

Torres Rojas, Genara

From: dmorris@tectonicengineering.com
Sent: Thursday, August 07, 2014 9:38 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: David
Last Name: Morris
Company: Tectonic Engineering
Mailing Address 1: 160 Pehle Ave, Suite 306
Mailing Address 2:
City: Saddle Brook
State: NJ
Zip Code: 07663
Email Address: dmorris@tectonicengineering.com
Phone: 2018430403
Required copies of the records: Yes

List of specific record(s):

Request for a copy of FT Geo Foundation Design Services awarded to Mueser Rutledge Consulting from 1012006 to 12312013 in reference to FTC0000008.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 26, 2014

Mr. David Morris
Tectonic Engineering
160 Pehle Avenue, Suite 306
Saddle Brook, NJ 07663

Re: Freedom of Information Reference No. 15190

Dear Mr. Morris:

This is in response to your August 7, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for "a copy of FT Geo Foundation Design Services awarded to Mueser Rutledge Consulting from 1012006 to 12312013 in reference to FTC0000008."

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/15190-LPA.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

Mueser Rutledge Consulting Engineers
P.A. Agreement # FTC0000008
April 16, 2007



THE PORT AUTHORITY OF NY & NJ

Mueser Rutledge Consulting Engineers
14 Penn Plaza
225 West 34th Street
New York, NY 10122

Attention: Joel Moskowitz

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN SERVICES FOR THE FREEDOM TOWER

Dear Mr. Moskowitz:

1. 1 World Trade Center LLC (hereinafter referred to as the "Owner") wholly owned by The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain Mueser Rutledge Consulting Engineers (hereinafter referred to as "the Consultant" or "you") to provide expert professional foundation design services for the Freedom Tower Project, as requested on a task order basis effective October 1, 2006 for the term of the Project, as more fully set forth in such Task Orders, which are made a part hereof.

This agreement will be signed by you and Director, WTC Construction. As used herein and hereafter, the "Director" means the Authority's Director, which is the Director of WTC Construction, 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 Mr. Milo Rivero, Project Executive, to act as his duly authorized representative.

The Authority's Chief Engineer of the Engineering Department ("Chief Engineer") is also The Port Authority Chief Engineer and is an agent of the Owner, only acting in its capacity as defined herein and acts with no independent liability. Authority's Director of WTC Construction ("Director"); Project Executive; and employees as mentioned herein are acting as agents of 1 World Trade Center LLC with no independent liability.

As a Basic Service, Consultant shall meet and consult regarding the Services and the Project from time to time with Owner's staff as the Director requests. All work product submitted or prepared by Consultant shall be subject to review by the Director. The Director may disapprove, if in his sole opinion the applicable work product is not in accordance with the requirements of the Agreement, sound engineering principles, or is impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction is intended. If the Director disapproves any such work product or any portion thereof Consultant shall forthwith revise such work product until the applicable work product is acceptable to the Director. Consultant shall perform such revisions at no charge to Owner.

2. To resolve all disputes and to prevent litigation, the parties to this Agreement authorize Authority's Chief Engineer to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to



acceptance of Consultant's proposal and claims of a type that are barred by the provisions of this Agreement).

Chief Engineer's decision with respect to any question or dispute under this Section shall be conclusive, final, and binding on the parties. The decision may be based on such assistance as Chief Engineer may find desirable.

The effect of Chief Engineer's decision with respect to any question or dispute under this Section shall not be impaired or waived by any negotiations or settlement offers in connection with the question or dispute decided, whether or not Chief Engineer participated therein, or by any prior decision of Owner or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.

All such questions or disputes under this Section shall be submitted in writing by Consultant or Owner to Chief Engineer for decision, together with all evidence and other pertinent information in regard to such question or dispute, in order that a fair and impartial decision may be made. The other party shall have a reasonable time to respond. Owner may join any other entity to the dispute that has a valid dispute resolution agreement with Owner. In any action against Owner relating to any such question or dispute, Consultant must allege in its complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to Chief Engineer.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director, and shall, in any case, be completed in accordance with the requested services as approved by the Director and set forth in each task order. Time is of the essence in the performance of all your services under this Agreement. Owner 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.

Notwithstanding anything else in the Agreement or applicable law to the contrary, no approval, disapproval, omission to approve or disapprove shall relieve the Consultant of its responsibility under the Agreement to furnish Services in accordance with an agreed upon schedule, a complete, practical, economical design, and work product, and corrections and changes thereto, that are best suited for the contemplated construction, and performed in accordance with sound engineering principles and are signed and sealed by a professional engineer licensed in the State of New York.

4. The Owner and Consultant acknowledge that if the Consultant has performed services on this project (regardless of whether Basic Services, Additional Services or Reimbursable Expenses) for the prior owner then all services performed before the Cutoff date of October 1, 2006 by, through, or under Consultant that are related to or connected with the Freedom Tower project have been performed for the benefit of the Owner. All payments to the Consultant prior to the Cutoff Date of October 1, 2006 are the responsibility of the prior owner. Services begun prior to the Cutoff Date and to be completed after the Cutoff Date are described in Scope of Prior/Remaining Services Task Order that is made a part of this Agreement. Payment for Remaining work shall be made in accordance with the method of compensation as provided in



the Task Order. The Consultant's services completed prior to the Cutoff date have been incorporated into the various design documents submitted for the project and shall be incorporated into design documents to be submitted at future dates per the approved project schedule.

Consultant waives, relinquishes, and discharges Owner from and against any and all claims for compensation that Consultant has or may have, known and unknown, related to or connected with the performance of work or otherwise with respect to the Freedom Tower through and including the Cutoff date, including, any claims for an adjustment in fee or reimbursable expenses.

5. The Consultant shall meet and consult with Owner staff or hires as requested by the Director in connection with the services to be performed herein. Owner's Architect shall coordinate the services among the Project Consultants to complete the design and construction administration as necessary to comply with project requirements. The Consultant in the performance of his responsibilities shall maintain regular, close communication and coordination with the Owner's Architect and all other consultants retained by the Owner to meet project requirements in a timely manner.

6. In response to a request for 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 Owner. The Director shall have the right to determine that specified services shall be performed on a "lump sum basis"; on a "true upset limit" basis; or an "Hourly Rate Basis" as provided herein. Approval of such cost and direction from the Director in writing to proceed shall effectuate the commencement of services under this Agreement.

For services performed on a "true upset limit basis" for each task order, the Consultant shall inform the Director when the Consultant's compensation reaches 80% of said amount. The Consultant shall continue to render services to completion on each such task order after the point when the Consultant's compensation reaches 100% of such amount. For services performed on an "Hourly Rate Basis", 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 by the Director to continue 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 upon written notification from the Director 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 you are entitled to the actual amount incurred which shall not exceed the "true upset limit" for each task order.

Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this section shall not be a compensable service hereunder.



7. For all Task Order services approved in accordance with this Agreement, total compensation for all services as identified in each Task Order shall not exceed the amount set forth therein. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of \$2,000,000.00 unless you are specifically authorized in writing to do so by the Director. If no such authorization is issued, this Agreement shall be terminated upon written notification from the Director 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.

8. In order to effectuate the policy of the Owner, all services hereunder shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders and meet the highest standards of quality for professionals in the field which would affect or control said services performed for a private corporation 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.

9. As full compensation for all your services and obligations in connection with this Agreement, the Owner will pay you in accordance with the compensation provisions contained in the task order, and as computed under subparagraphs A, B, C, and E below, subject to the limits on compensation and provisions set forth in paragraphs 4 and 5 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and E hereunder.

A. When the method of compensation hereunder, as approved in advance and in writing by the Director is on a "true upset limit" or an "hourly rate basis" the Consultant shall be compensated at an amount equal either to the firm's approved billing rate or multiplier provided in the approved Schedule 2 times the actual salaries paid by you to professional and technical personnel but not partners, principals or temporary employees, 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, principals and consultants providing technical services on the task order times the rate for the comparable technical personnel 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, designers, drafters or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners, principals and consultants 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, principal or consultant 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 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 a) are in 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 Director, in his sole and absolute discretion.

