FOI#14892

Peckar & Abramson

A Professional Corporation • Attorneys & Counselors at Law

www.pecklaw.com

70 Grand Avenue
River Edge, NJ 07661
tel. 201.343.3434
fax 201.343.6306

New York
New Jersey
Florida
California
Washington, D.C.
Illinois
Georgia
Pennsylvania

AFFILIATED OFFICES
Beijing
Lima
London
Mexico City
Mumbai
Sao Paolo

May 5, 2014

Via FedEx

05-06-14A10:33 RCVD

Mr. Daniel D. Duffy
The Port Authority of New York
and New Jersey
Office of the Secretary
225 Park Avenue South, 17th Floor
New York, NY 10003

Re: Freedom of Information Act Request on Behalf of Collavino Construction Company Limited; World Trade Center Contract No. WTC-1001.04-1

Dear Mr. Duffy:

Pursuant to the Port Authority's Freedom of Information Policy, the undersigned hereby requests that you permit examination of the following enumerated documents and records on file in your office relating to the referenced WTC Contract:

1. The evaluations, reports, analyses and other similar documents prepared by or for the Port Authority, commenting on, analyzing or evaluating the fully documented global, multi-volume claim submission presented by Collavino on or around May 3, 2013 ("Claim Submission") in connection with the outstanding, unresolved commercial issues, claims and/or disputes related to World Trade Center Contract No. WTC-1001.04-1 Below and Above Grade Structural Concrete (the "Contract").

2. The reports, financial reviews, audits, evaluations and other similar documents prepared by the Port Authority's Construction Manager, Tishman Construction Corporation ("Tishman") in connection with the Port Authority's decision to cancel the Contract effective January 18, 2013.

3. The writings prepared by or for the World Trade Center Construction Department that relate to or concern the Claim Submission.

4. The claims evaluations, reviews and other similar documents prepared by or for the Port Authority's Claims Group which relate to or concern the Claim Submission.

5. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Robert D'Onofrio which concern or relate to the Claim Submission.

6. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Steve Plate which concern or relate to the Claim Submission.

7. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Thomas O'Connor which concern or relate to the Claim Submission.

8. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Bruce Fox, P.E. which concern or relate to the Claim Submission.

9. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Joseph Capone which concern or relate to the Claim Submission.

10. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Lynda Tollner which concern or relate to the Claim Submission.

11. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Christopher Riedl, Project Manager for Tishman, which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

12. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Steve Plate which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

13. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Thomas O'Connor which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

14. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Bruce Fox, P.E. which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

15. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Joseph Capone which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

16. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Lynda Tollner which relate to or concern any "Supplemental Funding" or

"Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

17. The emails, memos, correspondence and other writings authored by, or addressed or copied or distributed to Mel Ruffini which relate to or concern any "Supplemental Funding" or "Supplemental Assistance" Change Order issued to Collavino by the Port Authority in connection with the Contract.

18. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Christopher Riedl which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

19. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Steve Plate which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

20. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Thomas O'Connor which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

21. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Bruce Fox, P.E. which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

22. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Joseph Capone which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

23. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Lynda Tollner which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

24. The emails, memos, correspondence and other similar writings authored by, or addressed, copied or distributed to Mel Ruffini which refer or relate to or concern representations, statements or expressions of intent on the part of the Port Authority and/or Tishman to "insure that Collavino is [made] whole," would be able to continue to advance the project to completion "at no risk" or other similar statements or remarks.

25. The memoranda, emails, surveys, inventory lists, reports, photographs and other similar documents prepared by or for the Port Authority which record or memorialize the equipment, supplies, materials, tools and other construction related items belonging to, being used by, or in the custody of, Collavino, which remained at the Tower One, World Trade Center construction site after Collavino demobilized and left the site on or about January 18, 2013.

26. The records, documents, payment vouchers and other similar writings prepared by or for the Port Authority which relate to, reflect or show the total amount that was paid to Collavino by the Port Authority for the Above Grade Concrete Work.

27. The emails, memoranda, correspondence and other similar writings prepared by or for the Port Authority which refer to, concern, comment on or in any way address payment to Collavino for premium time costs incurred by it from March 1, 2010 to September 23, 2010.

28. The records, documents, reports or other writings prepared by or for the Port Authority which relate or refer to, address, reflect or concern the premium time costs incurred by Collavino for work performed at the Tower One, World Trade Center construction site from March 1, 2010 to September 23, 2010.

29. The records, emails, memoranda, correspondence, reports or other writings prepared by or for the Port Authority which relate to or concern the Port Authority's rejection or acceptance and approval of the premium time costs incurred by Collavino for work performed at the Tower One WTC construction site from March 1, 2010 to September 23, 2010.

30. The records, emails, reports, memoranda, evaluations or surveys prepared by or for the Port Authority which refer or relate to, concern or reflect the "extra work" represented by or included in each of the Supplemental Funding or Supplemental Assistance Change Orders issued by the Port Authority to Collavino with regard to the Above Grade Concrete Work performed by Collavino, pursuant to the Contract.

31. The internal reports prepared by or for the Port Authority (including without limitation reports received from Tishman) regarding projected costs of the Above Ground Concrete Work and/or the projected funding needs for this work.

32. The emails of the persons mentioned in paragraphs 5-11, supra, which relate in any way to Collavino.

33. The emails authored by any of the persons mentioned in paragraphs 5-11, supra, which relate in any way to the Above Grade Concrete Work.

34. The documents pertaining to the analysis of projected or anticipated costs to cancel the Contract and retain another contractor to finish the Contract work.

35. The documents (including, without limitation, emails) pertaining to requests made by subcontractors and suppliers of Collavino for payment for materials, labor, equipment and services furnished in connection with the Contract.

