Torres Rojas, Genara

From: dmorris@tectonicengineering.com
Sent: Thursday, August 07, 2014 9:43 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 Avenue, Suit 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 the Professional Engineering Support Services for the WTC Redevelopment Program awarded to AKF Engineers from 8162013 to 1232015 related to reference number 4600009609.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 30, 2014

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

Re: Freedom of Information Reference No. 15191

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 the Professional Engineering Support Services for the WTC Redevelopment Program awarded to AKF Engineers from 8162013 to 1232015 related to reference number 4600009609."

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/15191-WTC.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

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

P.A. Agreement #4600009609
August 16, 2013

AKF Engineers LLP
1501 Broadway, Suite 700
New York, NY 10036

Attention: Robert O. Gibson, P.E., Partner

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015

Dear Mr. Gibson:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority" or "Port Authority") hereby offers to retain AKF Engineers LLP (hereinafter referred to as "the Consultant" or "you") to provide Expert Professional Engineering Support Services (Services) for the World Trade Center Redevelopment program on an As-Needed Basis during 2013-2015 ("Services" or the "Project") as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

For the purpose of administering this Agreement, the Director has designated James Kleeman, Deputy Director, or other such individual as hereinafter designated, to act as his duly authorized representative. The Project Manager for this project is Doug Smith, at tel. (212) 435-7747, or email address: dsmith@panynj.gov.

2. This Agreement shall be signed by you, and the Director of Procurement.

As used herein:

"Agreement" shall mean the writings setting forth the Scope of Services, terms and conditions for the procurement of Services, as defined hereunder and shall include, but not be limited to the Request for Proposals (RFP), Clause 38 hereof entitled "List of Attachments and Exhibits" and, if included, any other attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Procurement Department.

"Director" shall mean the Authority's Director of Port Authority of NY & NJ Redevelopment Department that operates various facilities of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

"Manager" shall mean the Program Manager, Project Integration or his designee or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

3. The term of this Agreement is on an "As-Needed" basis commencing on or about July 15, 2013 ("Effective Date") through December 31, 2015, at the discretion of the Port Authority

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

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

This Agreement is subject to the insurance requirements set forth in Exhibit A, Insurance Requirements.

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

6. You shall not continue to render Services under this Agreement after the point at which the total amount to be paid to you hereunder, in accordance with Paragraph 7 below, including reimbursable expenses reaches the amount of $1,515,193 unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to Services not yet performed, but you shall be compensated as hereinafter provided for Services already completed. It is

understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

7. As full compensation for the performance of all of your Services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed as set forth below, subject to the limits on compensation and provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable unless approved in advance and in writing by the Authority.

The document attached hereto as Attachment C, Contractor's Pricing and Compensation Proposal, includes a schedule of the all-inclusive (fully loaded) hourly rates payable hereunder that have been approved by the Port Authority.

A. The Consultant's compensation shall be computed by multiplying the applicable fully loaded hourly rate times the number of hours worked by each employee hereunder. The fully loaded (all-inclusive) hourly rates shall be computed as follows:

1.Direc t Personnel Costs - Actual hourly rates of Consultant's full time employees ("Personnel") for Services on the Project.

2.Consult ant's Profit.

3.Consult ant's Overhead Costs, inclusive of indirect cost items in compliance with 48 CFR Part 31, which shall not apply to partners, principals or temporary employees of Consultant.

When requesting salary or billing rate adjustments for one or more of its Personnel, the Consultant shall submit employee's 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 Port Authority to grant an increase in pay if Consultant demonstrates compliance with all of the following conditions: that an increase in salary is (a) in accordance with the program of periodic merit and cost of living increases normally administered by the Port Authority; (b) warranted by increased costs of providing Services under this Agreement; (c) based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients; and (d) in accordance with the Authority's salary rate increase policy for the current year for Port Authority employees possessing comparable skills and experience. If, during any calendar year, the Port Authority limits are not available to 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 or his/her designee, in his/her sole and absolute discretion.

B. Costs of Subconsultants. Consultant shall be reimbursed for the costs of any subconsultants, which shall only include an amount equivalent to the aggregate amount actually paid to subconsultants by Consultant. All subconsultant costs shall be reimbursed in accordance with the terms and conditions outlined in Section (A) above. Under no circumstances shall any subconsultant contract, at any tier, contain a cost-plus-percentage-of-cost compensation structure.

C. Reimbursable Expenses. The Consultant shall also be compensated in an amount not to exceed the out-of-pocket expenses, approved in writing and in advance by the Director, necessarily and reasonably incurred, and actually paid by you in the performance of your Services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your Services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

1. Notwit hstanding the above, the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:
   a. 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
   b. 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.
2. The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges, typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.
3. When the Consultant uses its employee's 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.
4. When the Consultant is asked to provide services outside the Port District, the actual cost of coach transportation as well as the cost for hotel

accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Director. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as provided herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Director. The total number of reimbursable travel hours (for travel outside the Port District) will be calculated by reducing the actual travel time by three hours. 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. See www.gsa.gov.

5. 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.

6. As used herein:

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

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

D. All costs under this agreement will be allowed to the extent permitted under 48 CFR Part 31.

8. Changes –

The Authority reserves the right to make changes that are within the general scope of work of this Agreement. Such changes will be authorized only upon the issuance of a written Change

Order. In the event such Change Order authorizes additional work, such work shall be compensated as mutually agreed upon by the parties.

9. Dispute Resolution.

   A. 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). Director's decision with respect to any question or dispute under this Paragraph shall be conclusive, final, and binding on the parties. The decision may be based on such assistance as Director may find desirable. The effect of Director's decision with respect to any question or dispute under this Paragraph shall not be impaired or waived by any negotiations or settlement offers in connection with the question or dispute decided, whether or not Director participated therein, or by any prior decision of the Port Authority or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.

   B. All such questions or disputes under this Paragraph shall be submitted in writing by Consultant or the Port Authority to Director 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. The Port Authority may join any other entity to the dispute that has a valid dispute resolution agreement with the Port Authority. In any action against the Port Authority 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 Director.

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

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

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

12. Termination.

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

B. For Convenience. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

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

14. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instructions of Director, provided, however that data from

manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

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

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

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

18. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority.

Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant, the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority, but such license shall not be otherwise transferable.

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

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

For each proposed subcontractor, the Contractor shall ensure that the Background Qualification Questionnaire Package ("BQQP"), available at:
http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip, is completed.

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

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

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

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

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

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

To ensure maximum participation in the Project, to the extent feasible and consistent with the exercise of good business judgment, the Port Authority has established a contract goal of 12 percent participation by qualified and certified MBEs and 5 percent by qualified and certified WBEs for all procurement, construction subcontracting, architectural & engineering services and ancillary service opportunities for the Work performed by the Consultant(s).

Consultant shall use its good faith efforts to provide for meaningful participation by MBEs and WBEs for (i) all procurement, construction subcontracting, architectural & engineering services and ancillary service opportunities for the Work performed by Consultants. Consultant shall facilitate, oversee, and scrutinize achievement of the good faith efforts and policies described herein for its Work. Consultant shall also report monthly to the Port Authority regarding progress and issues with respect to compliance and progress regarding the provisions of this Paragraph.

The provisions of this Paragraph shall be available and applicable to all subconsultants, of any tier, if any.

Consultant shall use every good faith effort, to the maximum extent feasible, to utilize subcontractors who are Port Authority-certified MBEs or WBEs.

i. The Port Authority has a list of certified MBE/WBE service firms, which list is available to Consultant at its request.

ii. Consultant will be required to submit to the Office of Business Diversity and Civil Rights ("OBDCR") for certification the names of MBE/WBE firms that Consultant proposes to use who are not on the list of Port Authority-certified MBE/WBE firms.

iii. In order for a firm to be "certified" as an MBE or WBE, the OBDCR must make the determination and so certify.

The Consultant may request a full or partial waiver of the M/WBE good faith efforts set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's OBDCR, that its good faith efforts did not result in meaningful participation by eligible M/WBEs because M/WBE's could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subconsultants. The Consultant shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include,

proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business and Job Opportunity, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's OBDCR. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749B, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Consultant shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Consultant's compliance with the foregoing provisions.

If, during the performance of this Contract, the Consultant fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Consultant has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Consultant's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

To be "certified" a firm must be certified by the Authority's OBDCR.

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

The Authority has a list of certified MBE/WBE service firms that is available to you at http://www.panynj.gov/business-opportunities/supplier-diversity.html. The Consultant will be required to submit to the Authority's OBDCR for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

22. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants

and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring the Consultant and subcontractors, when appropriate, to sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2009, corrected as of February 9, 2009)* annexed hereto as Exhibit E.
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

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

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

23. CONFIDENTIAL INFORMATION

A. Confidential information shall mean all information disclosed to the Consultant or the personnel provided by the Consultant hereunder which relates to the Authority's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and all associated software, source code procedures and documentation. 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 and/or used during the performance of the Consultant's Services under this Agreement.

B. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009),* Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all

work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

C. The Consultant shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Consultant and the personnel provided by the Consultant hereunder shall 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. The Consultant and the personnel provided by the Consultant hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or-after termination or expiration of this Agreement. The Consultant and the personnel provided by the Consultant hereunder 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. The Consultant shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Consultant has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Agreement or coming to the Consultant's attention in connection with this Agreement.

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

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

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

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

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

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

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

Neither the completion of Services hereunder nor the making of payment (final or otherwise) shall release the Consultant from its 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 it 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 it 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 it would assume or the claims for which it would be responsible in the absence of such enumerations.

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

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

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

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

A. been indicted or convicted in any jurisdiction;

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

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

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

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

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

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

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

By submitting a Proposal 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 current version of the Code of Ethics in effect on the commencement date of this Agreement (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an

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

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

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "26G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

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

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

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

agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

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

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

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

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

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

In addition, during the term of this agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the version of the Code of Ethics and Financial Disclosure effective on the commencement date of this Agreement(a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of Services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

29. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the 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 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 the Port Authority 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 the Port Authority and submit such plan for evaluation to the Port Authority. the Port Authority will evaluate the submitted mitigation plan and notify Consultant of whether such plan is acceptable in the Port Authority's sole

discretion. If the Port Authority determines that a potential conflict of interest exists that, in the Port Authority'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.

30. INTEGRITY MONITOR

The Authority has retained an integrity monitor in connection with the Project ("Integrity Monitor"). The Consultant shall cooperate and cause its Subconsultants and the Contractors to cooperate fully with the Integrity Monitor and the Port Authority and its Inspector General, including but not limited to providing complete access to all personnel and records related to the performance of this Agreement. Failure to comply with this provision shall be a material breach of this Agreement.

31. THE WORLD TRADE CENTER SITE SAFETY, HEALTH AND ENVIRONMENTAL PROGRAM

During execution and performance of the Consultant's services, the Consultant shall review and comply with the current "Downtown Restoration Program, The World Trade Center Site Safety, Health and Environmental Program", Revision Number 2.0 dated 5/3/2010, or later, which can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/pa-wtc-shep.pdf.

32. As required, the Authority reserves the right to have specific subconsultant(s) added to, or removed from this Contract.

33. DEFINITIONS

As used in sections 25 to 28 above, the following terms shall mean:

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

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

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

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

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

34. 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.

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

36. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

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.

38. List of Attachment/Exhibits

The following list of exhibits and attachments are annexed hereto and incorporated herein:

Attachment A: Scope of Services

Attachment B: Agreement on Terms of Discussion

Attachment C: Consultant's Pricing and Compensation Proposal

Attachment D: Consultant's M/WBE Participation Plan

Attachment E: Consultant's Staffing Plan

Exhibit A: Insurance Requirements

Exhibit B: Contractor Quality Program Requirements

Exhibit C: Non-Disclosure and Confidentiality Agreement

Exhibit D: WTC Site Security Requirements

Exhibit E: The Port Authority of New York & New Jersey Information Security Handbook, as amended

39. Notices. All notices, approvals and consents required or desired to be given under this Agreement shall be in writing, and shall be (i) personally delivered, (ii) transmitted by certified mail, postage prepaid, return receipt requested, or (iii) transmitted by telecopier or facsimile (as elected by the party giving such notice). Notices shall be addressed and delivered as follows:

To Owner:	The Port Authority of New York and New Jersey Attention: Philip Visser Director, World Trade Center Redevelopment 115 Broadway, 19th Floor New York, New York 10006
With a copy to:	The Port Authority of New York and New Jersey Attention: General Counsel 225 Park Avenue South New York, New York 10003
To Consultant:	AKF Engineers LLP Attention: Robert Gibson 1501 Broadway, Suite 700 New York, NY 10036

Sincerely,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

8

Lillian D. Valenti
Director
Procurement Department

Date 8/26/13

approved

ACCEPTED:
AKF ENGINEERS LLP

By: _____
Robert T. Gibson

Title: PARTNER

Date: 8/20/13

ATTACHMENT A Revised 06/28/13

REQUEST FOR PROPOSAL FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority", "Authority" or "Owner") owns the 16-acre World Trade Center (WTC) site and is responsible for the site's redevelopment.

WTC Redevelopment Plan

Bounded by Vesey Street, West Street (Route 9A), Church Street and Albany Street in Lower Manhattan, the WTC site is actively being redeveloped in accordance with architect Studio Daniel Libeskind's Master Plan. The 16-acre site is generally divided by Greenwich Street into two geographic segments, commonly referred to as the "West Bathtub" and "East Bathtub". The final development plan calls for the construction of five commercial office towers situated around a memorial plaza and sub-grade memorial/museum. Beyond the commercial and cultural developments, the site offers tenants and visitors a fully integrated, world-class Transportation Hub with public access areas and open space. More specifically, the site will include the following commercial and public uses:

- National September 11 Memorial and Museum ("NS11MM", or "Memorial");
- Approximately 9.8 Million SF of office space located in five buildings;
- Approximately 530,000 SF Retail Complex;
- WTC Transportation Hub ("HUB");
- Performing Arts Center ("PAC"); *and*
- Public infrastructure programs such as the Central Chiller Plant ("CCP"), the Power Distribution Center ("PDC") and the Vehicle Security Center ("VSC").

The redevelopment plan also includes several distinct Site Stakeholders ("Stakeholders"), which have varying levels of asset ownership, leasehold interests, and operational responsibilities at the WTC site. Key stakeholders include The Durst Organization, Westfield, Silverstein Properties, as well as the City of New York, the State of New York, and federal entities, all of which maintain active roles in the redevelopment process.

The Consultant shall support the Port Authority in its goal of developing and operating the WTC site as one of the world's premier mixed-use commercial projects. In fulfilling its roles and responsibilities, the Consultant shall coordinate all its efforts with affected stakeholders, as directed by the Port Authority.

Anticipated Project Schedule of Major Milestones (Subject to change)

Transportation Hub Milestones:

- East / West Connector to World Financial Center Opens – *Q4 2013*
- Tower 1 (1 WTC) & 4 (4 WTC) Transportation Hub Entrances Open – *Q1 2014*
- Transportation Hub Grand Opening – *Q1 2015*

Central Chiller Plant Milestones:

- Phase I: Partial Plant Opening – *Q4 2012*
- Phase II: Plant Fully Operational – *Q2 2014*

Vehicle Security Center Milestones:

- VSC Operational – *Q1 2014*
- East Side Roadway / Bus Parking Open – *Q4 2015*
- West Side Roadway Open – *Q2 2018*

Property Management Facility Opens – *Q1 2014*

Outside Stakeholder Milestones:

- Tower 1 Opening – Q4 2013
- Tower 4 Opening – Q4 2013
- Retail Grand Opening - Q1/Q2 2015
- Tower 2 – TBD
- Tower 3 – TBD

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing Expert Professional Architectural Support Services.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

The services of the Consultant may include, but shall not be limited to, performance of the following, as required:

Task 1: T2 Plaza Design – Retail

Consultant shall perform Electrical, Plumbing/Fire Protection (FP) design development services associated with the T2 Plaza. AKF will also coordinate with other consultants, who may be under separate contracts.

Scope of Services: The Scope of Services, shall include, but not be limited to, the following:

- Mechanical, electrical, plumbing/FP design development, construction documents and construction administration services for a 6,900 SF plaza, including retail kiosks, along the east side of the Tower 2 site.
- During the design process, coordinate with Beyer Blinder Belle and other sub consultants.

Deliverables: As part of its Scope of Services, Consultant will deliver:

- Provide plans and technical support to assist in the preparation of design materials;
- Produce mechanical, electrical, plumbing/FP design development documents;
- Rendered plans and technical support to assist in the preparation of design materials;
- Provide MEP construction documents;
- Provide construction administration services;
- Attending meetings with the Port Authority, other local authorities and agencies, along with the design team consultants as required.

Task 2: Evaluate Westfield Improvements – Retail

Consultant is to provide support to World Trade Center Redevelopment Retail (WTCR) in evaluating and documenting Westfield design enhancements, as well as coordinating feasibility studies and impacts of changes with other consultants to support the ongoing development activities.

Scope of Services: Consultant shall perform engineering design services, through design development, on an as-needed basis to assess proposed Westfield enhancements related to

the WTC Retail development. The Scope of Services, shall include, but not be limited to, the following:

- Review conceptual layouts to assess feasibility of proposed enhancements.
- Study engineering impacts to retail areas of proposed enhancements.

Deliverables: Deliverables will include, but not be limited to:

- Reports of findings of conceptual layout feasibility assessments.
- Reports of findings of engineering impacts to retail areas.
- Prepare schematic and design development engineering documents related to proposed design changes.
- Prepare for and attend meetings with WTCR, Westfield, World Trade Center Construction (WTCC) and other design consultants.

