the northern edge of Union County. Major highways and roadways conveniently pass through Springfield, including Interstate 78, U.S. Route 22, Route 24, and Route 124, as well as County roads 509 and 577. Newark Liberty International Airport is approximately ten miles east of Springfield. The Township also operates a Jitney service to the Short Hills train in the morning and afternoon/early evening. Whether you are a resident commuting to New York or a business seeking a great location – the Township transportation options are a great asset.

2. Request of the Port Authority Local Assistance Program

The Township of Springfield is requesting a Master Plan Re-examination Report be done consistent with the statutory requirements for the Master Plan established in N.J.S.A. 40:55D-28 (Municipal Land Use Law). At a minimum, in order to establish valid zoning and land development standards, the Master Plan must contain the following:

- 1) A statement of the objectives, principles, assumptions, policies and standards upon which the constituent proposals for the physical, economic and social development of the municipality are based.
- 2) A land use plan element (a) taking into account and stating its relationship to the statement provided for in paragraph (1) hereof, and other master plan elements and natural conditions, including, but not necessarily limited to, topography, soil conditions, water supply, drainage, flood plain areas, marshes, and woodlands; (b) showing the existing and proposed location, extent and intensity of development of land to be used in the future for varying types of residential, commercial, industrial, agricultural, recreational, educational and other public and private purposes or combination of purposes; and stating the relationship thereof to the existing and any proposed plan and zoning ordinance; and (c) showing the existing and proposed location of any airports and the boundaries of any airport safety zones delineated pursuant to the "Air Safety and Zoning Act of 1983," P.L. 1983, c. 260 (C. 6:1-80 et seq.); and (d) including a statement of the standards of population density and development intensity recommended for the municipality.
- 3) A housing plan element pursuant to section 10 of P.L. 1985, c. 222 (C. 52:27D-310), including, but not limited to, residential standards and proposals for the construction and improvement of housing.

We would like the Master Plan to also contain a specific policy statement indicating the relationship of the proposed development of the municipality, as developed in the master plan to (1) the master plans of contiguous municipalities, (2) the master plan of the county in which the municipality is located, (3) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," sections 1 through 12 of P.L. 1985, c. 398 (C. 52:18A-196 et seq.) and (4) the district solid waste management plan required pursuant to the provisions of the "Solid Waste Management Act," P.L. 1970, c. 39 (C. 13:1E-1 et seq.) of the county where the municipality is located. Various other elements for include the circulation element, utility service plan element, community facilities

plan element, recreation plan element, conservation plan element, economic plan element, historic preservation plan element and recycling plan element.

A Re-examination Report is a review of previously adopted Master Plans, amendments and local development regulations to determine whether the ideas and policy guidelines set forth therein are still applicable. Five specific topics are to be considered in the Re-examination Report. These are:

- 40:55D-89a. the major problems and objectives relating to land development in the municipality at the time of the adoption of the last re-examination report.
- 40:55D-89b. the extent to which such problems and objectives have been reduced or have increased subsequent to such date.
- 40:55D-89c. the extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the Master Plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition and recycling of designated recyclable materials, and changes in state, county and municipal policies and objectives.
- 40:55D-89d. the specific changes recommended for the Master Plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.
- 40:55D-89e. the recommendations of the Planning Board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et al.) into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

3. Necessity and Cost of Study

We are requesting the Authority's assistance in this Master Plan Re-Examination due to the lack of in-house expertise and the lack of available funding to undertake this critical task. The Master Plan Re-Examination, Traffic Study and Sustainability Element is essential Springfield's vision for the next 10 years and beyond. The estimate cost of the Re-Examination is \$60,000.

I hope this information meets with your approval. The Township and I appreciate the Port Authority's willingness to help us advance our local economic development needs. Should you require additional information, please do not hesitate to contact me.

Sincerely,

Ziad Andrew Shehady
Mayor



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #DEV-10-051

October 6, 2010

*Lillian D. Valenti
Director, Procurement*

Phillips Preiss Shapiro Associates, Inc.
33-41 Newark Street, Third Fl/Suite D
Hoboken, NJ 07030

CONFORMED

Attention: Paul Phillips, President

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2010

Dear Mr. Phillips:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Phillips Preiss Shapiro Associates, Inc. (hereinafter referred to as "the Consultant" or "you") to provide the subject services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2010.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for performance of said services for each of the following two (2) years (2011, 2012). Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

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

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

For the purpose of administering this Agreement, the Chief has designated Frank DiMola, Director of Real Estate Services Department, to act as his duly authorized representative. The Project Manager for this project is John Tyler, at (212) 435-6516, or e-mail address jtyler@panynj.gov.

2. Your services shall be performed as expeditiously as possible and required by the Chief. Time is of the essence in the performance of all your services under this Agreement.