36. The documents (including, without limitation, emails) pertaining to meetings and/or discussions with subcontractors and suppliers of Collavino in connection with their claims for payment for materials, labor, equipment and services provided in connection with the Contract.

37. The documents (including, without limitation, emails) pertaining to balances claimed to be due by Collavino for materials, labor, equipment and services provided in connection with the Contract.

38. The documents (including, without limitation, emails) pertaining to the evaluation, audit or assessment by the Port Authority, Tishman, or any other person of the amount due to Collavino for materials, labor, equipment, premium time and services provided in connection with the Contract.

39. The documents (including, without limitation, emails) pertaining to demands by Collavino for issuance of change orders or other actions approving payment of Collavino for work claimed by it to be beyond the scope of the Contract.

40. The reports, schedules and/or spreadsheets regarding amounts claimed to be due by Collavino for work in connection with the Contract, amounts paid, and the position of the Port Authority, 1 World Trade Center LLC, Tower 5, LLC and/or Tishman with regard to amounts claimed by Collavino but remaining unpaid.

41. The time impact analysis prepared by or for the Port Authority or Tishman related to each of the following enumerated Supplemental Assistance Change Orders.

CO #	Total	Date Issued by PA
177	$7,000,000.00	9/12/2011
181	$7,000,000.00	11/4/2011
182	$5,254,002.00	12/6/2011
192	$1,050,000.00	2/7/2012
194	$(1,050,000.00)	2/28/2012
203	$2,000,000.00	4/17/2012

205	$7,582,203.00	5/10/2012
212	$7,404,031.00	6/14/2012
216	$6,879,194.00	7/10/2012
219	$6,380,570.00	8/10/2012
224	$8,450,548.00	9/21/2012
225	$1,848,863.00	10/12/2012
235	$2,324,739.00	11/30/2012
238	$3,600,000.00	12/11/2012
239	$1,220,000.00	1/23/2013

42. The resolutions of the Port Authority's Board of Directors related to the funding or allocation of money for the aforesaid Supplemental Assistance Change Orders.

43. The cost allocations among stakeholders related to each of the aforesaid Supplemental Assistance Change Orders.

44. The written communications between Tishman and 1 WTC LLC (a/k/a "Tower 5, LLC) and/or the Port Authority that relate to or concern the Supplemental Assistance Change Orders.

45. The written communications between Tishman and Tower 5, LLC and/or the Port Authority, authored between January 1, 2011 and June 30, 2013, that relate to or concern estimated or projected costs to complete the Contract.

46 The written communications between Tishman and Tower 5, LLC and/or the Port Authority, authored between January 1, 2011 and June 30, 2013, that relate to or concern the projected cash flow required to support Collavino's ongoing construction operations to completion.

47. The minutes of the Port Authority's Board of Directors which refer or relate to or concern any of the following subjects:

(a) award of the Contract to Collavino;

(b) cancellation of the Contract awarded to Collavino;

(c) consideration or approval of any supplemental funding or supplemental assistance change orders to Collavino.

48. The reports, presentations, cost estimates, spreadsheets, cost or cash flow projections, funding requests or other submissions made by or for the Port Authority and/or Tishman which relate to or concern the projected cash flow or funding required to complete the Contract or any part or portion of it, inclusive of remaining or projected labor, subcontract, vendor and overhead and administrative costs.

The undersigned further request copies of the records enumerated above.

Your prompt attention to this request will be appreciated.

Very truly yours,

PECKAR & ABRAMSON, P.C.

By: _____
Roger S. Markowitz

RSM/lmw

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

October 23, 2014

Mr. Rogers S. Markowitz
Peckar & Abramson
70 Grand Avenue
River Edge, NJ 07661

Re: Freedom of Information Reference No. 14892

Dear Mr. Markowitz:

This is in response to your May 5, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of records related to Contract No. WTC-1001.04-1 - Below and Above Grade Structural Concrete.

Material responsive to item nos. 42 and 47 of your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/14892-WTC.pdf. Paper copies of the available records are available upon request.

At this time, materials responsive to the remainder of your request, to the extent they exist, are exempt from disclosure pursuant to exemptions (2.a), (3) and (5) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

WORLD TRADE CENTER SITE – FREEDOM TOWER PROJECT – AWARD OF CONSTRUCTION TRADE CONTRACTS AND PROFESSIONAL SERVICES AGREEMENTS

It was recommended that the Board authorize 1 World Trade Center, LLC (1 WTC LLC), in order to further the construction of the Freedom Tower (FT), to: (1) enter into construction trade contracts, through its agent, Tishman Construction Corporation (Tishman), estimated at $429.6 million; (2) expend an estimated $35.3 million for continued payments to Tishman for the trade contracts held by Tishman under the General Contractor Agreement; (3) enter into professional service agreements to provide technical, peer, testing, inspection and specialty advisory services, in a total estimated amount of $25.1 million; and (4) expend an estimated $2.25 million for payments to Skidmore Owings & Merrill LLP (SOM) for the period from March 1, 2007 through May 31, 2007 to provide continued Freedom Tower design services. The details of the aforementioned construction trade contracts and professional service agreements are set forth in the attached addendum.

Payments to Tishman, SOM, and other design and professional firms have been previously authorized by the Board, totaling $90 million for work expected to be required through February 2007, composed of $60 million for Tishman, $14 million for SOM, and $16 million for other design and professional firms.

At its January 25, 2007 meeting, the Board authorized 1 WTC LLC to execute an amendment to the September 2003 General Contractor Agreement to allow Tishman to provide construction management and general contractor services for the FT Project. Tishman, on behalf of 1 WTC LLC, has a number of below-grade trade work packages that are ready for award. Authorization to award these packages, including those for below-grade ventilation, electrical, plumbing, heating and air conditioning, and concrete (with an option for above-grade concrete), is required to advance construction of the FT at this time. These awards are estimated at $429.6 million.