Excluded from this scope of work is the full coordination and changes to construction documentation.

Task 3: On Call Engineering Services – Retail

The purpose of this assignment is to provide support to WTC Redevelopment Retail in reviewing, documenting and coordinating retail studies and impacts of changes, with other consultants to support the ongoing development activities.

Scope of Services: Consultant shall perform on-call engineering design services on an as-needed basis related to the WTC Retail development:

- Review conceptual layouts to assess feasibility.
- Study impacts to retail areas.

Deliverables will include, but not be limited to:

- Report on reviews of conceptual layouts to assess feasibility.
- Report on study findings impacts to retail areas.
- Prepare schematic and design development documents of design changes affecting retail.
- Prepare for and attend meetings with WTCR, WTCC and other design consultants.

Excluded from this scope of work is the full coordination and changes to construction documentation.

TASK 4: Systems Integration

Scope of Services:

Sub-Task A: Provide MEP consulting services to continue supporting the Site-wide Utility Integration scope as required and directed by WTCR. This shall include all metering review and consulting requests associated with the general integration of the utilities on the site.

Sub-Task B: Provide General MEP consulting Engineering Support as required and directed by WTCR for the continuation of MEP Advisory services as identified in Consultant's original proposal scope from 2010.

Sub-Task C: Provide specific MEP consulting services as it relates to the Fire Alarm integration on the site as requested and directed by WTCR.

Deliverables: Consultant will deliver:

- Plans and technical support to assist in the preparation of design materials;
- Produce MEP design development documents.
- Rendered plans and technical support to assist in the preparation of design materials;
- Attending meetings with the Port Authority, other local authorities and agencies, along with the design team consultants as required.

Sub-Task D: Provide updated Retail MEP Construction Documents that conform to the current set of revised Site Wide documents issued on June 6, 2013.

- Revise the current set of Retail MEP construction documents for the East and West Bathtubs to reflect the revised floor levels, room labels, and equipment.
- Issue revised construction document set as an ASI and coordinate with consultants.

TASK 5: Assets and Systems

Provide professional engineering services for assets and systems in construction through turnover for the Port Authority owned and controlled systems and assets such as Central Chiller Plant, River Water System (CCP / RWPS) and Hub areas and systems at the World Trade Center (WTC) site. Scope to include but not be limited to:

A. Utility/Leasing Support

- Support WTCR in reviewing site utilities for interface between PANYNJ supplied systems that serve other stakeholders in the WTC.
- Support MEP sections in the development of the leases between WTCR (PANYNJ) and stakeholders such as the Memorial Foundation, specifically in regards to utilities and MEP services.
- Assist the team developing stakeholder leases, including the 9/11 Memorial lease, in reviewing language proposed and providing scope suggestions to resolve lease issues as associated with MEP systems.
- Field verify (as directed by WTCR) utility and MEP system configurations on the WTC site in support of stakeholder interfaces, leasing, and utility billing.

B. Commissioning/Integration support

- Assist in all site testing, integration, commissioning activities including oversight of other commissioning authorities.

- Develop and implement standardized equipment commissioning, turnover and acceptance criteria to be utilized on a site-wide basis for stakeholder integration.

C. Coordinate all stakeholders MEP/FP activities to meet design guidelines and ensure critical systems are installed and operated correctly.

- Assist commissioning agent in scheduling and monitoring the integrated commissioning process.
- Ensure all pertinent documentation is compiled and turned over to WTC Operations staff at the close of commissioning process.
- Assist in development and management of preventive maintenance routines.
- Coordinate the walkthough and training sessions for the WTC Operations staff.
- Develop reports and assessments of Port Authority controlled and owned systems and facilities such as the Chiller Plant and River Water Pump Station.

* * *

ATTACHMENT B

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure (FOI Code) adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/foi-code.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

AKF Engineers LLP
(Company)

(Signature)

Partner
(Title)

5/15/13
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

ATTACHMENT C – PRICING AND COMPENSATION PROPOSAL

PROPOSER ENTITY NAME: AKF Engineers LLP

RFP NO. 33334 - REQUEST FOR PROPOSAL FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015

Pricing and Compensation Proposal	Contract Term (As-Needed)
(1) Consultant's Total Labor Cost (see Agreement, Section 7.A)	$1,375,193
(2) Consultant's Reimbursable Expenses (see Agreement, Section 7.C)	$140,000
(3) Subconsultants Total Costs (see Agreement, Section 7.B)	$0
(4) **Total Proposed Pricing & Compensation** (Item 1 + Item 2 + Item 3)	**$1,515,193**

Overhead Rate

Home Office Rate _ 141%

Field Office Rate _ 141%

(Effective Multiplier used:____ 2.45

Total Proposal price is to be filled out both words and in figures.

Total Amount (In words):

One million, five hundred and fifteen dollars, one hundred and ninety three dollars.

ATTACHMENT C – PRICING AND COMPENSATION PROPOSAL

PROPOSER ENTITY NAME: AKF Engineers, CCP

RFP NO. 33334 - REQUEST FOR PROPOSAL FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

SUBCONSULTANT: NA

Pricing and Compensation Proposal	Contract Term
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.A)	$ -
(2)Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants **Total Costs** (Item 1 + Item 2)	$ -

(Effective Multiplier used:_____)

TOTAL FOR ALL SUBCONSULTANTS ABOVE $ -

PROPOSER ENTITY NAME: AKF Engineers LLP

RFP NO. 33334 - REQUEST FOR PROPOSAL FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015

	Staffing Positions/Names	*Fully Loaded Hourly Rate	2013 **ESTIMATED HOURS	2013 AMOUNT	2014 **ESTIMATED HOURS	2014 AMOUNT	2015 **ESTIMATED HOURS	2015 AMOUNT	**Total Estimated Hours	Total Estimated Amount per Task
Task 1: T2 Plaza Design – Retail	Robert Gibson - Partner	$285.00	8	$2,280	24	$6,840	8	$2,280	40	$11,400
	Steven Eriquez - Project Manager	$146.07	24	$3,506	24	$3,506	8	$1,169	56	$8,180
	Jason McGreevy - Senior Mechanical Engineer	$111.67	60	$6,700	100	$11,167	24	$2,680	184	$20,547
	John Delutis - Mechanical Engineer	$70.09	100	$7,009	140	$9,813	120	$8,411	360	$25,232
	Ken Schlict - Senior Electrical Engineer	$143.10	220	$31,482	120	$17,172	80	$11,448	420	$60,102
	Jared Donnamillor - Plumbing / Fire Protection Engineer	$110.13	16	$1,762	8	$881	0	$0	24	$2,643
	Eric Sawinski - Plumbing / Fire Protection Engineer	$109.54	80	$8,763	80	$8,763	40	$4,382	200	$21,908
			508	$61,502	496	$58,142	280	$30,369	1,284	$150,013
Task 2: Evaluate Westfield Improvements – Retail	Robert Gibson - Partner	$285.00	100	$28,500	80	$22,800	20	$5,700	200	$57,000
	Steven Eriquez - Project Manager	$146.07	120	$17,528	100	$14,607	20	$2,921	240	$35,057
	Ken Schlict - Senior Electrical Engineer	$143.10	360	$51,516	320	$45,792	40	$5,724	720	$103,032
	Jason McGreevy - Senior Mechanical Engineer	$111.67	450	$50,252	320	$35,734	40	$4,467	810	$90,453
			1,030	$147,796	820	$118,933	120	$18,812	1,970	$285,542
Task 3: On Call Engineering Services – Retail	Robert Gibson - Partner	$285.00	80	$22,800	40	$11,400	20	$5,700	140	$39,900
	Steven Eriquez - Project Manager	$146.07	120	$17,528	100	$14,607	20	$2,921	240	$35,057
	Ken Schlict - Senior Electrical Engineer	$143.10	280	$40,068	220	$31,482	80	$11,448	580	$82,998
	Jason McGreevy - Senior Mechanical Engineer	$111.67	280	$31,268	220	$24,567	80	$8,934	580	$64,769
			760	$111,664	580	$82,056	200	$29,003	1,540	$222,723
TASK 4: Systems Integration	Robert Gibson - Partner	$285.00	40	$11,400	80	$22,800	24	$6,840	144	$41,040
	Dennis Michel - Senior Project Manager	$226.16	40	$9,046	80	$18,093	40	$9,046	160	$36,186
	Jesse Boniello - Mechancial Engineer	$78.69	180	$14,164	100	$7,869	20	$1,574	300	$23,607
	Ken Schlict - Senior Electrical Engineer	$143.10	160	$22,896	100	$14,310	20	$2,862	280	$40,068
	Eric Sawinski - Plumbing / Fire Protection Engineer	$109.54	80	$8,763	100	$10,954	20	$2,191	200	$21,908
			500	$66,270	460	$74,026	124	$22,513	1,084	$162,809
TASK 5: Assets & Systems	Robert Gibson - Partner	$285.00	100	$28,500	160	$45,600	160	$45,600	420	$119,700
	Ray Lembly - Senior Commissioning Engineer	$182.57	80	$14,606	225	$41,078	250	$45,643	555	$101,326
	Neal Satterwhite - Senior Mechoncial Engineer	$124.26	0	$0	225	$27,959	250	$31,065	475	$59,024
	Remon Yussif - Senior Mechancial Engineer	$121.32	40	$4,853	200	$24,264	350	$42,462	590	$71,579
	Douglas Yim - Controls Engineer	$103.07	40	$4,123	200	$20,614	400	$41,228	640	$65,965
	Jesse Boniello - Mechancial Engineer	$78.69	0	$0	200	$15,738	400	$31,476	600	$47,214
	Vincent Rivera - Electrical CX Engineer	$139.53	40	$5,581	200	$27,906	400	$55,812	640	$89,299
			300	$57,662	1,410	$203,159	2,210	$293,286	3,920	$554,107
	GRAND TOTAL FOR ALL TASKS (without Reimbursables)		3,098	$444,894	3,766	$536,316	2,934	$393,983	9,798	$1,375,193