3. In response to a request for specific services hereunder and prior to the performance of such services, you shall submit in writing to the Chief for approval an estimate of the cost and direction of such services to the Authority. Approval of such cost and direction is required for the Authority to proceed with the performance of such services.

*Lillian D. Valenti
Director, Procurement*

writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services 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 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 in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief. The Chief may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

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

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 6

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

A. The Consultant shall be compensated at an amount equal to 2.26 times the actual salaries paid by you to professional and technical personnel but not partners, principals, for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services that are former Port Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to

be in accordance with the Consultant's normal business practice and have been authorized in advance by the Chief in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

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

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Chief, 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 and computed as follows for the reproduction of submittal drawings, specifications and reports:

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief. If the Consultant chooses to

travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Chief. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:

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

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

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

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

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

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

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

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

11. 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. Such approval may be withheld if for any reason the Chief believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. 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, 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.

13. 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.

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

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

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

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

18. 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. 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.

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

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

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

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

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

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

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

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job

Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

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

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

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

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or

damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

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

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

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include "The Port Authority of NY & NJ and its wholly owned entities" as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

- a) Endorsement to eliminate any exclusions applying to the underground property damage, explosion and collapse hazards (XCU).
- b) Endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- c) Coverage for work within 50 feet of railroad.
- d) If the services of the Consultant require the performance of services airside, the Commercial Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 as provided herein.

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.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief 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 \$2,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy, exclusive of proprietary premium information.

2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority and its wholly owned entities 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 General Manager, Risk Management must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and/or policy.

**23. 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.

**24. 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 individual named in the clause hereof entitled "Consultant's Questions"), 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; and

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in

such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

25. 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.

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

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

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

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

In 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, 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.

27. 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 in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Chief 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 to be no longer appropriate because of such preclusion, then the Chief 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.

28. DEFINITIONS

As used in sections 23 to 27 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.

29. 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.

30. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



Lillian D. Valenti
Director
Procurement Department

Date 11/8/10

ACCEPTED:

PHILLIPS PREISS SHAPIRO ASSOCIATES, INC.

By: 1 P.A. I. [Signature]

Title: Pres.

Date: 11/11/10

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2010

I. BACKGROUND

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

The Authority, is responsible for all leased and owned properties, as well as economic development projects in New York and New Jersey. As an operator of critical regional transportation facilities and owner of properties throughout the Metro NY-NJ performance of urban planning services are required. The services are managed by the Real Estate Services Department.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of the performance of land use studies, site analysis, and evaluation and development of economic development plans for specific projects.

III. DESCRIPTION OF CONSULTANT’S TASKS

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

- A. Zoning Analysis
- B. Existing conditions analysis
- C. Transportation policy analyses and planning services
- D. Urban and regional economics and demographics analysis
- E. Land use planning and urban design, including preparation of conceptual site plans, maps, and graphics.

IV. CONDITIONS AND PRECAUTIONS

A. General

Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

B. Work Areas

The Consultant shall coordinate his work at the site(s) with the Real Estate Services Department assigned designee.

C. Work Hours

1. The Consultant shall perform work at the site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Director.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

* * *

2010 HOURLY BILLING RATES

Paul Phillips, Principal	\$200
Richard Preiss, Principal	\$200
Paul Grygiel, Principal	\$170
Michael Jovishoff, Senior Associate	\$135
Diana Marsh, Senior Urban Designer	\$135
Elizabeth Leheny, Associate	\$110
Matthew Jakubowski, Associate	\$110
Keenan Hughes, Associate	\$110
Rachana Sheth, Designer/Planner	\$85
Kathleen Thielman, Planner	\$85
Elizabeth Jordan, Director of Graphics	\$85
John Richkus, Computer Specialist	\$40
Deborah van Renterghem, Computer Specialist	\$40

JE
11/8/10



Township of Woodbridge

John E. McCormac, CPA, Mayor

Office of the Mayor

John E. McCormac, CPA, Mayor
One Main Street • Woodbridge, New Jersey 07095
Tel: (732) 602-6015 • Fax: (732) 602-6016
Email: wbmayer@twp.woodbridge.nj.us



Woodbridge - Ten Towns, One Community

Hon. Bill Baroni, Deputy Executive Director
Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003

May 16, 2011

Dear Mr. Baroni,

Woodbridge, New Jersey is situated at the confluence of numerous water, rail and roadway links. With 20% of its land area devoted to ongoing transportation, warehouse and manufacturing operations, Woodbridge Township is a major commercial hub in a central geographic location within the Port Authority region.

We wish to prepare architectural plans for the planning and design of the **Pennval Road Green Technology Incubator Park** situated on a redeveloping brownfield site in Woodbridge Township. The Park will house a business incubator, a job training center, research and development facilities and green energy manufacturing and wholesale elements.