The form of trade contract being utilized by Tishman as construction manager was developed by Port Authority staff and maintains, to the greatest degree possible, Port Authority policies and procedures for the work, including provisions allowing for termination for convenience, and requirements for minority and women-owned business enterprise utilization, confidentiality, security and integrity monitoring, and a competitive bidding process.

The terms of the construction trade contracts proposed for award were negotiated and will be awarded to the lowest responsive bidder, in accordance with the procurement procedures established in the Third Freedom Tower Amendment, authorized by the Board at its January 25, 2007 meeting. Trade contracts held by Tishman under the General Contractor Agreement, dated September 2003, between Tishman and 1 WTC LLC, were entered into by Tishman prior to the November 16, 2006 closing and were therefore acquired by 1 WTC LLC at said closing.

Negotiations are ongoing with the principal FT design firm, SOM. However, there are 20 other professional, technical, peer, testing, inspection and specialty advisory service firms whose services are now necessary to advance the project, details of which are included in the attached addendum. Execution of these agreements is necessary now to continue design activities on the project. The aggregate value of the agreements is estimated at $25.1 million.

The form of the aforementioned professional services agreements was developed by Port Authority staff and includes, to the greatest degree possible, provisions which maintain Port Authority policy and procedures, including termination for convenience. There is a scope of services for each firm's agreement and a budget estimate for each contract scope, against which individual task orders would be issued, up to the budget estimate. The majority of these firms were employed by 1 WTC LLC prior to the November 16, 2006 closing. Favorable pricing and contract terms were subsequently negotiated by Port Authority staff.

In addition, authorization is being requested, in an estimated amount of $2.25 million, for payments to SOM to provide continued design services for the FT for the period of March 1, 2007 to May 31, 2007.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Blakeman, Coscia, Chasanoff, Ferer, Gargano, Genova, Mack and Steiner voting in favor; none against; Commissioners Sartor and Sinagra recused:

RESOLVED, that 1 World Trade Center, LLC (1 WTC LLC) be and it hereby is authorized to enter into construction trade contracts in connection with the construction of the Freedom Tower, as specified in the attached addendum, through its agent, Tishman Construction Corporation (Tishman), in an estimated total amount of $429.6 million, inclusive of an eight percent allowance for extra work (if necessary) for each contract; and it is further

RESOLVED, that 1 WTC LLC be and it hereby is authorized to expend an estimated total amount of $35.3 million for continued payments to Tishman for the trade contracts specified in the attached addendum and held by Tishman under its General Contractor Agreement in connection with the construction of the Freedom Tower; and it is further

RESOLVED, that 1 WTC LLC be and it hereby is authorized to enter into professional service agreements in connection with the construction of the Freedom Tower, as specified in the attached addendum, in a total estimated amount of $25.1 million; and it is further

RESOLVED, that 1 WTC LLC be and it hereby is authorized to expend an estimated amount of $2.25 million for payments to Skidmore Owings & Merrill LLP to provide continued Freedom Tower design services for the period from March 1, 2007 to May 31, 2007; and it is further

RESOLVED, that the form of all contracts, agreements and other documents in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

ADDENDUM

The subject construction trade contract awards authorized herein are to be administered by Tishman as contract manager and are as follows:

1) Ventilation - Heritage Mechanical Services
   Bid Award Price: $4,815,000

2) Electrical - Five Star Electric Corp.
   Bid Award Price: $14, 963,000

3) Plumbing - Cardoza Plumbing Corp.
   Bid Award Price: $16,205,000

4) Heating and Air Conditioning – F.W. Sims, Inc.
   Bid Award Price: $9,350,000

5) Concrete
   (a) Below-Grade – Collavino Construction Co., Ltd.
   Bid Award Price: $115,000,000
   (b) Option for Above-Grade Concrete – Collavino Construction Co., Ltd.
   Estimated Bid Award Price: $237,500,000

An eight percent allowance for extra work (if necessary) will be included for each of the above-specified construction trade contracts.

Funding for the subject Tishman trade contracts being held by Tishman under the General Contractor Agreement is estimated as follows:

1.) Banker Steel Company, L.L.C.
Structural steel and metal decks
Total remaining payments: $10,322,692

2.) Ferguson Neudorf Glass Inc.
Curtain wall mock-up
Total remaining payments: $35,000

3.) Highland Tank and Manufacturing
Fuel oil tanks
Total remaining payments: $126,414

4.) La Quila Group
Excavation and foundation work
Total remaining payments: $23,822,648

5.) Petrocelli Electric Co. Inc.
Utility relocation
Total remaining payments: $968,000

6.) Turtle and Hughes Inc.
Electrical equipment
Total remaining payments: $14,688

The following Professional Services Agreements authorized herein are to be entered into by 1 WTC LLC:

Name	Service	Estimated Compensation
Booz Allen Hamilton, Inc.	Circulation Studies	$ 100,000
Cerami & Associates, Inc.	Acoustic Design	$ 100,000
Lerch Bates, Inc. ata. Citadel Consulting	Facade Access Services	$ 100,000
Claude R Engle Lighting Consultants, Inc.	Lighting Design	$ 250,000
Code Consultants Professional Engineers, PC	Fire Modeling and Code Consultant Services	$ 350,000
Dan Euser Water Architecture, Inc.	Plaza Water Features Design Services	$ 100,000
Ducibella Venter & Santore	Security Consultant	$ 400,000
Israel Berger & Associates, Inc.	Exterior Wall Systems Monitoring	$ 2,000,000
Jaros, Baum and Bolles Consultant Engineers	Mechanical, Electrical, Plumbing, Fire Protection Consulting Services	$ 7,000,000
L-3 Communications ESSCO, Inc.	Antenna Shroud	$ 1,000,000
Leslie E. Robertson Associates, RLLP	Structural Peer Review	$ 300,000
Mueser Rutledge Consulting Engineers	Foundation Design	$ 2,000,000
Pentagram Design, Inc.	Graphics & Signage Design	$ 500,000
Peter Walker and Partners Landscape Architecture Inc.	Landscape Architect	$ 1,000,000
Philip Habib & Associates	Civil & Traffic Engineering	$ 100,000
Rowan Williams Davies & Irwin, Inc.	Wind Tunnel Tests	$ 750,000
Schlaich Bergermann and Partner, LP	Specialty Structural	$ 1,500,000
Thatcher Associates LLC	Integrity Monitor	$ 343,000
Weidlinger Associates Inc.	Blast Engineering	$ 250,000
WSP Cantor Seinuk	Structural Engineering	$ 7,000,000