* Fully Loaded Hourly Rates - Refer to Section 7.A. of the Port Authority Standard Agreement.

** Estimated Hours shown in the table above are not guaranteed.

ATTACHMENT C – PRICING AND COMPENSATION PROPOSAL

PROPOSER ENTITY NAME: AKF Engineers, LLP

Itemize all reimbursable expenses included in Proposal

Detailed Description	Amount
Swac Renewal Costs 2013	$ 3,000.00
Swac Renewal Costs 2014	$ 8,500.00
Swac Renewal Costs 2015	$ 8,500.00
Drawings - Reports - Printing 2013	$ 10,000.00
Drawings - Reports - Printing 2014	$ 10,000.00
Drawings - Reports - Printing 2015	$ 15,000.00
Commissioning Equipment 2013	$ 5,000.00
Commissioning Equipment 2014	$ 40,000.00
Commissioning Equipment 2015	$ 40,000.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Total Reimbursable Expenses **$140,000**

MBE/WBE STATEMENT

AKF

AKF is not an MBE/WBE, however, we provide opportunities for minority-owned, women-owned and disabled veteran's business enterprises by encouraging such enterprises to submit proposal as sub consultants for its projects.

Many projects where AKF is the prime consultant, we have included architects, structural engineers, cost consultants, acoustical consultants, asbestos consultants and expediters as a part of our projects.

AKF is committed to mutually agree upon participation and is willing to accept recommendations. We ask to review the proposed firm's qualifications and references.

REQUEST FOR PROPOSAL FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2013-2015
RFP #33334

Staffing / Individual Name	Title / Position	ACTUAL HOURLY PAY RATE	FULLY LOADED HOURLY RATE
Robert Gibson	Partner	$114.18	$285
Dennis Michel	Senior Project Manager	$92.31	$226.16
Steve Eriquez	Project Manager	$59.62	$146.07
Patrick Morrissey	Senior Mechancial Engineer	$54.81	$134.28
Jason McGreevy	Senior Mechancial Engineer	$45.58	$111.67
Neal Satterwhite	Senior Mechancial Engineer	$50.72	$124.26
Remon Yussif	Senior Mechancial Engineer	$49.52	$121.32
Andre Ferreria	Mechancial Engineer	$36.02	$88.25
Jesse Boniello	Mechancial Engineer	$32.12	$78.69
Adrian Rybak	Mechancial Engineer	$29.09	$71.27
John Delutis	Mechancial Engineer	$28.61	$70.09
Sally Soriano	Senior Designer	$47.36	$116.03
Ken Schlict	Senior Electrical Engineer	$58.41	$143.10
Tom Sardo	Senior Electrical Engineer	$63.94	$156.65
Prince Addo	Senior Plumbing / FP Engineer	$48.95	$119.93
Jared Donnamiller	Plumbing / FP Engineer	$44.95	$110.13
Eric Sawinski	Plumbing / FP Engineer	$44.71	$109.54
Chuck Benson	Senior Controls Engineer	$85.10	$208.50
Douglas Yim	Controls Engineer	$42.07	$103.07
Ray Lemley	Senior Comissioning Manager	$74.52	$182.57
Rich Miot	Senior Electrical CX Eningeer	$84.13	$206.12
Vincent Rivera	Electrical CX Engineer	$56.95	$139.53
Charlie Eisenberg	Account Financial Manager	$61.78	$151.36
Jeanne Langner	CADD / Drafting Manager	$51.97	$127.33
Elizabeth Perez	Admin	$25.00	$61.25

EXHIBIT A

INSURANCE REQUIREMENTS

COMMERCIAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than $5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this 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 $5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured as per **schedule 1** below and the policy (ies) and **its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below.** Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain 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 Project Manager for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

(a) Endorsement to eliminate any exclusions applying to the underground property, explosion and collapse hazards.

(b) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

(c) Coverage for work within 50 feet of railroad

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident

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

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

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

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

C. Professional Liability Insurance:

1) Not less than $2,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1) Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing 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 Contractor shall promptly obtain a new and satisfactory certificate and policy.

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

3) Upon request of the Manager, Risk Financing/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.

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) World Trade Center Hold Co. Ltd

jj) 3 WTC Mezz LLC.

kk) The City of New York

ll) The Lower Manhattan Development Corporation

mm) The World Trade Center Memorial Foundation

nn) Metropolitan Transportation Authority

oo) New WTC Retail JV LLC

pp) PA Retail Newco LLC

qq) New WTC Retail Member LLC

rr) New WTC Retail Owner LLC

July 31, 2012

CONTRACTOR'S QUALITY PROGRAM REQUIREMENTS

A. General

The Contractor shall submit a description of its Quality Assurance/Quality Control (QA/QC) Plan addressing the QA/QC organization; how the Plan extends to its subcontractors and others in the supply chain; resources and procedures that the Contractor will use for evaluating construction activities, products and related activities, which shall conform to the Authority's WTC Project Quality Assurance Plan.

B. Scope

This section defines the responsibilities of the Contractor in the management of quality in the construction of the Project to achieve an end product conforming to the level of quality required by the Contract Documents.

C. Contractor's Quality Program.

The Contractor shall establish, implement and maintain an effective Contractor Quality Control Program (CQCP) to manage, control, document and assure that the work complies with the requirements of the Contract Documents. The quality assurance/quality control program shall describe all of the means, methods, plans, procedures, processes and the organization proposed by the Contractor to assure that the level of quality specified in the Contract Documents for all materials, equipment, and workmanship incorporated in the temporary or permanent construction is appropriately satisfied whether constructed, fabricated or manufactured onsite or offsite by the Contractor or his subcontractors, suppliers and vendors, the quality assurance/quality control program shall also address the training and certification of personnel tasked with the implementation and maintenance of the program in the techniques necessary to ensure quality, including but not limited to, testing and inspection.

D. Submittal of Quality Program

1.) Within 15 days after the acceptance of the Contractor's Proposal, the Contractor shall furnish for the approval of the Authority (the Manager-WTCC QA), the QA/QC Program. The QA/QC Program shall be signed by a principal of the firm and his designated Quality Control Manager ("QCM"). If the Contractor fails to submit an acceptable QA/QCProgram within the prescribed time, the Manager, WTCC Quality Assurance (MWTCCQA) may not allow the work to continue unless an acceptable interim plan which addresses all of the requirements of theQA/QC Program is provided. The interim plan will only be acceptable for 30 days.

2.) Failure to comply with either of these submittal requirements within the prescribed times may result in the Authority issuance of an order to the Contractor to stop all work on this Project.

E. Changes to The CQP

The Contractor shall notify the Manager, WTCC QA in writing of any proposed change to the CQP. All

proposed changes are subject to the approval of the Manager, WTCC QA. The Contractor shall review the approved CQP on a quarterly basis for continued adequacy to meet the requirements of the Contract Documents and shall incorporate changes to overcome the deficiencies in the program that affect quality. Use shall be made of feedback data generated by the Contractor, subcontractors, suppliers and the Manager, WTCC QA.

F. Elements of Contractor's Quality Program

The CQP shall include the following elements:

ELEMENT	PARAGRAPH SPECIFICATIONS
Management Organization, Staffing and Responsibilities	-G.
Documented Quality Management System	H.
Submittal Management, Document Control and Document Changes	I.
Receiving, Handling, Storage and Control of Materials and Equipment	J.
Subcontractor and Supplier Control -- Purchasing	K.
Inspection and Testing Plan	L.
Control of Construction Processes	M.
Control of Measuring and Testing Equipment	N.
Control of Nonconforming Conditions	O.
Documentation by Quality Records	P.
Contractor Internal Audit	Q.
Training	R.
Statistical Analysis	S.
Design Process Control	T.