We request a **Local Assistance Program grant of \$75,000** to go toward paying the cost of creating architectural plans for the Park, which we anticipate to be \$75,000; the balance of project cost will be paid from our municipal budget.

The Park will promote new, focused business activity and job creation fostering the development of a clean energy/technology business cluster in Woodbridge Township. It will serve as a model for communities across the nation interested in attracting new green technology businesses and creating green technology jobs.

Your help would be greatly appreciated. Please call if you have any questions.

Sincerely,

John E. McCormac, Mayor
Woodbridge Township

THE PORT AUTHORITY OF NY & NJ

February 16, 2012

Paul Bukhurst, ARIBA
Frank Fish, FAICP
Principals
BFJ Planning
115 Fifth Ave.
New York, NY 10003

Dear Sirs:

This is to confirm that the Port Authority of New York and New Jersey will employ the Urban Planning Services of BFJ Planning.

Your task order is to assist the City of Woodbridge and create a Development Plan for the proposed Penval Road Green Technology Park pursuant to your December 11, 2011 proposal. You will perform this work under the terms of a contract with the Port Authority, #DEV-10-045, for Professional Urban Planning Services on a Call-in Basis.

Regards,



Steven A. Cohen

*Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003
212.435.6517
scohen@panynj.gov*

THE PORT AUTHORITY OF NY & NJ

October 25, 2011

Honorable John E. McCormac
Township of Woodbridge
One Main Street
Woodbridge, NJ 07095

Dear Mayor McCormac:

Congratulation! The Township of Woodbridge has been selected to participate in the Port Authority's 2011 Local Assistance Program (LAP). The LAP committee looks forward to working with you and the Township of Woodbridge to provide a marketing plan for the Pennval Road Green Technology Incubator Park project (The Park).

The Port Authority's Real Estate Services Department will utilize its list of call-in consultants for the creation of a marketing plan for The Park. Upon completion of the study, the consultant shall be required to provide and present a draft written report documenting the study findings. The task order will not exceed Fifty-Five Thousand Dollars (\$55,000). All project cost over and above \$55,000 will be paid for by the Township of Woodbridge.

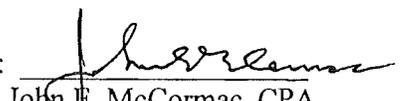
You must sign and return this award letter to the LAP Committee within 30 days from the date listed at the top of this award letter. Upon your concurrence of this letter, the Port Authority will issue the Request for Proposals to our Urban Planning call-in list.

Respectfully,



Terriann Moore-Abrams, Esq.
Assistant Director
Economic Development Programs and Planning
Real Estate and Development Department

Accepted and Agreed:



John E. McCormac, CPA
Mayor, Township of Woodbridge.



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #DEV-10-045

October 6, 2010

*Lillian D. Valenti
Director, Procurement*

BFJ Planning
115 Fifth Avenue
New York, NY 10003

CONFORMED

Attention: Frank Fish, FAICP, Principal

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2010

Dear Mr. Fish:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain BFJ Planning (hereinafter referred to as "the Consultant" or "you") to provide the subject services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2010.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for performance of said services for each of the following two (2) years (2011, 2012). Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

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

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

For the purpose of administering this Agreement, the Chief has designated Frank DiMola, Director of Real Estate Services Department, to act as his duly authorized representative. The Project Manager for this project is John Tyler, at (212) 435-6516, or e-mail address ityler@panynj.gov.

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

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Chief in

*One Madison Avenue, 21st Floor
New York, NY 10017
(212) 435-8121*

writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services 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 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 in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief. The Chief may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

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

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 6

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

A. The Consultant shall be compensated at an amount equal to 2.41 times the actual salaries paid by you to professional and technical personnel but not partners, principals, for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services that are former Port Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to

be in accordance with the Consultant's normal business practice and have been authorized in advance by the Chief in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

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

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Chief, 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 and computed as follows for the reproduction of submittal drawings, specifications and reports:

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief. If the Consultant chooses to

travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Chief. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:

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

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

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

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

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

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

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

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

11. 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. Such approval may be withheld if for any reason the Chief believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. 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, 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.

13. 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.

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

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

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

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

18. 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. 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.

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

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

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

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

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

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

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

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job

Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: 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; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

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

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

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

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or

damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

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

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

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include "The Port Authority of NY & NJ and its wholly owned entities" as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

- a) Endorsement to eliminate any exclusions applying to the underground property damage, explosion and collapse hazards (XCU).
- b) Endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- c) Coverage for work within 50 feet of railroad.
- d) If the services of the Consultant require the performance of services airside, the Commercial Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 as provided herein.