DOWNTOWN RESTORATION PROGRAM – IMPLEMENTATION OF CERTAIN DESIGN AND CONSTRUCTION WORK UNDER EXISTING CONSTRUCTION TRADE CONTRACTS FOR ONE WORLD TRADE CENTER ON BEHALF OF VARIOUS WORLD TRADE CENTER SITE PROJECTS

It was recommended that the Board authorize: (1) an allocation of $22.5 million from certain World Trade Center (WTC) projects to certain construction trade contracts for One World Trade Center (1 WTC), to be utilized for work performed for other projects at the WTC site (Other Project Work), inclusive of construction management services and general conditions costs to support the work; and (2) 1 World Trade Center LLC to allocate additional funds in connection with the effectuation of the Other Project Work on an as-needed basis, as required among the various WTC stakeholders involved, including increases in trade contracts.

In order to advance various projects at the WTC site, it is often more practical to utilize existing construction trade contractors already on-site in order to implement work on behalf of adjacent projects. This approach is particularly useful for subgrade work, because various projects overlap at different elevations, and subgrade infrastructure from one project often may be physically supported by an adjacent project. Since early 2006, the Board has authorized numerous construction trade contracts for 1 WTC, the majority of which were awarded prior to the completion of final design of adjacent below-grade infrastructure.

Design coordination among the WTC site stakeholders was not finalized until construction of 1 WTC was well underway. To accommodate these design changes, revised and additional scope to the existing trade contracts is necessary in order to best coordinate subgrade work that is required on behalf of other WTC projects. The work, which will support the implementation of the WTC Transportation Hub, the WTC retail development, the WTC Memorial and Memorial Museum, tenant parking and common site infrastructure projects, includes: mechanical work in connection with the coordination and installation of plumbing, ventilation, and electrical conduit; all design, coordination and construction work to omit portions of the slabs; and miscellaneous iron work. These costs would be allocated against the respective project's budget.

The affected contracts are as follows:

Contractor	Amount	Work
Banker Steel Company:	**$ 107,336**	structural steel
Cardoza Plumbing Corp.:	**$ 1,125,959**	plumbing
Collavino Construction Co.:	**$ 768,854**	concrete
DCM Erectors, Inc.:	**$ 23,525**	structural steel
Five Star Electric Corp.:	**$ 9,278,155**	electric
F.W. Sims, Inc.:	**$ 3,973,002**	heating and air conditioning
Heritage Mechanical Services, Inc.:	**$ 2,067,091**	ventilation
Hillside Ironworks Inc.:	**$ 21,175**	miscellaneous iron
LaQuila Construction, Inc.:	**$ 196,347**	excavation and foundations
Petrocelli Electric Co.:	**$ 13,531**	utility relocations
Rael Automotive Sprinkler:	**$ 1,315,984**	fire protection

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Chasanoff, Coscia, Holmes, Pocino, Silverman and Steiner voting in favor; none against; Commissioner Sartor recused:

RESOLVED, that the allocation of $22.5 million from certain World Trade Center (WTC) projects to certain construction trade contracts for One World Trade Center, to be utilized for work performed for other projects at the WTC site (Other Project Work), as outlined to the Board, inclusive of construction management services and general conditions costs to support the work, be and it hereby is authorized; and it is further

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to allocate additional funds to effectuate the foregoing in connection with the Other Project Work on an as-needed basis, as required among the various WTC site stakeholders involved, including increases in trade contracts; and it is further

RESOLVED, that the form of any agreements required in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

ONE WORLD TRADE CENTER – INCREASE IN EXTRA WORK ALLOWANCE FOR VARIOUS CONSTRUCTION TRADE CONTRACTS

It was recommended that the Board authorize 1 World Trade Center LLC to increase the authorized extra work allowances under seven existing construction trade contracts awarded for the construction of One World Trade Center (One WTC), by a total amount of $17 million, to allow for the continued construction of One WTC. All additional work would be within the authorized scope of the respective construction trade contracts. The proposed increases would be offset through reductions in the extra work allowances for other One WTC construction trade contracts in a commensurate amount.

In order to "fast track" construction and align the scope of the various bid packages with the New York City commercial building contracting market, the One WTC Project has been procured on a trade-by-trade basis, rather than through a single construction contract. Seventeen trade contracts were awarded prior to the completion of final design documents in October 2007, including those for foundations, above- and below-grade structural steel and concrete, below-grade mechanical/electrical/plumbing work, elevators and escalators and curtain wall.

The ongoing completion of design work has led to change orders to seven trade contracts that will require additional extra work in excess of the eight-percent extra work allowance for those trade contracts. In contrast, many of the other trade contracts have not required the use of authorized extra work funds. To date, 55 construction trade contracts have been authorized by the Board and awarded in total, with an aggregate extra work allowance of approximately $152.9 million. Because some of the trade contracts awarded will not require the full authorized extra work allowance(s), the proposed increase in extra work for the seven trade contracts would be offset by the unused extra work funds from other trade contracts.