G. Management Organization, Staffing and Responsibilities.

The CQP shall describe the Contractor's project organization (including major subcontractors and suppliers) and include an organization chart showing names, titles and lines of authority, and the interrelationship of those involved in managing and directing the Project. The qualifications, duties, responsibilities and functions of the Contractor's Quality Team shall be provided.

The Contractor shall be fully responsible for effectively managing all aspects of the CQP and shall present the management strategy for approval at the pre-award qualification hearing, as part of the validation of qualifications for this Project. This strategy shall identify the organization, staffing and responsibilities as

a minimum. The person designated to be responsible for overall Quality Management may be the Project Manager or the Corporate Quality Officer.

Both shall participate in developing the CQP for this project and shall sign it prior to submittal.

Adequate staff and resources shall be provided to perform all quality control activities to assure contract compliance whether the work is performed by the Contractor's own forces or by subcontractors. The personnel comprising this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities. The Engineer may direct the Contractor to provide additional staff and resources to the Project Manager or Corporate Quality Officer if, in the sole opinion of the Engineer, there are significant deficiencies in implementing the CQP requirements.

The size and composition of the Contractor's quality organization may vary the project progresses, however, at all times it must be compatible with the level of effort and capability required by the Contract Documents.

The Project Manager or Corporate Quality Officer shall maintain a legible, hand-written daily diary or activity log indicating all major activities related to the management of quality on this Project that were personally performed by him, and each entry in the diary or log shall be signed and dated by him.

The Project Manager or Corporate Quality Officer shall prepare and submit a 6-week-look-ahead schedule forecasting her/his quality activities associated with the Contract's progression.

The Project Manager or Corporate Quality Officer's office shall be based near the work-site. The Project Manager or Corporate Quality Officer shall report to the work-site on a daily basis.

H. Documented Quality Management System

The Contractor shall establish and maintain a documented quality management system to ensure project quality objectives are satisfied. The quality management system requirements shall extend to the any suppliers and contractors, as appropriate.

Written procedures and instructions shall be developed for activities affecting quality in design, purchasing, manufacturing and construction, as applicable to the work performed. Procedures and instructions shall also be developed for control of inspection, testing, nondestructive examination, control of nonconformances, corrective action, maintenance of quality records, quality audits and training.

The procedures shall contain a statement of purpose and scope and referenced to Codes, standards or specifications. In developing the procedures, consideration shell be given to identifying and acquiring any inspection equipment, skills or special processes needed to ensure quality performance. Inspection and testing techniques should be kept up-to-date. The procedures and instructions should contain formats for the quality records needed to ensure that the procedures and instructions are followed and documentation requirements are understood.

I. Submittal Management, a Document Control and Document Changes

The CQP shall provide for establishing and maintaining a submittal management system which schedules, manages and tracks all submittals required by the Contract Documents including those of subcontractors and suppliers. The submittal schedule shall indicate all submittals due far enough in advance of the scheduled dates for installation to allow for the time required for reviews, for securing necessary approvals, for possible revisions and re-submittals and for placing orders and securing

delivery. The submittal schedule shall be updated as required and submitted. Before the planned start of work on a system, a listing of all submittals planned for the system and its subsystems shall be submitted. Submittals for a portion of a system will not be accepted for review until the complete list of submittals for the system has been submitted. The Contractor shall review submittals prepared by its subcontractors and suppliers for compliance with the Contract Documents, before submitting it to the Engineer.

Shop drawings shall be prepared by the Contractor, subcontractors or suppliers and shall be reviewed by the Contractor to verify all materials and field measurements and checked and coordinated to assure that the information contained on the shop drawings, product data and samples conforms with the requirements of the Contract Documents as required. No portion of the work requiring these shop drawings shall be commenced until this review and coordination has been performed by the Contractor. These shop drawings and any other documentation which demonstrates the Contractor's compliance with the Contract Documents shall be kept at the Contractor's office and be available for inspection and audit of the Engineer. Where the Engineer requires certain shop drawings and other documents required by the specifications be made available to him but which do not require his approval they will be listed in the specification and noted that they are for information only.

The CQP shall also provide for establishing and maintaining a document control system for control of project documents and data such as drawings, specifications, calculations, calibration records, inspection procedures, test procedures, test results, special work instructions, operational procedures and QA Program and related procedures. The document control system shall provide assurance that the work is performed to the latest approved drawings and specifications and that these documents are made available at each work location, prior to the start of the work, to all users who require them. Obsolete documents shall be promptly eliminated from each work location. Any superseded documents retained for the record shall be clearly identified as such.
All changes to documents shall be processed in writing and records maintained of changes as they are made. The Project Drawing List shall identify the revision number and the revised date for each drawing that is revised.

J. Receiving, Handling, Storage And Control Of Materials And Equipment

The CQP shall contain provisions for verification that material and equipment meet specified quality and contractual requirements and that they are properly received and handled to ensure that the quality is not degraded. The Contractor shall establish and maintain documented procedures that ensure that all materials and equipment are positively identifiable and traceable to a specified origin point.

Purchased items entering the construction site/warehouse shall be inspected/tested, including their supporting documentation, for verification that subcontractors and suppliers have met the appropriate quality requirements of the Contract Documents. Purchased items shall bear a suitable control device as evidence of subject inspection/test. An identifier containing the inspection/test date, name of inspector, and inspection/test status (Pass/Fail) shall be attached to each inspected/tested item.

Nonconforming purchased items shall immediately be tagged, removed and segregated to a controlled area.

Certificates of compliance and/or conformance shall be submitted for materials and equipment.

The Contractor shall provide written requirements to assure that the desired quality of an item is not compromised or degraded as a consequence of inappropriate handling, lifting and rigging methods.

The Contractor shall provide written requirements for the cleaning, preservation and storage of materials and equipment. Proper records shall be maintained of all required maintenance activities

during storage.
Purchased material and equipment shall be clearly marked so that it can easily be identified without excessive handling or opening of crates and boxes.

The materials storage area(s) shall be arranged for ease of retrieval and to prevent damage, deterioration or loss. In general, materials received first shall be used first.

> Positive material identification (PMT) shall be implemented so that each item has a unique identifier (PMI serial number) to distinguish apparently identical items made in separate fabrication processes and confirm that the material of construction is indeed the grade of material specified. PMI numbers must appear on all inspection and construction records.

K. Subcontractor And Supplier Control. –Purchasing

The QC program shall assure that items and services are procured from subcontractors and suppliers capable of meeting all requirements of the Contract Documents. The Contractor shall review his agreements with subcontractors and suppliers to insure inclusion of all applicable quality requirements. All subcontractors and suppliers shall comply with the Contractor's Quality Control Program or their own program. If the subcontractors and suppliers elect to submit their own quality control programs, it must be approved as meeting the requirements of this section by the Prime Contractor's Quality Personnel. The Contractor shall review the subcontractor's/suppliers agreements to ensure the inclusion of applicable quality requirements.

Source inspection shall be performed at the subcontractors'/suppliers' plants. Those quality characteristics, which cannot or will not be verified during subsequent processing, shall be subject to source inspection. Source inspection may not be necessary when the quality of the item can be fully and adequately verified by review of inspection and test reports, inspection on receipt or other means.

The Contractor shall perform external audits of his suppliers and subcontractors to assess compliance with the requirements of the approved QA/QC Program and Contract Documents. Factors such as the work schedule, volume, complexity, relative importance, past experience, dollar amount, etc, shall be taken into account for the selection of the suppliers and subcontractors for such audits and determining the scope, frequency and schedule of these audits. The scope frequency and schedule of these audits shall be as approved by the Manager, WTCC QA. The Contractor shall submit an audit schedule to the Manager, WTCC QA within 15 days after award. The Contractor shall make appropriate changes to the audit schedule when warranted due to changed conditions or when directed by the Manager, WTCC QA. The Contractor shall submit the revised schedule to the Manager, WTCC QA within 30 days of the change. The Manager, WTCC QA must be notified in writing 6-weeks days in advance of the date, time and location of each audit. The Manager, WTCC QA may witness any or all such audits. The audit results shall be documented and used to correct deficiencies and prevent their recurrence. Copies of the audits shall be made available to the Manager, WTCC QA, as required.

L. Inspection and Testing Plan

The Contractor's CQP shall include an inspection and testing plan subject to approval by the Authority to verify that items conform to the requirements of the Contract Documents. The Contractor's plan shall contain a list of tests, which the Contractor is to perform. The list shallgive the test name, specification paragraph containing the test requirements and identify if the Contractor, subcontractor or supplier is responsible for each type of test. During the life of the contract, the Contractor shall update the plan to reflect changes in inspection and testing procedures. The Contractor's inspection and testing procedures

shall be approved by the Engineer prior to any such inspection or test and shall include test requirements, acceptance criteria and test conditions. Procedures should, as a minimum:

1.) identify the characteristics to be inspected, examined, and tested at each activity point;

2.) specify inspection and test procedures and acceptance criteria to be used;
   a. include inspection checklists;
   b. identify hold points as described below.