Notwithstanding the above, the mark-up 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, except when such partners or principals are performing technical services on a task order.

B. When the method of compensation for all services hereunder, as approved in advance and in writing by the Director is on a "lump sum basis", the Owner shall pay you the agreed upon Lump Sum Amount upon completion of the required services unless otherwise mutually agreed upon prior to the start of services. Consultant shall certify with each invoice that the percentage of tasks and deliverables completed corresponds to the percentage of payment requested.

C. When the method of compensation hereunder, as approved in advance and in writing by the Director is on a "true upset limit" or an "Hourly Rate basis", an amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. Except when the method of compensation hereunder, as approved in advance and in writing by the Director is on a "lump sum basis" inclusive of all out-of-pocket expenses, the Consultant shall also be compensated at an amount equal to the out-of-pocket expense, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder and subject to the provisions set forth herein. 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 mailing and delivery charges for submittal of drawings, specifications and reports; long distance telephone calls; rentals of equipment; long distance travel; and meals and lodging on overnight trips.



Notwithstanding the above the Owner 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 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. 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. Reimbursement for airfare shall not exceed standard coach fare.

General Services Administration (GSA) Rates:

Domestic Rates:

http://www.gsa.gov/Portal/gsa/cp/contentView.do?programId=9704&channelId=-15943&oojd=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>

E. 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. 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 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 or billing rates 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 three (3) years after completion of services to be performed under this Agreement.

11. When the method of compensation hereunder is on a "true upset limit" or an "hourly rate basis", on or about the twentieth 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 Executive. The invoice shall bear your taxpayer number and the purchase order number as provided by the Project Executive. The Owner shall, following receipt of your invoice and any additional information as the Director may require, pay to you by check such amount as the Director certifies as due the Consultant in accordance with the provisions of this Agreement. Any such payment shall be made within thirty (30) days after certification of your invoice by the Director.

When the method of compensation for services is on a "lump sum basis", upon satisfactory completion of your services or specified percentage of your services hereunder, you shall render a bill for services performed accompanied by such information, as required, to the Project Executive. The invoice shall bear your taxpayer number and the purchase order number as provided by the Project Executive. The Owner shall, following receipt of your invoice and any additional information as the Director may require, pay to you by check such amount as the Director certifies as due the Consultant in accordance with the provisions of this Agreement. Any such payment shall be made within thirty (30) days after certification of your invoice by the Director.



12. The Owner 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, when the method of compensation hereunder is on a "true upset limit" or an "hourly rate basis" the Owner 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. When the method of compensation hereunder is on a "lump sum basis" the Owner shall pay you as the full compensation to which you shall be entitled in connection with this Agreement for the services satisfactorily performed through the date of termination, for each of your services requested by the Director an amount bearing the same proportion to the Lump Sum amount agreed to in writing by the parties in performance of said services as the work satisfactorily performed bears to the total work to be performed.

13. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Owner, the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Owner. The Owner may withhold such approval if for any reason the Owner believes in the Owner's sole discretion 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 other person or entity in connection with the services, including without limitation any contractors, department, board, agency, commission or other organization or any person whether governmental or private unless required by applicable law, except upon prior written approval and instructions of the Owner. However, you may communicate regarding the services with: (a) Owner; (b) Consultant's subconsultants; (c) Manufacturers and suppliers of material to obtain data from them when Consultant finds such data necessary, unless otherwise instructed by the Owner; (d) Consultant's lawyers engaged to advise Consultant concerning the Agreement and the performance of the services; (e) Consultant's insurers, to the extent necessary to maintain insurance in compliance with the Agreement.

15. Any services performed for the benefit of the Owner 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 Owner, 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.

Services performed under additional task orders or as Extra Work for an existing task order shall be governed by the terms of this Agreement, including its compensation provisions. The Director and the Consultant may agree, in writing, on lump sum or other compensation for additional task orders or Extra Work. In the event that no such agreement is reached compensation shall be on



an "hourly rate basis." The salary and billing rates set forth in Schedule 2 shall be applicable to all additional task orders and Extra Work performed under this Agreement.

16. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Owner or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Owner from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Owner 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 Owner.

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 Owner, and the Owner 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 WTC Construction Department without express written authorization of the Director. The Owner 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 and subconsultants for the benefit of the Owner to insure that the Owner has such rights and to give to the Owner or any party designated by the Owner all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Owner and Authority against any claims of proprietary rights infringement arising out of such use of your work product.

17. It is agreed that all information of any nature whatsoever given by You which is in any way connected with the service performed in connection with this Agreement regardless of the form of communication, 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 Owner or 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 Owner or the Authority without liability of any kind except as may arise under valid existing or pending patents, if any.

18. You shall promptly and fully inform the Director in writing of any patents, copyrights, or trade secrets, or other property rights disputes concerning such rights, 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. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development subject matter protectable as intellectual property or patentable is produced by the Consultant, his officers, agents, employees, or subconsultants, the Owner 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 Owner. Promptly upon request by the Owner, the Consultant shall furnish or



obtain from the appropriate person a form of license satisfactory to the Owner, but it is expressly understood and agreed that, as between the Owner and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Owner 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 Owner 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 Owner but such license shall not be otherwise transferable.

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

20. Without the express written approval of the Director, you shall keep confidential, and shall require your subconsultants and your employees to keep confidential a) all information disclosed by the Owner or the Port Authority or the Owner's 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.

21. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Owner shall be void and of no effect as to the Owner, 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 Owner to such subconsultant or give the subconsultant any rights against the Owner.

22. Confidential information shall mean all information disclosed to you or your employees which relates to the Owner's or the Authority's past, present, and future research, development and business activities including, but not limited, to software and documentation licensed to the Owner or the Authority or proprietary to the Owner or 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 your services under this Agreement. You shall hold all such confidential information in trust and confidence for the Owner, and agree that you and your employees 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. You and your employees shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Owner or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. You and your employees 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.



Consultant's obligations with respect to confidentiality and document security are set forth in a Confidentiality Agreement, between Owner and Consultant (the "Confidentiality Agreement"; Exhibit 1). Consultant hereby agrees to execute Confidentiality Agreement, and hereby agrees the Confidentiality Agreement is and remains in full force and effect in accordance with its terms.

23. The Owner has a long-standing practice of encouraging Minority-owned Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with Owner, either directly or as subconsultants or subcontractors. For purposes of the Agreement, "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.

For purposes of the Agreement, "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 Director has set a goal of twelve percent (12%) participation by qualified and certified MBEs and five percent (5%) to qualified and certified WBEs on consultant projects. In order to facilitate the meeting of this goal, the Consultant shall use every good faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

To be "certified", a firm must be certified as a MBE and/or WBE respectively by the Authority's Small Business Programs ("SBP").

The Owner has a list of certified MBE/WBE service firms, which is available to you at your request. Owner makes no representation as to the qualifications or ability of these entities to perform under the Agreement. The Consultant may use entities that are not on the list. However, the Consultant must submit the names of MBE/WBE entities to the Authority's Small Business Programs for certification. Only Authority certified MBE/WBE entities will be considered to meet the goals identified above.



24. NOTIFICATION OF SECURITY REQUIREMENTS

The Owner and the Authority have facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Owner 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 Owner or 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 Owner or its designee to perform background checks. Such authorization shall be in a form acceptable to the Owner.

The Owner 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.

Compensation for compliance with security requirements not anticipated, as part of the original scope of services shall be subject to the terms of the Agreement relating to compensation as determined by the Owner.