The trade contracts for which the extra work allowance would be increased are as follows:

Contractor	Amount of Increase	Scope of Work
Cardoza Plumbing Corp.:	$1,500,000	Below-grade plumbing
Collavino Construction Co.:	$5,000,000	Concrete
DCM Erectors, Inc.:	$4,000,000	Above-grade structural steel
Five Star Electric Corp.:	$1,800,000	Below-grade electrical work
F.W. Sims, Inc.:	$2,300,000	Below-grade HVAC
Heritage Mechanical Services, Inc.:	$ 900,000	Below-grade ventilation
Rael Automatic Sprinkler Co. Inc.:	$1,500,000	Below-grade fire protection

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Coscia, Grayson, Holmes, Pocino, Silverman and Steiner voting in favor; none against; Commissioner Sartor recused:

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to increase the amount of the extra work allowances under seven existing construction trade contracts awarded for the construction of One World Trade Center (One WTC), by a total amount of $17 million, to provide for the continued construction of One WTC, with all additional work to be within the authorized scope of the respective construction trade contracts, and with the amount of the increases to be offset through reductions in the extra work allowances for other One WTC construction trade contracts, as outlined to the Board; and it is further

RESOLVED, that the form of all documents in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

DOWNTOWN RESTORATION PROGRAM – 1 WORLD TRADE CENTER LLC – PROJECT RE-AUTHORIZATION FOR THE CONSTRUCTION OF ONE WORLD TRADE CENTER AND INCREASES TO CERTAIN CONSTRUCTION TRADE AND DESIGN CONSULTANT CONTRACTS

It was recommended that the Board: (1) re-authorize the project to design and construct One World Trade Center (One WTC), in an estimated amount of $3.19 billion, inclusive of payments to contractors and consultants, allowances for extra work, insurance, engineering, project contingency, financial expense and other project costs, consistent with the budget and schedule included in the October 2008 post-assessment report entitled, *The World Trade Center Report: A Roadmap Forward* (WTC Report); (2) authorize increases to the extra work allowances of seven construction trade contracts for the performance of core and shell work at One WTC, at a total amount of $43 million, the details of which are outlined below; (3) rescind the Board resolution adopted on February 25, 2010, entitled, "One World Trade Center – Increase in Extra Work Allowance for Various Construction Trade Contracts," concerning the reallocation of extra work allowances among the seven aforementioned construction trade contracts; and (4) on behalf of other Port Authority projects at the World Trade Center (WTC) site, authorize 1 World Trade Center LLC (1 WTC LLC) to increase compensation to several One WTC design consultants, construction trade contracts and construction management services for work performed on behalf of adjacent WTC site projects, in a total amount of $29.3 million, the details of which are outlined below, and authorize 1 WTC LLC to allocate these additional funds among the other WTC site projects on an as-needed basis.

On November 16, 2006, the Port Authority acquired 1 WTC LLC from Silverstein Properties, Inc. (SPI), as authorized by the Board at its meeting of September 21, 2006. At its meeting of February 22, 2007, the Board authorized the project for the construction of One WTC, including marketing, lease-up and tenant fit-out, at a total estimated project cost of $2.877 billion. In June 2008, at the request of the Governor of the State of New York, an assessment of the rebuilding effort at the WTC site was conducted that covered all facets of the WTC Redevelopment Program and included input from multiple stakeholders. In October 2008, the Port Authority issued the WTC Report, which detailed the entire analysis of the assessment.

The WTC Report identified multiple factors that had an impact on the budget for the One WTC Project. These factors included revisions to schedule, staging and scope, based on actual conditions encountered while implementing the One WTC Project. Among the specific issues identified in the WTC Report were: a substantial construction and commodity price escalation; an increase in the volume of work being bid out for other construction projects in the Downtown Manhattan market; schedule extension, due to the ongoing complexity of building on the site of the active Port Authority Trans-Hudson (PATH) rail system; and increased financial expense, as a result of the extended project schedule.

Subsequent to the issuance of the WTC Report, in order to mitigate increases to the One WTC Project budget, a value engineering effort was undertaken and resulted in approximately $26 million in cost avoidances on multiple items, including lighting, beam and column enclosures, radome material, and use of alternative suppliers for various materials.

Reauthorization of the project was recommended at this time, in order to properly align the authorized One WTC Project budget with both the findings and recommendations outlined in

the WTC Report and recent discussions with the Board concerning the One WTC Project. Authorization also was recommended to increase the extra work allowances and/or base amounts for certain One WTC construction trade contracts and other agreements, in the aggregate amount of $72.3 million. These increases are necessary to implement the project, as well as certain work on behalf of other Port Authority projects at the WTC site, which are adjacent to the One WTC Project, the details of which are outlined below.

The following increases would be provided in the extra work allowances to construction trade contractors for the performance of core and shell work at One WTC:

Contractor	Amount	Work
Collavino Construction Corp.	$18,000,000	Concrete
DCM Erectors, Inc.	$19,000,000	Structural Steel
FW Sims	$ 2,300,000	Below-grade HVAC
Heritage Mechanical	$ 500,000	Ventilation
Ingersoll Rand Securities	$ 2,000,000	Security Systems
Jobin Organization	$ 500,000	Waterproofing
Rad & D'Aprile	$ 700,000	Masonry

In order to advance various projects at the WTC site, it is often more practical to utilize existing contractors/consultants to implement work on behalf of other projects. This approach is particularly useful for subgrade work, since various projects overlap at different elevations. In connection with other WTC site projects, the following increases in compensation would be authorized for One WTC design consultants, trade contractors and construction management services for work performed on behalf of adjacent Port Authority projects, at a total amount of $29,291,082. (1 WTC LLC would allocate these additional funds among the other projects on an as-needed basis.):