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.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief 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 \$2,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy, exclusive of proprietary premium information.

2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority and its wholly owned entities 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 General Manager, Risk Management must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and/or policy.

23. 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.

24. 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 individual named in the clause hereof entitled "Consultant's Questions"), 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; and

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing

certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

25. 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.

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

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

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

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

In 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, 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.

27. 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 in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Chief 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 to be no longer appropriate because of such preclusion, then the Chief 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.

28. DEFINITIONS

As used in sections 23 to 27 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.

29. 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.

30. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



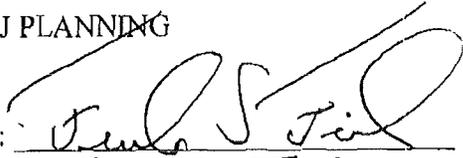
Lillian D. Valenti
Director
Procurement Department

8

Date 11/10/10

ACCEPTED:

BFJ PLANNING

By: 
Frank S. Fish

Title: Principal

Date: 10/25/10

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2010

I. BACKGROUND

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

The Authority, is responsible for all leased and owned properties, as well as economic development projects in New York and New Jersey. As an operator of critical regional transportation facilities and owner of properties throughout the Metro NY-NJ performance of urban planning services are required. The services are managed by the Real Estate Services Department.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of the performance of land use studies, site analysis, and evaluation and development of economic development plans for specific projects.

III. DESCRIPTION OF CONSULTANT’S TASKS

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

- A. Zoning Analysis
- B. Existing conditions analysis
- C. Transportation policy analyses and planning services
- D. Urban and regional economics and demographics analysis
- E. Land use planning and urban design, including preparation of conceptual site plans, maps, and graphics.

IV. CONDITIONS AND PRECAUTIONS

A. General

Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

B. Work Areas

The Consultant shall coordinate his work at the site(s) with the Real Estate Services Department assigned designee.

C. Work Hours

1. The Consultant shall perform work at the site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Director.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

* * *

BFJ Planning

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Paul Buckhurst*	Principal	\$200.00
Frank Fish*	Principal	\$200.00
Georges Jacquemart*	Principal	\$200.00
John West	Senior Consultant	\$115.00
Melissa Kaplan-Macey	Senior Associate	\$48.18
Sarah Yackel	Senior Associate	\$40.37
Alirezo Rabiee	Planner	\$38.92
Todd Okolichany	Planner	\$33.62
Susan Favata*	Planner	\$42.17
Michael Keane	Planner	\$22.38
Noah Levine	Planner	\$22.38
Winnie Liu	Graphic Designer	\$23.00

*Billing rates for principals includes multiplier

JGT
11/10/10

THE PORT AUTHORITY OF NY & NJ

April 16, 2014

CHARGE CODE: 415S83-S83000009
E-CHANGE #ECI -5-1

Engineering Department

Dewberry-Goodkind, Inc./ Dewberry Engineers Inc.
15 East 26th Street, 7th Floor
New York, NY 10010-1505

Attention: Ted St. Germain, P.E.

RE: EXPERT PROFESSIONAL SERVICES FOR PERFORMANCE OF STRUCTURAL
ENGINEERING SERVICES (BUILDINGS) ON A "CALL-IN" BASIS DURING 2013,
AGREEMENT #41 5-13-122

Subject: **ECI-5-1 (P.O. #4900009530) – Storm Preparedness Stage I Services for South
Brooklyn Industrial District**

Dear Mr. St. Germain:

Subject to the terms and conditions of the referenced Agreement between the Port Authority of New York and New Jersey and Dewberry-Goodkind, Inc. dated January 24, 2011, your fee proposal with estimated cost in the amount of \$10,000 for additional work for the subject project, dated October 23, 2013, is hereby approved. Approval to proceed prior to official award was given June 21, 2013.

This is in addition to the \$69,871 previously approved, bringing the total estimated cost for the approved services to \$79,871.

The total compensation for the work outlined therein is not to exceed \$79,871 and includes the following reimbursable expenses:

\$13,850 for mileage, transportation, lodging, printing, reproduction, mailing, and miscellaneous expenses associated with conducting the on-site workshops.

The work generally consists of performing engineering services in accordance with your proposal. Compensation will be in accordance with the provisions set forth in Paragraph 9 of the above referenced Agreement.

Your attention is directed to Paragraph 8 of the referenced Agreement where it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Rebecca Karp, telephone 212-435-6927, to act as the Project Manager.

Please make sure that the purchase order number (P.O. #) indicated above appears on all invoices for this assignment

Very truly yours,



Bernard Yostpille, P.E.
Chief Structural Engineer

*Two Gateway Center
Newark, NJ 07102*

cc: N. Jamal, A. Kamilaris, R. Karp, K. Moy, E.Zedeno, File