The detailed inspection or test procedures shall, as applicable, include items such as who is responsible for what, how, when, and where for all steps to be performed; what materials, equipment, and documentation are to be used; and how it is controlled. The procedures must be included in the CQP.

The Contractor shall use competent inspection personnel and shall not depend exclusively upon inspections performed by persons performing or directly supervising the work being inspected. Inspection personnel shall not report directly to the immediate foreman or supervisors responsible for constructing or installing the work being inspected. Inspection personnel shall be given the necessary authority and independence to perform their roles effectively.

Personnel performing inspections and tests shall possess a demonstrated competence in the specific area of interest and have an adequate understanding of the requirements. Written guidelines shall be established to assure that suitable education, experience and technical qualifications are maintained for such personnel.

The Contractor shall establish a listing of hold points as part of the inspection and testing plan for the approval of the Authority. Hold points are pre-determined inspection points for work in progress, which may become inaccessible as the work progresses, where the Contractor shall "hold" until the Authority verifies that the inspection and testing has been performed. In-process inspection activities shall be planned and performed to ensure the quality of the finished work. Any non-conforming conditions shall be tagged, documented, physically segregated to prevent inadvertent use and corrected before continuing.

The Contractor shall demonstrate the acceptability of the construction activities with objective evidence through suitable inspections and testing records. Inspection and testing records shall be prepared, reviewed, safely stored and maintained by the Contractor. The Contractor shall distinguish between inspected and uninspected items by using suitable control devices. Inspection and test status identification of structures, systems or components should be maintained and controlled from initial receipt through installation to operation of the constructed work.

M. Control Of Construction Processes

1.) The Contractor shall assure that the work complies with the Contract Documents. Controls shall be adequate to cover all construction operations, including both onsite and offsite fabrication, shall be integrated with the provisions of the clause entitled "Progress Schedule" and shall provide written records indicating that the results obtained for the various phases described below are documented and maintained. The controls shall include at least three phases of control for all definable features of work as follows:

PREPARATORY PHASE -This phase occurs prior to beginning any work on any definable feature of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements.

It shall include the following:

a. review of the contract requirements;

b. check to assure that all materials and/or equipment have been tested, submitted and approved;

2.) A check to assure that provisions have been made to provide required control inspection and testing; examination of the work areas to ascertain that all preliminary work has been completed; a physical examination of materials, equipment and sample work to assure that they conform to approved shop drawings or submitted data and that all materials and/or equipment are on hand.

INITIAL PHASE – This phase must be accomplished at the beginning of a definable feature of work and shall include the following:

a. check of preliminary work (first item inspection) to
   - verify full compliance
   - establish acceptable levels of workmanship
   - resolve all discrepancies

IN-PROCESS PHASE

b. Daily check shall be preformed to assure continuing compliances with contract requirements and shall include the following:
   - Control testing until the completion of the particular feature of work;
   - Suitable maintenance of equipment used in construction to ensure continuing process capability.

c. The Contractor shall ensure that the work is performed in accordance with codes and standards that would apply if the Authority were a private corporation and with specifications and other special contractual requirements using qualified personnel and/or equipment. The procedure shall identify equipment to be used as well as any special requirements to be observed.

N. Control of Measuring And Testing Equipment

1.) The CQP shall describe the methods for ensuring that equipment used for measuring and testing is in calibration or condition to provide accurate test or inspection results. At intervals established to ensure continued validity, measuring devices shall be verified of calibrated against certified standards that are traceable to national standards or naturally occurring physical constants.

2.) The Contractor shall use methods to assure proper handling, storage, care and control of measuring and testing equipment in order to maintain the required accuracy of such equipment. Material and testing equipment that are consistently found to be out-of-calibration or have been subjected to possible damage shall be identified as nonconforming and be removed from service, repaired or replaced. The CQP shall also contain a contingency plan in the event inaccurate measurement may have occurred as evidenced by measuring and testing equipment found to be out of calibration at specified interval.

3.) The Contractor shall also assure that all measuring and testing equipment selected for measurements, tests, or calibration is of the proper range, type, and is controlled, adjusted, and maintained at specified intervals identified in the CQP or prior to use to assure conformance to the established requirements or predetermined accuracy. The equipment shall have some indication

attesting to the current calibration status and show date (or other basis) on which inspection or recalibration is next required and by whom last calibrated.

4.) The Contractor's measuring and testing equipment shall be made available for use by the Authority. The Contractor shall make personnel available for operation of the equipment if requested by the Authority.

O. Preventive Action and Control Of Nonconforming Conditions

1.) The CQP shall contain provisions for implementing preventive and corrective actions and identifying, recording, controlling and correcting nonconforming items, including provisions for the re-inspection and retesting of repaired and reworked items to the original requirements. Any "Use-As-Is' determinations shall require approval by an Engineer who represents the Authority. It is the Contractor's responsibility to promptly identify, tag and segregate items detrimental to quality to prevent inadvertent use.

2.) The Contractor shall investigate the cause of the nonconformance and take appropriate corrective actions to prevent recurrence. The identification, determination, justification for planned actions and actions taken shall be documented on a nonconformance report. At a minimum, dispositions for nonconformances shall include 'Rework', 'Repair', 'Use-As-Is', 'Scrap' or 'Reject'. 'Reworked' and 'repaired' items shall be re-inspected using a documented procedure to ensure the item meets requirements. All 'Repair' and 'Use-As-Is' dispositions shall be reviewed and approved by an Engineer representing the Authority prior to any corrective action. Personnel performing evaluations to determine conformance shall have demonstrated competence in the specific area of interest, have an adequate understanding of the requirements and have access to pertinent: background information.

3.) A procedure to describe the process for corrective actions to address-issues identified during audits or other activities shall be included in the CQP. The procedure must include the analysis of any process/actions to help identify the cause of the condition, identify the corrective actions needed and specific actions needed to prevent recurrence. Actions to ensure that corrective actions are taken and are effective must also be described.

P. Documentation of Quality Records

1.) The CQP shall contain provisions for identification of types of quality records to be maintained, their retrievability and retention periods and shall include a sample or blank copy of all quality records and checklists to be utilized on this Project. The Contractor shall maintain quality records as evidence that all of its activities and those of its subcontractors and suppliers comply with the requirements of the CQP. Additionally, the Contractor shall maintain records as evidence that:

- The item meets the requirements of the Contract Documents;
- Personnel, procedures and equipment for special construction processes are qualified;
- Selection and surveillance of subcontractors and suppliers are

performed;

- Corrective action and action taken to prevent recurrence is being taken for nonconforming conditions.

2.) Additional Types of Records to be Maintained:

a. Contractor Internal and External Audit records which:
   - Provide a schedule of Contractor and subcontractor/supplier audits
   - Document quality programs, plans and procedures audited
   - Identify items and services for which audit was performed
   - Reveal results obtained
   - Demonstrate analyses of audits data for use in corrective action

b. Inspection and Test records which:
   - Include completed inspection checklists signed by the QCM
   - Include nonconformance reports and logs
   - Identify inspector or data recorder
   - Identify date of inspection or test
   - Reference drawing number and specification reference
   - Define applicable requirements
   - Identify specific inspections or tests performed and results

c. Daily reports

   Under the provisions of the Contract, the Contractor shall prepare reports on a daily basis for the Work Site. This report shall also include a brief description of any inspections of the work performed. If an inspection or test was performed a copy of the inspection or test record must accompany the report. The report with the attachment must be forwarded to the Engineer's office by the end of the next business day. The report must be filed for each site including days in which no work was performed. The report must be signed and dated by the QCM or the Contractor's designated representative.

d. Inspection and test records shall be maintained for both conforming and nonconforming work. Unless otherwise required by the Authority the Contractor shall retain all quality records for a minimum period of three years after substantial completion and make them available to the Authority upon request.

Q. Contractor Internal Audit.

The Contractor shall perform internal audits of his own Quality Management System to assess compliance with the requirements of the approved QC Program and the Contract Documents. The scope of such audits shall be commensurate with factors such as the work schedule, volume, complexity, relative importance of work activities, etc. The audits shall be performed on a quarterly basis and shall begin within ***6*** months of the acceptance of the Proposal. An audit schedule shall be submitted to the Authority within 45 days after the acceptance of the Proposal. The Contractor shall change the schedule when warranted due to changed conditions or when directed by the Authority. The Contractor shall submit the revised schedule to the Authority's Manager, WTCC QA within 30 days of the change. The Authority's Manager, WTCC QA must be notified in writing 10 days in advance of the date, time and location of each audit. The Authority's Manager, WTCC QA may witness any or all such audits. The audit results shall be documented and used to correct deficiencies and prevent their recurrence.