Increases to Design Consultants:

Consultant	Amount	Work
Claude Engle	$ 15,000	Specialty Lighting
Ducibella, Venter & Santore	$ 18,875	Building Security
Jaros, Baum & Bolles	$1,429,780	Mechanical Electrical and Plumbing
Pentagram Design	$ 14,896	Building Signage
Rowan Williams Davies & Irwin	$ 33,000	Wind Studies
SBP	$ 78,574	Special Structural (Antenna)
Skidmore Owings & Merrill	$1,939,876	Architectural
WSP Cantor Seinuk	$ 697,944	Structural Engineering

Increases to Construction Trade Contracts:

Contractor	Amount	Work
ASM Mechanical Systems	$4,039,514	HVAC
Bauerschmidt & Sons	$ 198,741	Millwork
Cardoza Corporation	$ 716,526	Plumbing
Collavino Construction Corp.	$2,338,632	Concrete
Component Assembly Systems	$ 926,675	Carpentry and Drywall
DCM Erectors, Inc.	$1,958,271	Structural Steel
Firecom J.V.	$ 63,894	Fire Alarm System
Five Star Electric	$ 553,515	Electric
FW Sims	$ 443,921	Below-grade HVAC
FW Sims	$1,224,880	Above-grade HVAC
Hillside Ironwork	$ 66,125	Miscellaneous Metals
Ingersoll Rand Securities	$1,314,207	Security Systems
LaQuila Group	$ 28,670	Foundations
Long Island Fireproof Door	$ 59,663	Doors/Hardware
McQuay International	$ 686,754	HVAC
Megrant Corporation	$ 698,453	Above-grade HAC
Rael Auto Sprinkler	$ 8,453	Fire Protection
TAC Americas	$ 38,859	Building Mgmt. Systems
Thyssen Krupp Elevators	$6,647,591	Elevators/Escalators
WDF, Inc.	$1,104,339	Above-grade Plumbing

Increase to Tishman Construction Corporation:

General Conditions	$1,669,568
Fee	$ 248,968

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Grayson, Holmes, Moerdler, Pocino and Steiner voting in favor; none against; Commissioners Coscia and Sartor recused:

RESOLVED, that a project to design and construct One World Trade Center (One WTC), in an estimated amount of $3.19 billion, be and it hereby is re-authorized; and it is further

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to increase the amount of the extra work allowances under seven existing construction trade contracts for the performance of core and shell work at One WTC, at a total amount of $43 million, as set forth above, the funding for which is included as part of the proposed project re-authorization; and it is further

RESOLVED, that the resolution adopted by the Board on February 25, 2010, entitled, "One World Trade Center – Increase in Extra Work Allowance for Various Construction Trade Contracts," concerning the reallocation of extra work allowances among the seven aforementioned construction trade contracts, be and it hereby is rescinded; and it is further

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized, on behalf of other Port Authority projects at the World Trade Center (WTC) site, to increase compensation to various One WTC design consultants, construction trade contracts and construction management services for work performed on behalf of adjacent WTC site projects, at a total amount of $29.3 million, as set forth above, which would be allocated against the appropriate WTC site project budget; and it is further

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to allocate additional funds to effectuate the foregoing in connection with the One WTC Project work on an as-needed basis, as required in connection with the other WTC site projects involved; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

ONE WORLD TRADE CENTER (ONE WTC) – IMPLEMENTATION OF CERTAIN DESIGN AND CONSTRUCTION WORK UNDER EXISTING CONTRACTS FOR ONE WTC AND ON BEHALF OF VARIOUS WORLD TRADE CENTER SITE PROJECTS

It was recommended that the Board authorize: (1) an aggregate increase of $45.2 million to several One World Trade Center (One WTC) construction trade contracts for work performed for One WTC and other World Trade Center (WTC) site projects, inclusive of construction management services provided by Tishman Construction Corporation to support the work; (2) an aggregate increase of $2.65 million to various design consultant contracts for work performed for other WTC site projects; and (3) 1 World Trade Center LLC (1 WTC LLC) to allocate these additional funds in connection with the effectuation of the work on other WTC site projects, on an as-needed basis, as required among the various WTC site stakeholders involved, including increases in design and construction trade contracts.

In order to advance various projects at the WTC site, it is often more practical and cost-effective to utilize existing construction trade contractors already on site to implement work on behalf of adjacent projects. The amounts requested herein, which are available within existing authorized budgets of the various WTC site projects, would accommodate the following: the implementation of the revised power supply design for the WTC site; tenant, common area and building management-related improvements for One WTC; and work for various WTC site stakeholders, such as construction of an access/egress stairway on behalf of the WTC Transportation Hub Project. These increases are necessary because most of the trade contracts were awarded prior to the following: the decision to relocate the permanent primary power supply facility (Power Distribution Center (PDC)) from Tower 2 to One WTC; The Durst Organization's (Durst) involvement in the One WTC Project; and the completion of final design of adjacent projects.

Due to uncertainty regarding the construction schedule for Tower 2, at its October 22, 2009 meeting, the Board authorized certain actions to effectuate an alternative power supply design, in order to maintain current schedules for the public projects at the WTC site. Design modifications to the PDC required changes to be made to the mechanical, electrical, and plumbing systems of One WTC, as well as for other WTC site projects. The redesign provided for the location of primary switchgear equipment in the subgrade of One WTC, which equipment originally was planned to be located in the East Bathtub, beneath Tower 2. Under the revised design, primary switchgear equipment and related infrastructure to be located in One WTC would distribute power directly from the Consolidated Edison Company of New York to One WTC, and then to secondary switchgear equipment located beneath the WTC Memorial, Central Chiller Plant and the WTC Transportation Hub. At that time, the Board was advised that future authorizations would be required for the installation of the equipment, as well as associated mechanical, electrical, plumbing, structural, and architectural work associated with the redesign. Approximately 50 percent of the costs associated with the proposed increase would provide for the implementation of the PDC redesign effort.