25. The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner against damages, liabilities and cost arising from the negligent acts of the Consultant or his subconsultants in the performance of professional services under this Agreement, to the extent that the Consultant or his subconsultants is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Owner. The Consultant or his subconsultants shall not be obligated to indemnify the Owner for the Owner's own negligence.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Owner and the Authority, so that they shall have all the rights which they would have under this clause if there were named at each place above at which the Owner is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Owner 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".

Consultant shall indemnify and hold 1 WTC, Authority, and their respective affiliates, officers, directors, employees, agents, successors, and assigns set forth in Schedule 1 attached hereto ("Indemnitees") harmless from all claims, damages, losses, and expenses to the extent such claims, damages, losses, and expenses arise out of, or in connection with, failure of Consultant to act in accordance with the standard of care in connection with performance of Consultant's services, including those of its Subconsultants.

26. COMMERCIAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) Prior to performance of work at the site, 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 policy shall include the Authority; Port Authority Trans Hudson Corp. (PATH); and all other Additional Insureds named in Schedule 1 attached hereto, as an additional insured (except for Professional Liability) 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 Executive as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.



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

2) Additional 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 explosion, collapse, and underground property damage 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 the law where the work will take place, 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 Longshore'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 – \$ 2 million, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant.

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 to the Project Executive.



1) Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

2) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Director shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Director 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 Port Authority.

3) 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.

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

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

By signing this Agreement, the Consultant and each person signing on behalf of the 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 Authority's 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 Port 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 Owner or the Port 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**

The Consultant is 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 a Port Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has submitted a proposal 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 a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Owner or the Port 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 Owner or the Port Authority of duties involving transactions with the Consultant on behalf of the Owner or Port Authority, whether or not such duties are related to this Agreement or any other Owner or Port 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 Owner or Port Authority agreement), etc. which might tend to obligate the Port 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 Owner or Port Authority agreement. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port 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 Authority's 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 Port Authority).

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 contract (other than a contract for its own services to the Owner or the Authority) to which it is contemplated the Owner or the Port 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 contractor of the Owner or the Port Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, 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 Owner or 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 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 Owner or 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.

Any entity performing services for Owner is presumed to have a potential conflict of interest if the same entity or an affiliate also provides services to other World Trade Center stakeholders/owners (e.g., LMDC, NYSDOT, WTC Net Lessees) or their affiliates responsible for building portions of the World Trade Center site. However, if Consultant desires to provide services to such a third party and Consultant believes that Consultant can provide a mitigation plan that would address the perceived conflict of interest, Consultant, before agreeing to provide services to such a third party, shall give written notice to Owner and submit such plan for evaluation to Owner. Owner will evaluate the submitted mitigation plan and notify Consultant of whether such plan is acceptable in the Owner's sole discretion. If Owner determines that a potential conflict of interest exists that, in Owner's sole opinion would make Consultant's providing services to such a third party inappropriate, Consultant hereby agrees not to agree to provide services to such a third-party. This Section is a material component and is of the essence of the Agreement.

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 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.

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 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 Owner or 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. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

36. The Schedule Freedom Tower Standard Agreement Supplement is attached to and fully a part of the Agreement and is incorporated in its entirety. If any provision in such Schedule contradicts or is inconsistent with any provision of the previous provisions of the Agreement, the provisions of such Schedule shall prevail and override any contradictory or inconsistent provisions.

37. 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,

1 World Trade Center LLC

Handwritten initials: KH, PG, EP

By: *Steven Plette*

Title: *Director*

Date: *5/7/07*

ACCEPTED:

Mueser Rutledge Consulting Engineers

By: *[Signature]*

Title: *Partner*

Date: *April 23, 2007*



Schedule 1 – Indemnitees and Additional Insureds:

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation
- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC
- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC
- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC



- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.
- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) The City of New York
- jj) The Lower Manhattan Development Corporation
- kk) The World Trade Center Memorial Foundation
- ll) Metropolitan Transit Authority

SCHEDULE
FREEDOM TOWER STANDARD PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT

Supplemental Terms. The following terms are incorporated by reference into the Agreement as if restated in their entirety in the Agreement.

1. **Not used.**
2. **Continuance of Services Pending Dispute.** Notwithstanding anything elsewhere in this Agreement or applicable law to the contrary: If Owner in good faith disputes any charge or invoice by Consultant as being due, Owner may withhold the amount Owner disputes from payment to Consultant. If Owner withholds payment pursuant to the foregoing, Consultant shall continue performing its services and shall not be entitled to suspend work or terminate this Agreement despite such withholding, provided Owner pays all non-disputed amounts to Consultant in accordance with this Agreement.
3. **Moral Rights.** In addition to other provisions related to intellectual property assigned to Owner under this Agreement, Consultant waives all "moral rights" (e.g., right of attribution, right of integrity) Consultant may have in or to the work product or the results of the work product, including the Project once built and any visual arts within it or on it.
4. **Survival of Select Sections.** The provisions of this Agreement that are to be performed after its term or after termination by either party, including this Schedule, shall survive the expiration or termination of this Agreement.
5. **Quality Control/Assurance Program.** When Services include the preparation of contract documents that may be incorporated into a contract between Owner and a construction manager or contractor for the F1 (e.g., plans, drawings, specifications) ("**Contract Documents**") Consultant shall submit its specific Quality Control/Assurance Program to the Owner's Chief Engineer (who shall be the Chief Engineer of the Authority or such person's designee, the "**Chief Engineer**") prior to the performance of such Services (or if services are underway, promptly after the date of this Agreement). When Consultant has completed preparation of any Contract Documents Consultant shall submit a letter to the Chief Engineer certifying Consultant's conformance with the Quality Control/Assurance Program.
6. **Computer Aided Design and Drafting Requirements.**
 - 6.1 Work product prepared using computer aided design and drafting (CADD) documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software, or Integraph's "Microstation" software, or another application as directed by the Chief Engineer prior to the performance of specific Services. Consultant shall submit such work product to Owner on compact discs, 3.5" floppy diskettes, or in another medium Owner requests.

6.2 Work product that includes architectural graphics must be prepared using Macintosh hardware and operating system and Autodesk's "AUTOCAD" computer system. Such work product shall be prepared using the latest revision of the following software applications, as Owner requests: "Adobe Illustrator", "Quark Xpress", "Microsoft Word". Consultant shall submit such work product to Owner on compact discs, 3.5" floppy diskettes, or in another medium Owner requests.

7. Not used.

8. All Services Under this Agreement.

Any services performed for the benefit of the Port Authority of New York and New Jersey (together with all of its subsidiaries, the "Authority") or Owner at any time by or on behalf of Consultant, even though in addition to those described herein, and even if expressly and duly authorized by the Authority or Owner, shall be deemed to be rendered under and subject to this Agreement (unless specifically 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.

9. Not used.

10. Not used.

11. Protection of Security Information.

11.1 Consultant, each subconsultant, and others requiring access to Confidential and Privileged ("C&P") security information and Sensitive Security Information ("SSI") shall be required to implement uniform security procedures regarding the identification, handling, care and storage of Owner C&PI belonging to Owner and SSI as defined in 49 CFR Parts 15 and 1520.

Owner C&P security information is information that, if subject to unauthorized disclosure, access, alteration, loss or misuse would be detrimental to the public interest and/or might adversely affect, or compromise, public safety or security as it relates to the Authority or Owner property, facilities, systems and/or operations, or which might otherwise adversely affect homeland security.

The Authority has developed requirements and other safeguards that are necessary both to prevent unauthorized disclosure of C&P security information and to control the authorized disclosure of C&P this information for use internally within the Authority and when released by the Authority to outside entities for legitimate business purposes. These requirements and safeguards may be found in the Authority's Handbook for Protecting Security Information (July 8, 2005) and the Project's Security Information Practices and Procedures Manual, both of which will be made available to Consultant and each subconsultant. Each Consultant, subconsultant, and their staffs shall follow and

implement the requirements and safeguards set forth in the aforementioned Handbook. Further, the staffs of Consultant, subconsultants and others requiring access to C&P security information and SSI may also be required to sign a Non-Disclosure/Confidentiality Agreement (NDA), or an Acknowledgement thereof where an executed NDA is in place, prior to performing work activities in connection with this Agreement.

11.2 Consultant, each subconsultant, and others requiring access to C&P security information and SSI shall appoint a senior management level employee to be the company's Security Information Manager ("SIM"). The SIM is responsible for implementing and maintaining the firm's Program for Protecting C&P security information and/or SSI. A Deputy SIM ("DSIM") shall also be appointed in case the SIM is unavailable for any reason.

11.3 The SIM shall prepare an Authorized Personnel Agreement -Project List - a list of employees who are authorized to access C&P security information and the date each executed the NDA. A copy of this list shall be provided to Owner and updated monthly. This list will be used to verify that individuals have been briefed into the program and are certified for access to C&P security information.

Protection of C&P security information and SSI is a material obligation of Consultant hereunder and failure to do so is grounds for termination for cause.

In addition, an individual's access to C&P security information and SSI may be contingent upon the satisfactory completion of a security background check for such individual and proof of the implementation of satisfactory procedures for safeguarding such C&P security information and/or SSI.

Unauthorized disclosure of SSI may be grounds for a civil penalty and/or other enforcement or corrective action by the United States Department of Transportation and/or the United States Department of Homeland Security against individuals or entities they deem appropriate, including but not limited to Consultant, subconsultants, and their staffs.

Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

11.4 Consultant shall include and require the inclusion of this numbered provision in all contracts and subcontracts for Work, services or supplying materials required for this Agreement of every tier.

12. **Not used.**

13. **Not used.**

14. **Not used.**

15. **Not used.**

16. **Not used.**

17. **Not used.**

18. **Not used.**

19. **Not used.**

20. **Notice.** Any notice, request, or other communication given under, connected with, or related to, this Agreement shall be (a) delivered personally, (b) sent by a nationally recognized overnight air courier providing confirmation of receipt by the recipient, such as Federal Express, or (c) sent by United States certified mail, return receipt requested, postage prepaid. Each notice shall be addressed as follows:

To Owner:

1 World Trade Center, LLC
c/o The Port Authority of New York and New Jersey
115 Broadway
10th Floor
New York, NY 10006
Attn: Director, WTC Construction

To Consultant:

Mueser Rutledge Consulting Engineers
14 Penn Plaza
225 West 34th Street
New York, NY 10122
Attn: Partner

Notices shall be considered given (a) upon delivery, or refusal of delivery, if personally delivered, (b) on the first business day after delivery to a nationally recognized overnight courier if sent by such a courier, or (c) on the fifth business day after deposit with the United States Postal Service if sent by certified mail. The party contending the giving of proper notice under this Agreement shall bear the burden of proving the proper giving of such notice in compliance with this Section by a preponderance of the evidence. Either party may change its notice address by giving notice of such change in accordance with this Section; however, such notice shall not be effective until the proper addressee of the applicable change of address notice actually receives such notice.

21. **Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which taken together shall constitute one and the same instrument.

Schedule 2

Port Authority Salary Schedule as of January 1, 2007

EMPLOYEE	HOURLY RATE	DATE	23-Mar-07
PARTNERS			
LACY, H.	275.00	Billing Rate	
BRAND, A.	275.00	Billing Rate	
CACOILO, D.	275.00	Billing Rate	
MOSKOWITZ, J.	275.00	Billing Rate	
DEMING, P.	275.00	Billing Rate	
KAUFMAN, J.	275.00	Billing Rate	
ELLMAN, R.	275.00	Billing Rate	
ARLAND, F.	275.00	Billing Rate	
CONSULTANT			
Tamaro, G. (*)	325.00	Billing Rate	
SENIOR ASSOCIATES			
ASCE - ENGINEER VIII			
POLETTI, R.	75.69		
WENDEL, T.	70.77		
GOOD, D.	69.97		
POPOFF, T.	69.85		
KAECK, W.	69.08		
D'ARGENZIO, D.	67.69		
RADSKE, R.	68.06		
STREIDT, H.	68.00		
TRIVEDI, K.	65.69		
ASSOCIATES			
ASCE - ENGINEER VII			
CHOW, M.	63.38		
RHYNER, F.	62.77		
SHAH, H.	62.62		
ARANA, A.	62.46		
CHRISTIE, D.	61.85		
CHANG, D.	60.77		
DEVITO, A.	59.23		
VOLTERRA, J.	58.31		
LOPEZ, P.	58.00		
CANALE, T.	55.85		
CERMAK, J.	55.38		
PIAZZA, G.	54.31		
NIKOLAOU, A. S.	52.77		

(*) Consultant as of 1/1/07

MANAGING ENGINEER

ASCE- ENGINEER VI

QUINLAN, J. 64.62

SUPERVISING ENGINEERS

ASCE- ENGINEER VI

WISNIEWSKI, R. 59.85
REINA, R. 58.15
JAZAYERY, B. 58.15
McKEEN, D. 57.54
BHALLA, S. 54.46
STYPULKOWSKI, J 53.23
PONTECORVO, A. 51.08
CHOI, J. 49.85
BEER, I. 48.92

SENIOR ENGINEERS

ASCE- ENGINEER V

LOWE, S. 48.31
SUN, L. 43.38
ELSAID, F. 42.92
VASTANI, F. 42.46
FANTAYE, S. 41.85
WECKLER, M. 38.77
WONG, J. 38.46

ENGINEERS

ASCE- ENGINEER IV

DE NIVO, A. 38.31
MADARASZ, P. 37.54
LIDDY, C. 37.23
YENAMANDRA, S. 36.62

ENGINEERS

ASCE- ENGINEER III

TANTALLA, J. 38.15
DROHAN, G. 37.85
CARPIO, O. 37.54
ROSEBROOK, K. 36.00
TOGNON, A. 35.69
NUNEZ, R. 34.77
KOKOSALAKIS, G. 33.85
LAW, M. 33.54

ENGINEERS

ASCE- ENGINEER III (continued)

FEJES, A.	32.92
HWANG, S.	32.92
KLAETSCH	32.62
VERASTEGUI, R.	32.31

ENGINEERS

ASCE- ENGINEER II

ABI SAAB, N.	32.92
ROCHA, S.	31.69
KLONARIS, G	31.38
RINALDI, G.	31.08
CHINTHAMANI, R.	31.08
JOHNSON, S.	30.77
GADHI, R.	30.77
SCHULZE, K.	30.46
CIAMEI, A.	30.46
DRISCOLL, R.	29.69
PEREIRA, N.	29.54
QUASARANO, M.	28.92

ENGINEERS

ASCE- ENGINEER I

BRANT, L.	30.15
GO, J. E.	30.15
PELTZ, A.	29.85
SULLIVAN, J.	29.54
HAWK, C.	29.23
ILIADELIS, D.	28.92
SACKS, A.	28.92
WEI, H.	28.62
BUSICK, D.	28.62
CHRISTENSEN, J.	28.62
RHEDRICK, K.	27.69
MALKAS	27.38
ALAYO, R.	27.08
LYONS, A.	27.08
RUBINSTEIN, E.	27.08
ZANELLA, G.	27.08
LEPPERT, D.	27.08
JANKE, D.	26.77
DAIL, E.	26.46
CHAN, J.	26.46
CHEN, D.	26.46
SCHNEIDER, M.	26.46

GEOLOGISTS

AZMI, A.	36.80
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MOSS, C. 33.17

TECHNICIANS II

WEBB, F. 32.92

MUNOZ, M. 28.25

TECHNICIANS I

YOUNG, Z. 23.54

EALEY, B. 23.38

ORDONEZ, Y. 21.54

CONSTRUCTION SPECIALISTS

HOBSON, W. 46.92

DANKO, J. 35.00

MCCORMAC, J. 35.00

MURPHY, G. 35.00

SALMERON, O. 35.00

DESIGNER/DRAFTER

MAURIN, J. 42.77

MOZDZEN, A. 36.62

BLANCO, H. 31.85

BOSCAINO, B. 30.77

DE LOS SANTOS, E. 29.85

YAGILSKAYA, I. 29.08

PEREZ, C. 28.15

HUNTER, A. 26.15

DRAFTPERSONS

LIVSHITZ, S. 27.08

PEKO, A. 26.62

REVA, L. 26.15

CHERKASSKAYA, E. 26.00

RODRIGUEZ, J. 24.31

TECHNICAL TYPISTS

SINGH, C. 29.60

AHL, D. 28.00

*****Note: Rates subject to escalation on July 1, 2007*****

Above rates except for Partners are multiplied by 2.9 for billing purposes.

Joseph N. Courtdade - Director of Finance

Exhibit 1

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
WORLD TRADE CENTER - TOWER ONE
NEW YORK, NEW YORK

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Whereas, 1 World Trade Center, LLC (hereinafter referred to as "1 WTC"), recognizes the need to share confidential and privileged security information with certain employees, consultants, contractors and other persons (hereinafter referred to as the "RECIPIENT(S)"), working on the redevelopment of the World Trade Center site in New York, New York (hereinafter referred to as the "PROJECT"); and

Whereas, the RECIPIENT has requested that 1 WTC provide RECIPIENT with access to certain confidential and privileged information, which, among other things, may pertain to the security, safety and protection of the PROJECT; and

Whereas, as a condition to the provision of such confidential and privileged information, the RECIPIENT is willing to enter into this Non-Disclosure and Confidentiality Agreement (hereinafter referred to as the "CONFIDENTIALITY AGREEMENT") with respect to the handling and use of CONFIDENTIAL INFORMATION, as the term "CONFIDENTIAL INFORMATION" is defined in Paragraph 1 below;

Accordingly, it is hereby agreed and expressly understood and acknowledged as follows:

1. Certain information regarding the PROJECT may be designated confidential and privileged information ("CONFIDENTIAL INFORMATION"), which shall mean any and all privileged, confidential, sensitive security, and/or proprietary information provided by 1 WTC to the RECIPIENT in any format, including oral presentation, video and/or audio format, any documents, drawings, plans, specifications, design information or other materials relating to construction, operation, security, safety and/or protection of the PROJECT sites, including without limitation contingency plans, points of contact, standard operating procedures, and any other related information, or information or materials relating to any operations conducted at, construction undertaken at, or activities performed at the PROJECT sites, regardless of the form, format or medium in which such information is provided, it being understood and agreed that all such information shall be designated confidential by 1 WTC as follows: if in tangible form, it

shall bear the legend "CONFIDENTIAL AND PRIVILEGED" or some other similar identifying mark indicating that such item is confidential, privileged, sensitive security, and/or proprietary information; if conveyed orally, it shall upon disclosure be identified as confidential or identified by other words or phrases indicating that the information is confidential, privileged, sensitive security, and/or proprietary information, with a notice in writing to the RECIPIENT from either 1 WTC, The Port Authority of New York and New Jersey ("AUTHORITY"), or Tishman Construction Corporation ("CONSTRUCTION MANAGER") transmitted within five (5) business days after conveyance of such CONFIDENTIAL INFORMATION; and

2. That certain CONFIDENTIAL INFORMATION provided to the RECIPIENT may be designated and/or include SENSITIVE SECURITY INFORMATION ("SSI") as defined in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. § 114), the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. § 40119), and/or CRITICAL INFRASTRUCTURE INFORMATION ("CII") as defined in the Critical Infrastructure Information Act of 2002 (6 U.S.C. §§131-134) and any rules or regulations enacted pursuant thereto. SSI and CII shall be received and handled as required by the applicable federal regulations; and

3. That pursuant to the aforementioned Federal Regulations, specifically 49 C.F.R. §§15.17 and 1520.17, any such violation thereof or mishandling of SSI therein defined "is grounds for a civil penalty and other enforcement or corrective action by the Department of Transportation [and Department of Homeland Security], and appropriate personnel actions for Federal employees. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure"; and

4. That the first page of any document or other tangible material designated confidential and privileged or any container holding CONFIDENTIAL INFORMATION designated confidential and privileged will be plainly marked "CONFIDENTIAL AND PRIVILEGED," "SENSITIVE SECURITY INFORMATION," "CRITICAL INFRASTRUCTURE INFORMATION," "PROPRIETARY INFORMATION," or words of similar import. All information, documents and other material provided as such and, any part

thereof, shall be deemed confidential, notwithstanding the fact that only the first page of a document or the container is actually marked; and

5. That the CONFIDENTIAL INFORMATION will only be used in the performance of duly authorized activities relating to the portion of the PROJECT referred to as "Freedom Tower" or "Tower 1," which is being developed for and constructed on a portion of the World Trade Center site, and such CONFIDENTIAL INFORMATION will not be used for any other purpose, except as expressly permitted by this CONFIDENTIALITY AGREEMENT, or as expressly directed in writing by 1 WTC, and, until such time the information is no longer considered confidential and privileged by 1 WTC, it will be held and treated in the strictest confidence and will not be disclosed either directly or indirectly to any other person who has not acknowledged and agreed in writing to be bound by this CONFIDENTIALITY AGREEMENT, and such information will only be provided to such individuals to the extent that it is required for use on the RECIPIENT'S behalf in performing its duly authorized activities at or in connection with the PROJECT and will be provided only on a need-to-know basis; nor shall any copies of documents or materials in any form, format or medium, which contain disclosures of such CONFIDENTIAL INFORMATION, be made without the prior written consent of 1 WTC; and

6. That the CONFIDENTIAL INFORMATION shall not be disclosed to persons other than those employed by or acting on behalf of the RECIPIENT who have a need to know and/or a need to have access to the information without the express written permission of 1 WTC in its sole discretion; and if such permission is granted, then such CONFIDENTIAL INFORMATION will be provided only upon the execution of an acknowledgment in the form attached hereto as Exhibit "A" (Acknowledgment) by the RECIPIENT agreeing to be bound by this CONFIDENTIALITY AGREEMENT; and

7. That all documents containing the CONFIDENTIAL INFORMATION will be handled with the highest care and in a manner designed to prevent their disclosure to unauthorized third parties consistent with the security policy, practices and procedures of 1 WTC and the AUTHORITY as set forth in Exhibit "C" (Handbook for Protecting Security Information dated November 1, 2004 and Revised July 8, 2005); and

8. That, if a subpoena, discovery request, court order, request under the Freedom of Information Act, or any other request or demand authorized by law seeking disclosure of confidential information is received, 1 WTC will immediately be notified thereof in order to permit it to seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate, and the undersigned will fully cooperate in 1 WTC'S efforts in this regard so as to assure that confidential treatment will be afforded the CONFIDENTIAL INFORMATION. In the absence of the protective order, disclosure will be made of only that part of the CONFIDENTIAL INFORMATION as is required to be disclosed, after advising and consulting with 1 WTC, the RECIPIENT, and their respective counsel, as to such disclosure and the nature and wording of such disclosure, and the RECIPIENT will use its best efforts to obtain confidential treatment thereof by cooperating with 1 WTC to obtain a protective order. If at any time the CONFIDENTIAL INFORMATION is inappropriately disclosed, the undersigned will immediately report that fact and the circumstances regarding such disclosure to 1 WTC; and

9. Within ten (10) days after the earlier of (a) completion of the work or services by RECIPIENT under the trade contract entered into by RECIPIENT and 1 WTC with respect to the Freedom Tower, or (b) 1 WTC's written demand, the RECIPIENT shall: (i) destroy and cause its agents to destroy all copies of the CONFIDENTIAL INFORMATION, including all copies of all documents and of all other media that contain any of the CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECIPIENT or its agents based on or derived from the CONFIDENTIAL INFORMATION, in a manner prescribed by 1 WTC and (ii) certify to 1 WTC that the destruction by the RECIPIENT and its agents required by sub-clause (i) immediately above has occurred by having a duly authorized officer of the RECIPIENT or, if the RECIPIENT is not a corporation or other entity with officers, then the RECIPIENT shall have an authorized person of similar position and authority in the organization complete, execute and deliver to 1 WTC (at the address for 1 WTC pursuant to Paragraph 10 hereof) a certification in the form attached hereto as Exhibit "B" (Certification). Compliance with this paragraph shall not relieve the RECIPIENT from compliance with the other provisions of this CONFIDENTIALITY AGREEMENT; and

10. The 1 WTC Representative shall be the Director of Priority Capital Programs of the AUTHORITY or such Representative's designee, with all notices required under this CONFIDENTIALITY AGREEMENT to be sent in a prompt manner to the following: (i) 1 WTC, LLC, c/o the Port Authority of New York and New Jersey, 115 Broadway, New York, New York 10006; with a copy to (ii) to Tishman Construction Corporation, Attention: _____, 666 Fifth Avenue, New York, New York 10103; and

11. That the obligations under this CONFIDENTIALITY AGREEMENT will be perpetual (unless otherwise provided in this CONFIDENTIALITY AGREEMENT) or until such time as the information is no longer considered confidential by 1 WTC; and

12. That each provision of this CONFIDENTIALITY AGREEMENT is severable and, if a court should find any provision of this CONFIDENTIALITY AGREEMENT to be unenforceable, all other provisions of this CONFIDENTIALITY AGREEMENT shall remain in full force and effect; and

13. The unauthorized disclosure and handling of the CONFIDENTIAL INFORMATION could have an adverse and detrimental impact on public safety and security and significantly endanger 1 WTC, its facilities, its patrons and the general public; and

14. The obligations of confidence required hereunder of RECIPIENT and its employees are extraordinary and unique and are vital to the security and well-being of 1 WTC and the AUTHORITY, their customers, facilities and the general public, and that disciplinary actions and/or damages at law may be an inadequate remedy for any breach, or threatened breach, of this CONFIDENTIALITY AGREEMENT, and that 1 WTC or the AUTHORITY (as an intended third party beneficiary) shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as either may deem appropriate for any such breach, without being required to show any actual damage or to post any bond or other security; and

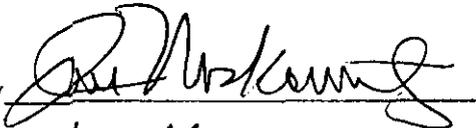
15. This CONFIDENTIALITY AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York, excluding conflict of law provisions; and

16. Any violation of this CONFIDENTIALITY AGREEMENT may result in legal and/or disciplinary action against the RECIPIENT, and/or against any individual violating this

CONFIDENTIALITY AGREEMENT and the signed Acknowledgment attached hereto as Exhibit "A."

Dated: New York, New York April 24, 2007

RECIPIENT:

By 

JOEL MOSKOWITZ (Printed Name)
PARTNER, MUESSER RUTLEDGE CONSULTING ENGINEERS

Exhibit "A"

ACKNOWLEDGEMENT

I, JOEL MOSKOWITZ, am employed by MUESER RUTLEDGE CONSULTING ENGINEERS located at 225 W. 34th St. NY, NY 10122.

In my capacity as PARTNER, I am involved with the development of the Freedom Tower at the World Trade Center site in New York, New York. I have been provided with and read the Non-Disclosure and Confidentiality Agreement of 1 WTC, LLC ("1 WTC") (hereinafter referred to as "CONFIDENTIALITY AGREEMENT") dated April 24, 2007. If it is required for me to review information provided by 1 WTC and marked "CONFIDENTIAL AND PRIVILEGED," "SENSITIVE SECURITY INFORMATION," "CRITICAL INFRASTRUCTURE INFORMATION," "PROPRIETARY INFORMATION," and/or words of similar import, then, pursuant to the terms of the CONFIDENTIALITY AGREEMENT, I acknowledge that I will be bound by each and every term and provision contained therein, including but not limited to disciplinary actions and/or civil and criminal penalties described therein, pursuant to the policy and procedures of 1 WTC, The Port Authority of New York and New Jersey, as well as federal and state regulations.

To the extent I am currently in possession of or will come in contact with marked information as it relates to the aforementioned CONFIDENTIALITY AGREEMENT, I agree to conform my handling procedures for information designated as "CONFIDENTIAL AND PRIVILEGED," "SENSITIVE SECURITY INFORMATION," "CRITICAL INFRASTRUCTURE INFORMATION," "PROPRIETARY INFORMATION," and/or by words of similar import, to the practices and procedures set forth and defined herein or risk loss of access to said information, removal from the PROJECT and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: [Signature]

Print Name: JOEL MOSKOWITZ

Title: PARTNER

Date: April 24, 2007

ATTACHMENT A

TASK ORDER -1WTCLLC/MRCE-001

PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SERVICES FOR FREEDOM TOWER FOUNDATION AND BELOW GRADE DRAINAGE DESIGN

I. BACKGROUND

The project consists of the development of a new high-rise office building, the Freedom Tower, incorporating approximately 3.5 million gross square feet of new construction both above and below grade in a Class A office building complex which includes sixty-nine office tenant floors and specialty components such as an observation deck, retail space, two-level restaurant, three-level broadcast facility, and an iconic top rising at the peak to the broadcast antenna.

The Consultant possesses copies of the original WTC drawings and numerous design drawings and documents relevant to the design and construction of the original WTC foundations. Of particular importance are the Consultant's copies of design drawings relevant to the original WTC slurry walls.

The Consultant also possesses data collected during the WTC Recovery Operation relevant to the present condition of the WTC slurry walls and the manner in which they are currently supported.

II. SCOPE OF WORK

The Consultant has provided and shall continue to provide the following foundation design professional engineering services for the Freedom Tower project:

- Task 1: Supplemental Geotechnical Investigation and Report Preparation
- Task 2: Foundation Design Support Services
- Task 3: Below Grade Drainage Design Services
- Task 4: Response to Foundation Design Review Comments
- Task 5: Design Assistance PATH Right of Way (ROW) Footing

III. CONSULTANT'S BASIC SERVICES COMPLETED AS OF OCTOBER 1, 2006

- A. The Consultant's services completed in their entirety prior to October 1, 2006 are:
- Task 1- The Supplemental Geotechnical Investigation and Report Preparation whereby the Consultant designed and completed a subsurface exploration program to supplement prior subsurface investigations. A supplemental geotechnical report was submitted as part of this task.

- Task 4 - The Response to Foundation Design Review Comments whereby the Consultant responded to geotechnical review comments received from PA/QAD and PATH.

B. Consultant Tasks 2, 3, and 5 were not completed in their entirety as of October 1, 2006. The completion percentage for these tasks as of October 1, 2006 is as follows:

- Task 2: Foundation Design Support Services 65% complete
- Task 3: Below Grade Drainage Design 35% complete
- Task 5: Design Assistance PATH ROW 22% complete

A fuller description of these tasks and remaining services is provided below.

IV. DESCRIPTION OF CONSULTANT'S BASIC SERVICES REMAINING AFTER OCTOBER 1, 2006

The following tasks were begun by the Consultant prior to October 1, 2006 and were not completed in their entirety by that date. The Consultant shall be required to complete these services under this Agreement.

- Task 2: Foundation Design Support Services. The Consultant shall advise the Owner's Structural Engineer on issues related to the stability of the World Trade Center slurry walls within the limits of the Phase I foundation design package. Tasks include, but are not limited to, preparation of calculations, letters and summary memoranda; and attendance and participation at design coordination meetings.
- Task 3: Below Grade Drainage Design. The Consultant shall prepare and submit subgrade drainage design documents for review by the Port Authority. This task includes design of the appropriate connections between the new system and the undamaged and active original WTC subgrade drainage system. This drainage system is located below the Tower One B4 level structural slab. The Consultant's tasks include the submission of draft design documents; incorporation of review comments and submission of final design documents.

The following task was begun by the Consultant prior to October 1, 2006 and was not completed in its entirety by that date. The Consultant shall not perform the services under this task except if so directed by the Authority.

- Task 5: Design Assistance PATH Right of Way (ROW) Footing. The Consultant's task is to assist the Structural Engineer with coordination of the foundations with the Port Authority and PATH where physical and logistical conditions exist that require special technical solutions. The Consultant shall assist the structural engineer in the design of caisson foundations in select areas in the PATH ROW where the use of spread footings is not possible due to spatial constraints or other limitations imposed on the design team by PATH.

The Consultant shall maintain regular close communication and coordination with the Owner's Architect and all other consultants retained by the Owner as appropriate.

V. SCHEDULE AND SUBMISSIONS

- A. Task 2: Foundation Design Support Services
- Deliverable: Preparation of calculations and design documents as required for adding to the Foundation/Excavation submittal package and the Below Grade Concrete/MEP submittal package. This deliverable includes initial submission of draft documents and resubmission of final documents incorporating all comments.
 - Schedule: It is anticipated that this task will be completed by December 2007.
- B. Task 3: Below Grade Design Drainage
- Deliverable: Preparation of signed and sealed drawings for the below grade drainage design. This product includes submittal of initial draft documents for Authority review and resubmission of final documents incorporating all comments.
 - Schedule: It is anticipated that this task will be completed by May 2007.
- C. Task 5: Design Assistance PATH Right of Way
- No further work is anticipated on this task.

VI. SUBMITTAL REQUIREMENTS

- A. The Consultant shall comply with the Tenant Construction Application Procedures and Standard Guide of the Port Authority.
- B. The Consultant shall comply with the Project Design Criteria dated June 30, 2006 and as amended.
- C. Upon completion of Contract Documents the Consultant shall:
- Sign and seal all drawings prepared.
 - Any subconsultant shall sign and seal its own drawings. The Consultant's logo shall appear on each drawing prepared by a subconsultant.
 - All drawings prepared for New York contracts shall be signed and sealed by a Principal of the firm with either a New York Professional Engineer or New York Registered Architect License.
 - All engineering calculations shall be numbered, dated, and indexed. The index sheets shall define the total number of sheets submitted and shall have the signature of an engineer holding a professional license in the state of New York who is familiar with and responsible for the design.

VII. FEE SCHEDULE

The Consultant shall be paid \$87,519.62 to complete remaining work for Tasks 2 and 3 per agreement with the prior owner. No additional payments shall be made for Task 5 unless the Authority provides further direction.

The Consultant shall be paid on a percent-completed basis against the lump sum amount previously agreed-to for each task.

The Owner acknowledges that services described in this task order have been performed by the Consultant prior to the execution of this task order to maintain project progress as ownership was transferred from SPI to 1 World Trade Center LLC. It is understood by both the Owner and the Consultant that payment for services included in this task order and incurred after October 1, 2006 shall be paid against this task order after its execution. Any payments made to the Consultant after October 1, 2006 and prior to the execution of this task order are credited against this task order.

Payment status for these tasks as of October 1,2006 is as follows:

PAYMENT STATUS- REMAINING TASKS					
Task #	Task Description	Contract Amount	% Complete To Date	\$ Completed to Date	\$ Balance Due
2	Foundation Design Support Services	\$130,300.00	66%	85,769.55	44,530.45
3	Below Grade Drainage Design	\$65,700.00	35%	22,712.83	42,987.17
5	Design Assistance PATH ROW	\$35,000.00	22%	7,589.98	27,410.02
Totals		\$231,000.00		\$116,072.36	114,927.64

VIII. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

Electronic (AutoCAD) and paper copies of current architectural, structural, mechanical, electrical, plumbing drawings, and specifications for the project, as requested.

IX. CONDITIONS, PRECAUTIONS, AND QUALIFICATIONS

A. General

The Consultant shall immediately inform the Authority of any unsafe condition relating to foundation structures observed during the inspections required under this task order, which are not in conformance with the

Construction Contract Documents and/or Authority approved Contractor submittals. Additionally, the Consultant shall immediately inform the Owner and Authority of any unsafe condition they actually discover at any time during the course of their work at the site.

B. Work Areas

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

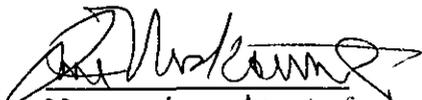
During all periods of time when he is not performing operations at the work site, the Consultant shall store all of the Consultant's equipment being used for the inspection in areas designated by the Chief Engineer and shall provide all security required for such equipment.

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

- C. Shop drawing review and requests for information (RFI's) on all design issues covered in this proposal are beyond the scope of services of this proposal and can be included in a separate proposal for field inspection services at the determination of the Owner.**

X. CONSULTANTS ACKNOWLEDGEMENT OF SCOPE AND FEE

I have reviewed the proposed scope and fee for the above task order and acknowledge that it accurately represents our understanding of the required services and compensation. It is understood that this task order does not become effective until an authorization letter is received from 1 World Trade Center LLC.


Name Joel Moskowitz

Mueser Rutledge Consulting Engineers
Firm

April 23, 2007
Date

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
DOWNTOWN RESTORATION PROGRAM
ONE WORLD TRADE CENTER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER**

**MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008**

MODIFICATION TO AGREEMENT – NO. 6

WHEREAS, 1 World Trade Center, LLC (hereafter referred to as the “Owner”) wholly owned by The Port Authority of New York and New Jersey (hereinafter called the “Authority”) and Mueser Rutledge Consulting Engineers (hereinafter called the “Consultant”), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the “Agreement”); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of the date of execution as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 6 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement #FTC0000008 and heretofore distributed by the Authority.

PA Agreement #FTC0000008 and Modifications to Agreement No. 1, No. 2, No. 3, No. 4 and No. 5

The Expert Professional Services Agreement as modified by Modifications to Agreement No. 1, No. 2, No. 3, No. 4 and No. 5 shall be amended as follows:

1. Second sentence of Clause 7, on page 4 is modified as follows:

Replace “\$3,350,000.00” with “\$3,747,000.00”.

Except as provided herein, all of the provisions of the Agreement and Modifications remain unchanged and in full force and effect.

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers 1 WORLD TRADE CENTER, LLC
By: Mueser Rutledge Consulting Engineers By: The Port Authority of New York and
New Jersey, its sole member

By: *[Signature]*

Title: Partner

Date: 3/2/11

^{JP}
By: *[Signature]*

Title: Director

Date: 3/28/11



THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
DOWNTOWN RESTORATION PROGRAM
FREEDOM TOWER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER**

**MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008**

MODIFICATION TO AGREEMENT – NO. 5

WHEREAS, 1 World Trade Center, LLC (hereafter referred to as the “Owner”) wholly owned by The Port Authority of New York and New Jersey (hereinafter called the “Authority”) and Mueser Rutledge (hereinafter called the “Consultant”), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the “Agreement”); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of the date of execution as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 5 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement #FTC0000008 and heretofore distributed by the Authority.

PA Agreement #FTC0000008 and Modifications to Agreement No. 1, No. 2, No. 3 and No. 4 – Expert Professional Services

The Expert Professional Services Agreement as modified by Modifications to Agreement No. 1, No. 2, No. 3 and No. 4 shall be amended as follows:

1. Second sentence of Clause 7, on page 4 is modified as follows:

Replace “\$3,050,000.00” with “\$3,350,000.00”.

Except as provided herein, all of the provisions of the Agreement and Modifications remain unchanged and in full force and effect.



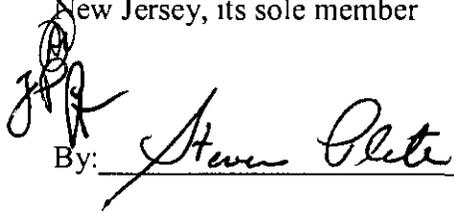
THE PORT AUTHORITY OF NY & NJ

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers 1 WORLD TRADE CENTER, LLC
By: Mueser Rutledge Consulting Engineers By: The Port Authority of New York and
New Jersey, its sole member

By: 
JOEL MOSKOWITZ


By: STEVEN BLUTE

Title: PARTNER

Title: Director

Date: 11/13/2009

Date: 11/18/09



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**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
DOWNTOWN RESTORATION PROGRAM
FREEDOM TOWER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER**

**MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008**

MODIFICATION TO AGREEMENT – NO. 4

WHEREAS, 1 World Trade Center, LLC (hereafter referred to as the “Owner”) wholly owned by The Port Authority of New York and New Jersey (hereinafter called the “Authority”) and Mueser Rutledge Consulting Engineers (hereinafter called the “Consultant”), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the “Agreement”); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of the date of execution as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 4 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement #FTC0000008 and heretofore distributed by the Authority.

PA Agreement #FTC0000008 and Modifications to Agreement No. 1, No. 2 and No. 3 – Expert Professional Services

The Expert Professional Services Agreement as modified by Modifications to Agreement No. 1, No. 2 and No. 3 shall be amended as follows:

1. Clause 1, on page 1 is modified to include the following new paragraph following paragraph 2:

“The Director may from time to time change designations in writing of his representatives authorized to act as his duly authorized representative with respect to the Project (but no such representative shall be authorized to amend or modify any provision of this Agreement or to act other than by written directions).”



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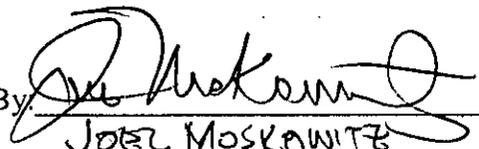
Except as provided herein, all of the provisions of the Agreement and Modifications remain unchanged and in full force and effect.

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers
By: Mueser Rutledge Consulting Engineers

1 WORLD TRADE CENTER, LLC
By: The Port Authority of New York and New Jersey, its sole member

By: 
JOEL MOSKOWITZ

30 ^{for} 11-14-09
By: 

Title: PARTNER

Title: Director, IWTC, LLC

Date: 10/16/2009

Date: 11-23-09



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DOWNTOWN RESTORATION PROGRAM
FREEDOM TOWER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER**

**MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008**

MODIFICATION TO AGREEMENT – NO. 3

WHEREAS, 1 World Trade Center, LLC (hereafter referred to as the “Owner”) wholly owned by The Port Authority of New York and New Jersey (hereinafter called the “Authority”) and Mueser Rutledge (hereinafter called the “Consultant”), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the “Agreement”); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of the date of execution as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 3 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement #FTC0000008 and heretofore distributed by the Authority.

**PA Agreement #FTC0000008 and Modifications to Agreement No. 1 and No. 2 –
Expert Professional Services**

The Expert Professional Services Agreement as modified by Modification to Agreement No. 2 shall be amended as follows:

1. References in the Agreement documents to "Freedom Tower" shall be deemed to mean "One World Trade Center."
2. Second sentence of Clause 7, on page 4 is modified as follows:

Replace "\$2,550,000.00" with "\$3,050,000.00".

Except as provided herein, all of the provisions of the Agreement and Modifications remain unchanged and in full force and effect.



THE PORT AUTHORITY OF NY & NJ

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

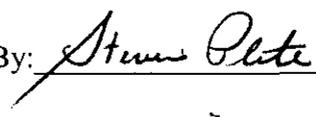
IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers 1 WORLD TRADE CENTER, LLC
By: Mueser Rutledge Consulting Engineers By: The Port Authority of New York and
New Jersey, its sole member

By: 
JOEL MOSKOWITZ

Title: PARTNER

Date: 4/06/09

^{SP}
By: 

Title: Director

Date: 5/6/09



THE PORT AUTHORITY OF NY & NJ
THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
DOWNTOWN RESTORATION PROGRAM
FREEDOM TOWER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER

MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008

MODIFICATION TO AGREEMENT – NO. 2

WHEREAS, 1 World Trade Center, LLC (hereafter referred to as the “Owner”) wholly owned by The Port Authority of New York and New Jersey (hereinafter called the “Authority”) and Mueser Rutledge (hereinafter called the “Consultant”), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the “Agreement”); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of July 3, 2008 as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 2 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement FTC#0000008 and heretofore distributed by the Authority.

Clause 7. PA Agreement FTC#0000008 – Expert Professional Services

The Expert Professional Services Agreement shall be amended as follows:

1. Second sentence of Clause 7, on page 4 is modified as follows:

Replace “\$2,450,000.00” with “\$2,550,000.00”.

Except as provided herein, all of the provisions of the Agreement and Modifications remain unchanged and in full force and effect.

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.



THE PORT AUTHORITY OF NY & NJ

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers 1 WORLD TRADE CENTER, LLC
By: Mueser Rutledge Consulting Engineers By: The Port Authority of New York and
New Jersey, its sole member

By: 

By: 

Title: PARTNER

Title: Director

Date: 7/7/2008

Date: 7/15/08



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THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
DOWNTOWN RESTORATION PROGRAM
FREEDOM TOWER
PERFORMANCE OF EXPERT PROFESSIONAL FOUNDATION DESIGN
SERVICES FOR THE FREEDOM TOWER

MUESER RUTLEDGE CONSULTING ENGINEERS
PA AGREEMENT #FTC0000008, PURCHASE ORDER #FTP0000008

MODIFICATION TO AGREEMENT - NO. 1

WHEREAS, 1 World Trade Center LLC (hereafter referred to as the "Owner") wholly owned by The Port Authority of New York and New Jersey (hereinafter called the "Authority") and Mueser Rutledge Consulting Engineers (hereinafter called the "Consultant"), have heretofore entered into a Contract in the writing known as PA Agreement #FTC0000008 (hereinafter called the "Agreement"); and

WHEREAS, the parties hereto desire to amend said Agreement in certain respects:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree the said Agreement shall be deemed amended effective as of May 1, 2008 as follows:

For the purpose of convenience and ease of location of changes effected by this Modification No. 1 and for said purposes only, all references herein to Proposal, Form of Contract, Specifications, Contract Drawings, Pages, Paragraphs, Clauses, and Lines are to conformed copies of PA Agreement #FTC0000008 and heretofore distributed by the Authority.

Clause 7. PA Agreement #FTC0000008 – Expert Professional Services

The Expert Professional Services Agreement shall be amended as follows:

1. Second sentence of Clause 7, on page 4 is modified as follows:

Replace "\$2,000,000.00" with "\$2,450,000.00".

Except as provided herein, all of the provisions of the Agreement remain unchanged and in full force and effect.

This Modification may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

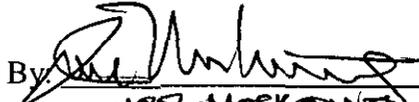


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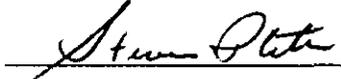
IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed by their respective duly authorized officers as of the day and year first above written.

Mueser Rutledge Consulting Engineers
By: Mueser Rutledge Consulting Engineers

1 WORLD TRADE CENTER, LLC
By: The Port Authority of New York and
New Jersey, its sole member

By: 
JOE MOSKOWITZ

SP
PV

By: 

Title: PARTNER

Title: Director, WTC Construction

Date: 5/1/2008

Date: 5/12/08