R. Training

1.) The Contractor shall provide all required training. Such training shall occur within 30 days after acceptance of the Proposal.

2.) The Contractor shall notify the Authority at least one week in advance of the date, time and location of the above training. The Authority shall have the option of attending the training. Records shall be kept of the above training documenting the date, time, duration, location, attendees, trainer's name and qualifications, and the items discussed. Copies of these records shall be forwarded to the Authority not later than one week after such training occurs.

3.) This requirement for training is in addition to other training requirements contained in this Contract.

S. Statistical Analysis

1.) The Contractor shall identify, where appropriate, the need for statistical techniques to verify the acceptability of construction process capabilities and work characteristics. These include, but are not limited to: control charts, sampling plans and trend analyses of nonconformances.

2.) The Contractor may employ, subject to approval of the Authority, sampling inspection in accordance with applicable nationally recognized standards or other statistically valid plans.

T. Design Process Control.

1.) Procedures shall be established, documented, implemented and maintained to control the preparation, review and approval of design work required by this Contract. Design work includes, but is not limited to, the preparation of Shop Drawings, Record Drawings ("As-Built" drawings), working drawings, design details and engineering analyses/calculations as well as software development.

2.) Persons performing design work shall be identified, their responsibilities defined, their qualifications stated and a description of the resources assigned for their use shall be given within the procedures.

3.) The procedures shall include methods to identify and document input requirements relating to the scope of design work so as to reflect applicable statutory, regulatory and contract requirements as well as industrial codes or Authority standards, if any.

4.) The procedures shall state how design work outputs shall be documented, verified against the design input requirements and validated as part of the approval process.

5.) The procedures shall contain a formal program of in-process design work review(s) that shall identify: the stages of design at which work review(s) shall occur, the representatives of all concerned functions that shall participate in the review(s) and the documentation of the review(s) results.

6.) The procedures shall include methods to identify, document and review any and all changes, revisions or modifications to the original design work prior to re-submittal for approval.

EXHIBIT C

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

AKF Engineers LLP

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this _____ day of _____, _____, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and AKF Engineers LLP having an office and place of business at 1501 Broadway - Suite 700, NY, NY 10036 ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with RFP # 33334. (collectively, the "Project(s)", or "Proposed Project(s)"); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **"Authorized Disclosure"** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A or Exhibit B, as applicable; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **"Confidential Information"** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(c) "**Confidential Privileged Information**" means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) certain Critical Infrastructure Information, (iii) certain Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) "**Confidential Proprietary Information**" means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) "**Confidentiality Control Procedures**" means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) "**Critical Infrastructure Information**" (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as "Protected Critical Infrastructure Information" or "PCII", as provided for in the referenced rules and regulations and any amendments thereto.

(g) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) "**Limited Access Safety and Security Information**" means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) "**Port Authority Handbook**" means the Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(j) "**Project Purposes**" means the use of Confidential Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) "**Related Party**" and "**Related Parties**" means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) "**Sensitive Security Information**" has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A or Exhibit B, as applicable, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the

United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

(e) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(f) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(h) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information**. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or similar form, such Confidential Information shall be deleted and completely removed so that such Confidential Information is incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain copies of Confidential Information (in any format), provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

Original to the Port Authority: The Port Authority of New York and New Jersey

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law DISO

If to the Recipient: AKF Engineers LCP
Robert Gibson - Partner
1501 Broadway - Suite 700
New York, NY 10036

with a copy to: AKF Engineers, LCP
C/O - Jeanette Baiardi Esq - Legal Counsel
1501 Broadway - Suite 700
New York, NY 10036

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

RECIPIENT:

Signature: _____

Print Name: Robert O. Gibson

Title: Partner

Date: 5/15/13

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, Robert O. Gibson ("**Related Party**"), am employed as a(n) Partner by AKF Engineers, LLP I have been provided with and have read the Non Disclosure and Confidentiality Agreement between AKF Engineers LLP (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated 15th May, 2013 (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with _____, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: Robert O. Gibson - Partner

Date: 5/15/13

January 28, 2010

Site Security Requirements
World Trade Center Site
New York City, NY

Access to the WTC Site

All personnel, vehicles, and materials entering the site shall comply with the requirements described herein. The word "vehicle" as used herein shall be construed to include all self-propelled or towable vehicles or equipment whatsoever.

The requirements described herein apply to all contractors, subcontractors, vendors, suppliers and all others performing work or providing services or materials or equipment within the site. All such entities are required to coordinate and cooperate with each other and with the Authority in planning and performing the required activities. The facilities and services provided by the Authority are to be shared in common by all parties requiring access to the site. The direct costs to perform the screening and credentialing described herein shall be reimbursed by the Authority. All other costs, including but not limited to compensation for time spent by the contractors or their employees in performing any of the activities described herein, shall be borne by the contractors.

A) Personnel Access

All persons accessing the site shall have been background screened so as to ascertain that they satisfy the requirements set forth in the "WTC ID Process-Disqualifying Crimes" document which is attached hereto as Exhibit A. The Authority will conduct such background screening upon written request of the contractor on behalf of the individual, or an individual himself/herself. The background screening is contingent upon the following:

- Every individual requesting access to the site must agree to have a background screening.
- Every individual shall be required to fill out and sign a background screening application and consent form.
- Individuals must be citizens of the U.S., Lawful Resident Aliens, or otherwise lawfully permitted to work in the U.S.
- Every individual shall be required to complete the Secure Worker Access Consortium Application (www.secureworker.com)

The Authority shall conduct the background screening and shall report its findings in a timely manner. Successful screenings are expected to be completed within 3 business days. Individuals found to have received a "fail" classification due to any reason shall be prohibited from entering the site.

After successful background screening individuals will be required to complete a one-hour training period and to pass a test regarding the WTC Site rules and regulations. Upon successful completion a personal identification card shall be issued by the Authority to the individual. The individual's access to the site shall be limited to the level deemed appropriate by the Authority.

As part of the individual credentialing and identification process each individual may be required to provide biometric data, which may include finger-printing, hand geometry, and/or iris mapping. Such data shall be developed and recorded by the Authority for its sole use on this particular WTC Project, and shall be invalidated when no longer needed. The individual is prohibited from the site once the data has been invalidated.

Personnel entry to and exit from the site shall be through a number of Personnel Screening Portals provided, installed, maintained, and operated by the Authority. It is expected but not guaranteed that

there shall be at least two such portals distributed around the perimeter of the site. The Authority shall operate, relocate, and if necessary reconfigure, the portals to accommodate the work to the greatest degree feasible.

Personnel entering the site will be required to present their individual identification cards for entry. The ID cards may contain the personal biometric data that will be used to process individuals thru a turnstile. In all cases packages and tools are subject to inspection at all times. Individuals may be randomly screened.

Personnel who have not been background screened and approved to enter the site as described above, either because the background screening process has not yet been completed or because a permanent ID card is not being sought due to the infrequency of use, may nevertheless be allowed onto the site. For this purpose the Authority will provide, install, maintain, and operate credentialing stations at or near the WTC Site. The Authority will issue a Temporary ID card to the individual upon the following conditions:

- The contractor requests the Temporary ID card on behalf of the individual. This request must be made by a permanently credentialed representative of the contractor who must accompany and vouch for the individual requiring the Temporary ID card.
- The individual presents two (2) forms of personal identification. One (1) such ID must be a government issued Photo ID such as a current driver's license or US Passport.
- The individual must be a citizen of the U.S., a lawful Resident Alien, or otherwise lawfully permitted to work in the U.S.

The Temporary ID cards will allow access to the site for a period not to exceed five (5) business days. Every Temporary ID cardholder's person shall be inspected, together with any packages, tools or equipment he/she intends to bring onto the site.

The contractor shall notify the Authority of personnel terminations or reassignments so that access credentials can be invalidated as soon as no longer needed. The Authority may, at any time for any reason, invalidate credentials allowing individuals access to the site. In all instances, where the Authority issued credentials are no longer valid, the Contractor is responsible for ensuring that they are returned to the Authority in a timely manner.

B) Vehicle Access

All vehicles, with their contents, entering the site shall have been screened by the Authority prior to being allowed access to the site. Such screening shall be for the purposes of validating that the vehicle requesting entry is in fact what it is stated to be, and that it contains or includes no item or material considered by the Authority to be, actually or potentially, deleterious to the site. All personnel driving, managing or accompanying the vehicles and their contents, shall be subject to the same conditions described above for all personnel, and shall not be allowed entry to the site except in conformance therewith.

The Authority shall provide, install, maintain, and operate vehicle Screening access points and adjacent off site Vehicle Screening Facilities. These Facilities shall be located at the points of entry to the site best placed" to accommodate the construction. There are expected, but not guaranteed, to be four such

points at all times. The Authority shall operate, relocate, and reconfigure as required, the access points to the site to accommodate the work to the greatest degree possible.