At its meetings of August 5, 2010 and May 25, 2011, the Board authorized a transaction between the Port Authority and Durst, in which Durst would become a joint venture partner with the Port Authority in the entity that indirectly owns the lessee's net leasehold interest in the One WTC building, and participate and advise in the construction, financing, leasing, management and operation of One WTC. Over the past several months, certain recommendations to

accommodate tenant requests, as well as changes to attract new tenants and to ensure that building management and operations are effective and efficient, have been agreed upon by Durst and Port Authority staff, which changes would be effectuated through the proposed authorization. These improvements would be funded through the authorized tenant improvements budget for One WTC.

In addition, other WTC site stakeholders have requested One WTC design and construction work, within the building envelope, on their behalf. To accommodate these design changes, revised and additional scope of work to the existing trade contracts is required in order to coordinate the necessary work. Such work includes modifications to accommodate tenant requests, increased slab loading, internal elevators, and signage.

This proposed authorization would help to maintain the current construction schedule at the WTC site.

The affected construction trade contracts are as follows:

Contractor	Scope of Work	Amount
Airflex Industrial Incorporated	Ornamental Metal	**$394,618**
American Architectural Incorporated	Ornamental Metal	**$90,000**
Asbestolith Manufacturing Corporation	Fluid Applied Flooring	**$45,166**
ASM Mechanical Systems	AG Ventilation	**$102,711**
Atlantic Hoisting & Scaffolding, LLC	Hoisting	**$2,967,220**
Bauerschmidt & Sons, Inc.	Millwork	**$74,077**
Benson Industries, LLC	Curtain Wall	**$352,450**
Cardoza Plumbing Corporation	BG Plumbing	**$197,968**
Collavino Construction	Concrete	**$4,621,090**
Component Assembly Systems	Carpentry	**$120,382**
Curtis Partition Corporation	Carpentry	**$100,822**
DCM Erectors Inc.	Structural Steel	**$2,219,719**
Firecom JV	Fire Alarm	**$41,666**
Five Star Electric AG	AG Electric	**$14,482,085**
Five Star Electric BG	BG Electric	**$1,363,694**
FW Sims Incorporated BG	BG HAC	**$1,295,511**
FW Sims Incorporated AG	AG HAC	**$1,982,366**
Global Overhead Door	Overhead Doors	**$105,000**
Heritage Mechanical	BG Ventilation	**$867,600**
Hillside Ironworks, Inc.	Miscellaneous Iron	**$1,231,830**
Ingersoll Rand Security Technologies	Security	**$669,948**
The Jobin Organization, Inc.	Roofing and Waterproofing	**$31,184**
Long Island Fireproof Door	Doors and Hardware	**$109,665**
Megrant Corporation	HAC	**$385,194**
Northbrook Contracting Corporation	Temporary Roads	**$64,020**
Port Morris Tile & Marble Corporation	Stone and Tile	**$174,000**
Rad and D'Aprile, Inc. BG	BG Masonry	**$315,454**
Rad and D'Aprile, Inc. AG	AG Masonry	**$100,000**
Rael Automatic Sprinkler BG	BG Fire Protection	**$245,199**
Rael Automatic Sprinkler AG	AG Fire Protection	**$316,495**

Contractor	Scope of Work	Amount
Signs and Decal Corporation	Signage	**$319,932**
Skyline Steel Corporation	Electrical Closet Lining	**$10,000**
Spectrum Painting	Painting	**$560,000**
TAC- Schneider Electric Buildings America, Inc.	Building Management System	**$1,009,932**
ThyssenKrupp Elevator	Elevators and Escalators	**$3,232,109**
WDF, Incorporated	AG Plumbing	**$43,344**
Wolkow Braker Roofing Corporation	BG Waterproofing	**$51,603**
Total		**$40,294,051**

The affected design consultant contracts are as follows:

Consultant	Amount
Claude Engle	**$30,000**
Ducibellla, Venter & Santore	**$21,000**
Jaros, Baum & Bolles	**$1,088,000**
Pentagram Design	**$53,000**
Rowan Williams Davies & Irwin	**$237,000**
Schlaich Bergerman & Partner	**$38,000**
Skidmore, Owings & Merrill	**$680,000**
WSP Cantor Seinuk	**$368,000**
Peter Walker & Partners	**$80,000**
Weidlinger Associates Incorporated	**$25,000**
Israel Berger & Associates	**$10,000**
Leslie E. Roberts Associates	**$10,000**
Code Consultants Incorporated	**$10,000**
Total	**$2,650,000**

Pursuant to the foregoing report, the Committee on Operations, acting for and on behalf of the Board pursuant to delegated authority, adopted the following resolution, with Commissioners Holmes, Lynford, Moerdler, Pocino, Rechler, Schuber and Steiner voting in favor; Commissioners Bauer, Samson and Sartor recused and did not participate in the consideration of, or vote on, this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Committee being present.

RESOLVED, that an increase of $45.2 million to several construction trade contracts for One World Trade Center work and for work performed for other World Trade Center (WTC) site projects, including permanent power relocation and tenant modifications, inclusive of construction management services provided by Tishman Construction Corporation, be and it hereby is authorized; and it is further

RESOLVED, that an increase of $2.65 million to various design consultant contracts, for work performed for other WTC site projects and for tenant modifications, be and it hereby is authorized; and it is further

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to allocate the aforementioned additional funds to effectuate the foregoing in connection with the work on other WTC site projects, on an as-needed basis, as required among the various WTC site stakeholders involved, including increases in design and construction trade contracts; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

ONE WORLD TRADE CENTER – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR EXTERIOR CLADDING AT THE PODIUM WALL AND INCREASES TO VARIOUS CONTRACTS

It was recommended that the Board authorize 1 World Trade Center LLC (1 WTC LLC) to: (1) enter into a construction trade contract, through its construction manager, Tishman Construction Corporation (Tishman), with Permasteelisa North America Corporation, for the redesigned exterior cladding at the podium wall associated with the construction of One World Trade Center (1WTC), at an estimated total cost of $37,260,000, inclusive of an eight-percent allowance for extra work; (2) increase compensation to 16 construction trade contracts set forth below, in the aggregate amount of $13,723,500, for modifications associated with the podium wall redesign at 1WTC; (3) increase compensation to six design consultant contracts set forth below, in the aggregate amount of $1,653,650, for the performance of redesign work associated with the podium wall at 1WTC; and 4) provide an allowance for extra work/contingency, in the amount of $1,230,172, to be allocated as required among the 22 impacted 1WTC construction and design contracts, on an as-needed basis, for the sole purpose of accommodating the podium wall, with any expenditure of funds under the extra work/contingency allowance subject to the approval of the Executive Director.

At its meeting of August 14, 2008, the Board authorized the award of a construction trade contract for a glazed enclosure at the podium wall at 1WTC to Solera Construction, Inc./DCM Erectors, Inc., J.V., at an estimated amount of approximately $82.1 million, inclusive of an eight-percent allowance for extra work. The original podium wall design featured innovative grooved prismatic glass panels. Subsequent to the award, it became apparent that production of the glass as designed was not feasible. In an effort to maintain the construction schedule, a decision was made in the spring of 2011 to redesign the glazed enclosure. The new podium wall design features glass fins and stainless steel panels. The contract for the new podium wall was let in the summer of 2011.

The proposed construction trade contract was negotiated pursuant to the procurement procedures established in the Third Freedom Tower Amendment, as approved by the Board on January 25, 2007. The scope of work includes detailing, engineering, fabricating, furnishing and installing the exterior cladding at the podium wall, including all glass fins, stainless steel panels, and all support elements required to anchor the system to the structure, as well as changes and additions to adjacent trade work that was modified or increased to accommodate the new podium wall design.

Additionally, the proposed authorization would provide for increases in compensation under several construction trade contracts and design consultant contracts for construction and design modifications associated with the podium wall redesign at 1WTC, as noted below:

Contractor	Scope of Work	Estimated Amount*
4 Star Contracting	Plaza Waterproofing	**$270,000**
American Architectural Incorporated	Cable Net Wall	**$1,750,000**
APG International, Inc.	Lobby Glass	**$650,000**
Atlantic Hoisting & Scaffolding, LLC	Scaffolding/Sidewalk Sheds	**$2,750,000**
Belt Painting of New York	Steel Painting	**$520,000**
Benson Industries, LLC	Curtain Wall	**$150,000**
Collavino Construction	Concrete	**$51,000**
DCM Erectors Inc.	Structural Steel	**$2,500,000**
Five Star Electric AG	AG Electric	**$1,400,000**
FW Sims Incorporated AG	AG Heating/Air Cond.	**$200,000**
Hillside Ironworks, Inc.	Miscellaneous Iron	**$80,000**
Island International Industries	Spray-on Fireproofing	**$852,500**
The Jobin Organization, Inc.	Tower Waterproofing	**$650,000**
Rad and D'Aprile, Inc. AG	AG Masonry	**$300,000**
Rael Automatic Sprinkler AG	AG Fire Protection	**$100,000**
Tractel, Ltd.	Façade Maintenance	**$1,500,000**
Total		**$13,723,500**

Consultant	Scope of Work	Estimated Amount*
Israel Berger & Associates	Exterior Wall Monitoring	**$87,650**
Jaros, Baum & Bolles	Mechan. Electric. Plumb.	**$110,000**
Rowan Williams Davies & Irwin	Wind Tunnel Testing	**$107,000**
Schlaich Bergerman & Partner	Specialty Structural	**$10,000**
Skidmore, Owings & Merrill	Architecture	**$1,250,000**
WSP Cantor Seinuk	Structural	**$89,000**
Total		**$1,653,650**

*Estimated amounts are exclusive of an allowance for extra work/contingency in the amount of $1,230,172, to be allocated as required among the 22 impacted 1WTC construction and design contracts, on an as-needed basis, for the sole purpose of accommodating the podium wall.

This authorization would support the current construction schedule at 1WTC, in conjunction with the overall development of the World Trade Center site.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Holmes, Lynford, Moerdler, Pocino, Rechler, Samson, Schuber, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of, or vote on, this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

RESOLVED, that 1 World Trade Center LLC be and it hereby is authorized to enter into a construction trade contract, through its construction manager, Tishman Construction Corporation, with Permasteelisa North America Corporation for the redesigned exterior cladding at the podium wall associated with the construction of One World Trade Center (1WTC), at an estimated total cost of $37,260,000, inclusive of an eight-percent allowance for extra work; and it is further

RESOLVED, that increases in compensation to 16 construction trade contracts set forth above, in the aggregate amount of $13,723,500, for modifications associated with the podium wall redesign at 1WTC, be and they hereby are authorized; and it is further

RESOLVED, that increases in compensation to six design consultant contracts set forth above, in the aggregate amount of $1,653,650, for the performance of redesign work associated with the podium wall at 1WTC, be and they hereby are authorized; and it is further

RESOLVED, that an extra work/contingency allowance, in the amount of $1,230,172, to be allocated as required among the 22 impacted 1WTC construction and design contracts on an as-needed basis for the sole purpose of accommodating the podium wall, and subject to approval of the Executive Director, be and it hereby is authorized; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.