In order to maintain orderly access to the site and not impact the local streets and or the arterials the contractor, in coordination with the Authority, shall be responsible for scheduling "on time " deliveries of all vehicles requiring access to the site to include deliveries covered by the "Trusted Vendor" program. Important: "Vehicles are not allowed to utilize the local streets or arterials for lay by or staging purposes" unless approved per NYCDOT permit. The Contractor shall notify the Authority of all deliveries a minimum of 24 hours in advance. Notification for deliveries shall be made by the contractor in writing (e mail is acceptable), in a format to be determined by the Authority. Such request shall include, at a minimum, the following information:

- Vehicle Registration and Insurance information. (Copies to be submitted to the Authority).
- Description of vehicle and manifest of its contents.
- Identity of driver and other accompanying personnel.
- Proposed time for arrival at site.
- Proposed point of entry to site.
- Description and duration of activity while on site.

Requests for screening of oversize loads are subject to the same requirements except that 72 hours notice may be required.

The contractor shall be responsible to ensure that the vehicle to be screened presents itself, together with all required documentation, at the assigned location and time. Failure to do so, and the resulting delays, that may require rescheduling of the appointment for screening, shall be the sole responsibility of the contractor. If a particular vendor, supplier, contractor, or other entity is consistently late or does not supply the required information for scheduled screenings, in the sole opinion of the Authority, the Authority may institute different requirements that it deems necessary to avoid or mitigate future delays.

It is the intent of the Authority in order to reduce on site screening time and provide flexibility in the scheduling of deliveries that the contractor will be allowed to substitute or add a critical delivery under the following conditions:

- The delivery does not conflict with other scheduled deliveries nor is disruptive to on going site activities.
- The vendor/vehicle/driver is in the "Trusted Vendor" program

It is the intent of the Authority to establish a "Trusted Vendor" program. The "Trusted Vendor" program will include the enrollment of vehicles and their drivers in order to expedite their access to the site. These types of vehicles will be primarily company owned vehicles and trucks such as concrete, tanker, haul, heavy construction equipment and other delivery trucks, which frequent the site. These vehicles shall be required as previously outlined to schedule deliveries in advance and if requested, provide sufficient time to allow the Authority adequate time to determine and provide the necessary pre-screening.

For "Trusted Vendor" screening the vehicle shall present itself at the assigned place within the allotted timeframe. Screening shall include:

- Verification of vehicle and personnel identity and credentials.
- Physical examination of the vehicle including the undercarriage, and its contents, as deemed necessary by the Authority.

Upon successful screening the vehicle will be allowed direct entry to the site.

For vehicle companies wishing to participate in the "Trusted Vendor program" the company will be required to provide the information as previously outlined for the vehicle – identify and have credentialed the driver or group of drivers in accordance with the credentialing requirements, assign a supervisory employee (Trusted Individual) of the firm who will over-see the loading and dispatching of the vehicles and be willing to be subject to a bi-annual audit of their procedures.

C) Exhibits

A. WTC ID Process-Disqualifying Crimes June 2006

Site Security Requirements
World Trade Center Site
New York City, NY

EXHIBIT A

WTC Identification Process - Disqualifying Crimes

June 2006

Standard Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

List of Disqualifying Criminal Offenses for Access to the World Trade Center Site

(a) Permanent disqualifying criminal offenses. An individual will be permanently disqualified from receiving credentials to access the World Trade Center Site if he or she is convicted, or found not guilty by reason of insanity, of any of the following crimes:

1. Violation(s) of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or a State law that is comparable.
2. A crime listed in 18 U.S.C. Chapter 113B-Terrorism, or a State law that is comparable.
3. Espionage
4. Sedition
5. Treason
6. Unlawful, possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or hazardous materials.
7. Conspiracy or attempt to commit any of the above offenses.

(b) Interim disqualifying criminal offenses. The crimes listed in paragraphs (b)(l) through (b)(3) of this section are disqualifying if either of the following factors is true: the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within the 10 years preceding the date of application; or the applicant is currently on probation or parole for the crime regardless of the date of conviction.

1. Unlawful sale, distribution, manufacture, import or export of a controlled substance that resulted in the conviction of an A Felony in the New York State Penal Law, or any comparable law in any State, or comparable Federal Law.
2. Theft, dishonesty, fraud, extortion, or misrepresentation.
3. Conspiracy or attempt to commit any of the above crimes listed in (b).

(c) Interim disqualifying criminal offenses. The crimes listed in paragraphs (c)(l) through (c)(2) of this section are disqualifying if either of the following factors is true: the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within 5 years preceding the date of application; or the applicant is currently on probation or parole for the crime regardless of date of conviction.

1. Violation of Felony Offenses (as defined in the New York State Penal Law 70.02) or any comparable law in any State.
2. Conspiracy or attempt to commit any of the above crime.

NOTE: An individual will be disqualified from receiving credentials to the WTC site if he or she is wanted or under indictment in any civilian or military jurisdiction for any of the crimes listed above until the want or warrant is released. Additionally, a person will not receive credentials if he or she is on the Terrorist Watch List.

Site Security Requirements
World Trade Center Site
New York City, NY

EXHIBIT A
WTC Identification Process - Disqualifying Crimes
June 2006

Medium Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

No convictions against below listed 49CFR 1542.209 (d) within seven (7) years preceding the date of application, except as noted*

(13) Murder.
(14) Assault with intent to murder.
(15) Espionage.
(16) Sedition.
(17) Kidnapping or hostage taking.
*(18) Treason.
(19) Rape or aggravated sexual abuse.
*(20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
**(21) Extortion.
**(22) Armed or felony unarmed robbery.
(23) Distribution of, or intent to distribute, a controlled substance.
(24) Felony Arson.
(25) Felony involving a threat.
(26) Felony involving-
- (i) Willful destruction of property;
- **(ii) Importation or manufacture of a controlled substance;
- **(iii) Burglary;
- **(iv) Theft;
- **(v) Dishonesty, fraud, or misrepresentation;
- **(vi) Possession or distribution stolen property;
- (vii) Aggravated assault;
- **(viii) Bribery; or
- (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment: of more than 1 year; or

(27) Violence at international airports;
(a) Terrorism.

*(b) RICO (Racketeer Influenced and Corrupt Organizations Act).
(c) A crime involving a severe transportation security incident.
(d) Felony involving-
(i) Smuggling;
(ii) Immigration violations;
(28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.

Note * No convictions in their lifetime since birth

Note ** No convictions within the past ten (10) years preceding the date of this application

Site Security Requirements
World Trade Center Site
New York City, NY

EXHIBIT A
WTC Identification Process - Disqualifying Crimes
June 2006

High Level Access for Unescorted Access to Secure Access Control Areas

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Individual must be a United States Citizen or a Lawful Resident Alien.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

No convictions against below listed 49CFR 1542.209 (d) within ten (10) years preceding the date of application, except as noted*

(1) Forgery of certificates, false marking of aircraft, and other aircraft regulation violation;
(2) Interference with air navigation;
(3) Improper transportation of a hazardous material:
(4) Aircraft piracy;
(5) Interference with flight crewmembers or flight attendants:
(6) Commission of certain crimes aboard aircraft in flight;
(7) Carrying a weapon or explosive aboard aircraft;
(8) Conveying false information and threats: (e.g., bomb threats, explosives in briefcase, etc. in security areas);
(9) Aircraft piracy outside the special aircraft jurisdiction of the United States;
(10) Lighting violations involving transporting controlled substances;
(11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
(12) Destruction of any aircraft or aircraft facility;
(13) Murder.
(14) Assault with intent to murder.
*(15) Espionage.
*(16) Sedition.
(17) Kidnapping or hostage taking.
*(18) Treason.
(19) Rape or aggravated sexual abuse.
(20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
(21) Extortion.
(22) Armed or felony unarmed robbery.
(23) Distribution of, or intent to distribute, a controlled substance.

(24) Felony Arson.
(25) Felony involving a threat.
(26) Felony involving-
(i) Willful destruction of property;
(ii) Importation or manufacture of a controlled substance;
(iii) Burglary;
(iv) Theft;
(v) Dishonesty, fraud, or misrepresentation;
(vi) Possession or distribution stolen property;
(vii) Aggravated assault;
(viii) Bribery; or
(ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment: of more than 1 year; or
(27) Violence at international airports:
*(a) Terrorism.
*(b) RICO (Racketeer Influenced and Corrupt Organizations Act).
(c) A crime involving a severe transportation security incident.
(d) Felony involving-
(i) Smuggling;
(ii) Immigration violations;
(28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.

Note * No convictions in their lifetime since birth

EXHIBIT E

The Port Authority of New York & New Jersey Information Security Handbook

(October 15, 2008, corrected as of February 9, 2009) may be downloaded at:

http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf