

**Olivencia, Mildred**

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**From:** wbierce@biercekenerson.com  
**Sent:** Friday, August 07, 2015 12:38 PM  
**To:** Olivencia, Mildred  
**Cc:** Torres-Rojas, Genara; Van Duyne, Sheree; Ng, Danny  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: William  
Last Name: Bierce  
Company: Bierce & Kenerson, P.C.  
Mailing Address 1: 420 Lexington Avenue  
Mailing Address 2: Suite 2920  
City: New York  
State: NY  
Zip Code: 10170  
Email Address: [wbierce@biercekenerson.com](mailto:wbierce@biercekenerson.com)  
Phone: 2128400080  
Required copies of the records: Yes

List of specific record(s):

Any and all contracts and agreements with ferry service providers in the past 15 years, including copies of all amendments, modifications, renewals and addenda to said contracts or agreements.

**THE PORT AUTHORITY OF NY & NJ**

*FOI Administrator*

September 18, 2015

Mr. William Bierce  
Bierce & Kenerson, P.C.  
420 Lexington Avenue, Suite 2920  
New York, NY 10170

Re: Freedom of Information Reference No. 16225

Dear Mr. Bierce:

This is in response to your August 7, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of "any and all contracts and agreements with ferry service providers in the past 15 years, including copies of all amendments, modifications, renewals and addenda to said contracts or agreements."

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/16225-C.pdf>. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, personal privacy.

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

Very truly yours,

Danny Ng  
FOI Administrator

Enclosure

*4 World Trade Center, 18th Floor  
150 Greenwich Street  
New York, NY 10007  
T: 212 435 7348 F: 212 435 7555*

December 13, 2004

Circle Line-Statue of Liberty Ferry, Inc.  
17 Battery Park Place, Suite 715  
New York, New York 10004-1101

Attn: Mr. Kevin Moran  
President & CEO

Re: **LaGuardia Airport Ferry Transportation and Facility Operation and Management Program, RFP #00006617, Contract #RLGAFERRY**

In an effort to develop an important alternative transportation mode for LaGuardia Airport users, this will serve to set forth the agreed upon terms between the Port Authority of New York & New Jersey ("Port Authority") and Circle Line Statue of Liberty, Inc. ("Circle Line") for the development and operation of ferry services from Bowery Bay at LaGuardia Airport ("Airport") to Pier 11 via East 34<sup>th</sup> Street on the east side of Manhattan in the State of New York. The Port Authority accepts Circle Line's proposal date March 12, 2004 for this subject service as described below and as modified by addendum #2 dated February 23, 2004.

The following constitutes the contract between the parties.

### **Section 1 - Grant of Right to Operate a Ferry Service**

**1.01** The Port Authority hereby grants Circle Line the exclusive rights, to the extent permitted by Law:

a) to operate passenger ferry service, through its wholly owned subsidiary, Circle Line Harbor Cruises, LLC, to lower Manhattan between the property provided by the Port Authority at LaGuardia Airport and ferry landing facilities at East 34<sup>th</sup> Street and Pier 11 on the eastside of Manhattan and ;

b) to the extent permitted by Law, the Port Authority grants Circle Line the exclusive right to negotiate an addendum to this agreement for the implementation of exclusive ferry service between LaGuardia Airport and Ferry Landing Facilities at East 90<sup>th</sup> Street, East 78<sup>th</sup> Street, East 60<sup>th</sup> Street, the World Financial Center ("WFC"), the City of Yonkers, Glen Cove, Long Island, and/or Stamford, Connecticut. It is agreed to by the parties that rights to negotiate said addendums for each of the above referenced locations are individual from each other and Circle Line may choose to proceed with one or more locations while not waiving any rights to negotiate for other locations under this exclusive option. The negotiation and the execution of the addendum must be accomplished within the initial term of this Agreement, provided Circle Line can substantiate that they have been granted landing rights at such location(s) and can implement a quality

ferry service within a reasonable period of time. This right is being granted in recognition of Circle Line's proposal to phase in ferry service to specific locations mentioned above and outlined in their response (dated March 12, 2004) to the Port Authority's RFP for ferry service to LaGuardia Airport, as well as Circle Line's capital expenditures for the ferry landing at LaGuardia Airport. It is understood that rights contemplated/awarded by the Port Authority for facilities other than conveyed or listed above during the term of this initial agreement will not include rights at the above contemplated facilities.

**1.02** The Port Authority further grants or will obtain for Circle Line's use of the ground area and riparian rights for a ferry landing facility, as shown in stipple on the sketch attached hereto, hereby made a part hereof and designated "Exhibit A", said ground area and riparian rights being herein collectively referred to as the "Space".

**1.03** The parties acknowledge that the Space constitutes non-residential real property. The Port Authority shall deliver the Space to Circle Line in its presently existing "as is" condition. Circle Line acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Space and has found it in good order and repair and has determined it be suitable for its operations under this Agreement. Circle Line agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation under this Agreement for finishing work or preparation of the Space for Circle Line's use. The Port Authority makes no representations or warranties as to location, size, adequacy or suitability of the Space for Circle Line's operations therein. Circle Line acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as the suitability of the Space for the operations permitted thereon by this Agreement. Without limiting any obligation of Circle Line to commence operations under this Agreement at the time and in the manner stated elsewhere in this Agreement, Circle Line agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted under this Agreement which is in a condition unsafe or improper for the conduct of Circle Line's operations therein under this Agreement so that there is possibility of injury or damage to life or property and Circle Line further agrees that before any use of the Space it will immediately correct any such unsafe or improper condition.

**1.04** The waterways within the Airport property over which Circle Line may operate its vessels shall be those from time to time designated by the Port Authority. The Port Authority makes no representations as to the condition of said waterways nor of the Space nor of the means of ingress thereto and egress there from and does not agree to keep the same unobstructed or fit for use. No closing by the Port Authority of said waterways or portions thereof, or other portions of the Airport whether temporary or permanent, whether or not such closings involve waterways or means of ingress or egress previously used by Circle Line hereunder, and no such closing by any governmental authority, whether of the waterways or other areas within or outside the Airport, and whether or not at the request or with the consent of the Port Authority, shall constitute or be deemed diminution of the terms of this agreement, or relieve Circle Line of any of its obligations hereunder. Circle Line shall pick up and discharge passengers or load and unload baggage and packages only at the Space.

**1.05** Circle Line shall staff all operating positions as required herein and shall manage and oversee the operations and maintenance of the ferry service system. The Port Authority shall not be required to provide any staff or to oversee any of the day to day operations but shall have at all times the right to inspect, observe and comment upon all operations of Circle Line. Notwithstanding any other right of termination set forth herein, upon prior written notice of any deficiencies in operations and/or maintenance, and a 30-day opportunity to cure by Circle Line, or to initiate a cure within a reasonable period and to achieve such cure within a reasonable period, the Port Authority shall have the right to terminate this agreement immediately if deficiencies in operations are not corrected. Any inspection, observations, or comments by the Port Authority shall not release Circle Line of any obligation under this Agreement or by reason of Law.

**1.06** Circle Line shall have no right hereunder to carry on or conduct any business operation or service at the Airport other than as specifically set forth herein. The Port Authority shall use best efforts to assist Circle Line in marketing this service, which may include signage and/or marketing on Airport Property. The Port Authority will agree to provide initial marketing efforts including signage for Circle Line Ferry Service on Airport Property/Terminals. The Port Authority agrees it will assist in initial marketing efforts including assisting or allowing Circle Line to participate in any television, radio, or print advertisements and/or campaigns that the Port Authority may be participating in. Notwithstanding the above, the Port Authority has not committed to any specific level of effort or level of expenditure, which shall remain within its sole determination. Circle Line agrees it shall not solicit business on the public areas of the Airport without the written permission of the Port Authority. This Agreement shall in no way limit Circle Line's ability to market this service in other locations. The use, at anytime, of hand or standard megaphones, loudspeakers or any electric, electronic or amplifying devices is hereby expressly prohibited for the purposes of solicitation. Circle Line will have the right to use loud speakers or electronic amplification devices in the ordinary course of business for announcements, departures/arrivals and/or emergencies.

**1.07** It should be noted that the Port Authority has established a policy that proactive, responsive and respectful and helpful customer service to all airport customers is of the utmost importance. This policy also extends to all Port Authority employees and contractors, and includes companies (airport partners) whose staffs interact with customers while providing services at the Airport. In this regard, Circle Line must observe and comply with all applicable provisions of the "Airport Standards Manual", Exhibit B

**1.08** Circle Line shall not be entitled to any financial compensation or subsidy or payment whatsoever from the Port Authority.

## **Section 2 – Term of Agreement**

**2.01** This agreement shall become effective on December 20, 2004 for an 18-month term plus the period of time from the execution of the agreement to the actual start-up of service.

**2.02** The parties agree that the commencement of ferry service, as provided in paragraph 3.01, is subject to, the obtaining of final authorization by the Port Authority Board of Commissioners of this agreement (which becomes final upon the New York and New Jersey Governors approval), any required riparian rights and the obtaining of all required environmental and regulatory permits to perform the ferry services operations. All parties agree to act in Good Faith towards obtaining all necessary approvals/permits. The Port Authority understands that it will be making all necessary submissions for permits/approvals on behalf of Circle Line for the installation of the temporary landing facility once Circle Line has provided the Port Authority with the requisite information required for such submission(s). The start up service is dependent upon the obtaining of all permits and final approvals.

**2.03** There will be three (3) three (3)-year options for renewal. Each option period is to be negotiated by the parties 2 months prior to the termination date of this agreement and at a minimum 2 months prior to the termination of any negotiated option period.

**2.04** Failure to provide said services, including the installation and maintenance of the landing facility and operation of the service, will permit the Port Authority to terminate this agreement immediately upon written notice.

**2.05** Should Circle Line not achieve minimum ridership of an average of 400 passengers per day during the first six (6) months of the initial term of the agreement Circle Line retains the right to terminate this agreement after upon 60 days written notice. Further, should Circle Line not achieve minimum ridership of an average of 500 passengers per day during the each of the following two (2) six (6) months periods, (the remainder of the initial term of the agreement) Circle Line retains the right to terminate this agreement upon 60 days written notice.

## **Section 3 – Description of Ferry Service**

**3.01** Circle Line agrees to commence the initial 18-month period of ferry service on or before June 1, 2005. If all necessary permits and approvals are not obtained by June 1, 2005, Circle Line agrees to provide a schedule for the commencement of ferry service within 14 days subsequent to the obtaining of all necessary permits and approvals.

**3.02** Circle Line agrees to seek or provide the requisite information for the Port Authority's submission all necessary approvals and permits as per the landing installation schedule provided as Attachment I as indicated herein. The schedule shall be equal to or exceed that provided in Circle Line's proposal dated March 12, 2004, which schedule is hereby incorporated by reference. Commencement is predicated upon timely receipt of required permits and approvals necessary to initiate service.

- 3.03** Circle Line agrees to initially provide weekday (Monday – Friday) ferry service from LaGuardia Airport to East 34<sup>th</sup> Street and Pier 11 as outlined in the schedule provided as Attachment A .
- 3.04** Any decrease or increase in frequency of service will require prior written authorization from the Port Authority.
- 3.05** **LaGuardia Airport Ferry Shuttle Bus** – In the interest of providing best available service, with the cooperation and final approval of the Port Authority, Circle Line will use best efforts to supplement existing shuttle bus service at LaGuardia Airport for the convenience of ferry transportation users. The Port Authority agrees Circle Line may work in conjunction and cooperation with Port Authority and/or other partners including Airlines to expand the existing LaGuardia Airport shuttle bus service. This provision does not commit the Port Authority or Circle Line to the expenditure of funds in order to provide expanded bus service.
- 3.06** **Additional Ferry Services** - For services to locations other than Pier 11 and East 34<sup>th</sup> Street, Circle Line must request in writing and receive written consent from the Port Authority in advance of initiating service.
- 3.07** **Service Capacity** - The ferry system initially provided by Circle Line will at a minimum consist of two 149-passenger vessels capable of maintaining a speed of 25 knots.
- 3.08** **Spare Vessels** - Circle Line will have readily available, at minimum, a comparable spare vessel capable of being promptly put into service as an immediate replacement for any vessel unable to perform as required.
- 3.09** **Schedules** – As appropriate to the success of the ferry service operation, Circle Line will publish, distribute and post Port Authority approved schedules twice a year, more frequently upon mutual consent. Circle Line shall have the right to undertake minor changes in the posted schedule due to daily operational considerations.
- 3.10** **Fueling and Waste Disposal** - Fueling of vessels and garbage disposal (including liquid and solid waste) is not allowed at LaGuardia Airport.
- 3.11** **Overnight Storage** – Overnight storage of vessels at LaGuardia Airport is not permitted, other than in emergency situations.
- 3.12** **Vessel Maintenance** -Other than routine cleaning or in an emergency situation, maintenance and cleaning of Circle Line vessels is not permitted at LaGuardia Airport.
- 3.13** **LaGuardia Airport Ferry Landing Facility** - Circle Line is granted the right to install a ferry landing facility at the Space. Said temporary facility will serve as ferry docking facilities until such time as ferry service ridership in the sole determination of the Port Authority warrants the possible Port Authority construction

of a LaGuardia Airport Ferry Terminal. The Port Authority shall have no obligation to build such a permanent terminal.

**a. Design and Construction of Temporary Ferry Landing Facility**

- i. At its sole cost and expense Circle Line will fund the design, construction and installation of the temporary ferry landing facility, which will include initial temporary barge, ramp and walkway *up to the crosswalk/traffic light on the waterside*
- ii. The Port Authority will have the right of final review and approval.
- iii. Circle Line will be subject to the guidelines and processes outlined in the Port Authority Tennant Alternation Application (TAA) procedures along with fulfilling all requisite environmental and regulatory permit requirements.
- iv. The landing facility shall be compliant with the Americans with the Disabilities Act (ADA).
- v. The Port Authority agrees to provide improvements necessary for safe passenger egress between the Marine Terminal and crosswalk/traffic light including, but not limited to, a designated passenger assembly area inside the terminal, a safe passenger route between the terminal and the crosswalk/traffic light.
- vi. The landing facility will be appropriately lit and a weather resistant canopy will be provided to shield ferry users.
- vii. The landing facility at a minimum should accommodate bow-loading vessels with the standard 28' radius bow, which most vessels operating in the harbor have adopted.
- viii. The Port Authority reserves the right, at its sole cost and expense, to assign a construction inspector during all of the time during which the temporary landing facility is constructed and installed.

**b. Facility Operation/Maintenance**

Circle Line will be responsible for the operation and maintenance of the temporary landing facility including barge, ramp, pier and docking area utilized by Circle Line for performance of this service to the crosswalk/traffic light. Circle Line will be responsible for making arrangements for the utilities associated with the temporary landing facility, including furnishing, installation, maintenance and operating costs. Circle Line will also be responsible for the operation and maintenance of the areas designated by the Port Authority, or its tenants, in the Marine Terminal for use by Circle Line, including utilities associated with these areas. Circle Line will not be responsible for the operation and maintenance nor utilities for areas between the Marine Air Terminal and crosswalk/traffic light.

Neither the Port Authority, nor Circle Line will be responsible for any required initial and maintenance dredging.

Cleaning and maintenance tasks will, at a minimum, be sufficient to meet all health and sanitation codes and to present a facility that is clean, safe and operates in a reliable and environmentally sound fashion while adhering to all applicable Port Authority standards (see Exhibits B and C).

**c. Additional Usage of the Landing Facility**

Circle Line shall not utilize the LaGuardia Airport landing facility for any purpose other than the services outlined in this agreement without the Port Authority's prior written approval.

At the request of the Port Authority and, subject to the grant of exclusivity in this agreement, Circle Line will allow other ferry service providers to land at the temporary Airport ferry landing as long as they do not interfere with the operation of ferry services covered by this agreement. Circle Line agrees to work in harmony with any other ferry service provider operating at the LaGuardia Airport ferry landing and comply with the "Rules of Use for LaGuardia Airport Ferry Terminal", (Attachment B). Additionally, Circle Line shall not allow any other operator use of the LaGuardia Airport location without prior express written approval from the Port Authority and concurrence on any fees, rules and regulations. Receipts received or receivable by Circle Line from other operators for the use of the LaGuardia Airport landing will be split on a quarterly basis for each calendar year with the Port Authority on a 50/50 basis. The Port Authority audit rights hereunder shall extend to all such transactions.

**d. Landside Improvements**

Any landside improvements, structures, or modifications contemplated by Circle Line for the enhanced operation of a ferry service contemplated by Circle Line from this location, in addition to those required herein, will be at the sole expense of Circle Line and requires Port Authority's prior written consent. Circle Line may request, and this section will not preclude, landside improvements from being funded by the Capital Improvement Fund. All agreed upon modifications must adhere to Port Authority Tenant Construction or Alternation Application procedure (Exhibit F) as well as follow the guidelines set forth in the Tenant Construction Review Manual (Exhibit G).

**3.13 Vessels**

- a. Vessels utilized under this agreement shall be of the same class and standard as Circle Line's catamarans the "ZEPHYR" and "Patriot" as per Attachment F Section 5.3.2. redacted from Circle Line proposal dated March 12, 2004 and/or leased or designed and built as per Attachment C "Circle Line Sample of Available Lease Vessel Specification" and Attachment D "Circle Line Sample Vessel Specification".

- b. The Port Authority may establish a "certification" program to ensure that all vessels using the LaGuardia Airport landing facility are continuously in compliance with federal and state air and noise quality guidelines and standards applicable to ferry operators. Any operator utilizing the premises will be required to participate.
- c. The Vessel Security Plan under this agreement shall conform to Attachment E "Vessel Security Plan" redacted from the Circle Line proposal dated March 12, 2004.
- d. The Port Authority, in its sole discretion, may establish a monitoring plan for vessels utilizing LaGuardia Airport landing facility. Operators utilizing a facility on the Port Authority premises will be required to cooperate without unreasonable expense or interference with operations.
- e. During adverse weather conditions such as ice, Circle shall use best efforts to utilize one or more of its steel, mono-hull vessels to perform ferry service between LaGuardia Airport and Pier 11 and/or 34<sup>th</sup> St. If ferry service is suspended, Circle Line will provide customer service information advising passengers to utilize other forms of transportation.
- f. The Port Authority shall maintain the right to inspect vessels assigned to route from any embarkation/debarkation site, as well as monitor Circle Line's adherence to the established service schedule by periodically assigning personnel to travel on route trips.

### 3.14 Fares

- a. Circle Line shall adopt the following initial fare schedule:

One Way Fare:            *Adult \$25.00 Child \$15.00*  
   *25 Trip Corporate/Group Rate \$500.00*

Circle line may provide corporate offer group discount programs, multiple trip packages, and group discounts upon written approval by the Port Authority.

- b. Fares shall be published at the same time as the ferry schedule and simultaneously distributed and posted.
- c. Circle Line shall not increase passenger fares without prior 90 days written notification to the Port Authority.
- d. Any discounts, special promotions or fare reductions other than indicated herein, will require the Port Authority's prior written consent.

### 3.15 Advertising

#### a. Vision of Service

The LaGuardia Airport Ferry Program "vision of service" and/or marketing program under this agreement shall conform to Attachment F Section 5.3.2 redacted from the Circle Line proposal dated March 12, 2004 that may include expanded shuttle bus service at LaGuardia Airport and the exploration of joint ticketing of the ferry service with services offered by all airlines servicing LaGuardia Airport. Port Authority agrees to assist Circle Line in marketing this service to best of their ability, including participation in any State sponsored public service announcements in which the Authority is eligible to participate and Port Authority advertising campaigns to the extent approved by the Authority's advertising executive. All marketing materials, press releases and passenger advisories are to be reviewed and approved by the Port Authority prior to release. Such approval shall not be unreasonably withheld and will be deemed given if there is no response after five business days.

#### b. Airport Signage

Any supplemental promotional airport signage deemed necessary to support the ferry service operations distributed herein shall be at Circle Line's sole expense and must comply with all applicable provisions of the "Airport Signage Manual", Exhibit D.

Port Authority agrees to assist with minimal signage at terminals, bus routes and parking facilities.

### Section 4 - Insurance

During the term of this agreement, the insurance requirements below will be in effect for the subject contract upon award:

#### Insurance Requirements

**The Operator in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedules set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Operator under this agreement, and shall be effective throughout the term of the agreement.**

#### Public Liability Insurance Requirement:

Commercial General Liability Insurance with minimum limits of \$10 million per occurrence for bodily injury and property damage liability including:

- The inclusion of The Port Authority of NY & NJ / PATH as Additional Insured, including but not limited to premise-operations and completed operations.
- The Port Authority Immunity Clause  
The Insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its Commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statute respecting suits against the Authority
- Cross-liability Clause  
The liability policy (ies) and certificate of insurance must contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

*Other coverage:* \$50 million Protection & Indemnity Insurance.

Other Insurance: U.S. Longshoremen & Harbor Worker's Compensation Act Coverage Endorsement shall obtain and maintain, at its own expense, the policy or policies of insurance set forth on the attached Exhibit. Copies of all applicable policies will be submitted to the Port Authority annually.

## **Section 5 - M/WBE Participation**

Minority or Woman Owned Business Enterprises (M/WBE) utilization under this agreement shall conform with the attached Attachment G, Section 8.0 redacted from the Circle Line proposal dated March 12, 2004 and Circle Line letter to the Port Authority dated May 6, 2004 and the following:

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBE's) and Women-owned Businesses (WBE's) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. Circle Line will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBE's as defined in this document, in all purchasing, subcontracting and ancillary service opportunities associated with this contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBE's, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBE's.

The Port Authority has a list of certified M/WBE firms, which are available to Circle Line at their request. The Port Authority makes no representation as to the qualifications and ability of these firms to perform under this contract. Circle Line may use firms, which are not on the list but will be required to submit, to the Port Authority's Business and Job Opportunity (BJO) for certification, the names of M/WBE firms it proposes to

use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact BJO at (973) 565-5533.

To the maximum extent feasible and consistent with Circle Line's exercise of good business judgment Circle Line shall make a good faith effort to include 12% participation by MBE's and 5% participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this contract. Circle Line shall submit an M/WBE Participation Plan, (Plan) to be evaluated by the Port Authority within two months of the execution of this Agreement.

**Section 6 – Revenue Obligation**

- a. Circle Line shall make payments to the Port Authority and the aforementioned Capital Improvement Account under an escalating revenue sharing arrangement calculated monthly, as follows:

<u>Monthly Gross Receipts</u>	<u>Percentage to Port Authority and/or Capital Improvement Account</u>
up to \$80,000	2% - solely to Capital Improvement Account
between \$ 80,001 and \$140,000	7% - 2% to Capital Improvement Account, 5% (of difference between 80,001 and 140,000) to Port Authority.
between \$140,001 and \$220,000	10% - 2% to Capital Improvement Account, 8 % (of difference between 140,001 and 220,000) to Port Authority
greater than \$220,001	14% - 2% to Capital Improvement Account, 12% to Port Authority

Payments shall be made to the Port Authority within 45 days following the end of each month of Circle Line's operation hereunder. For each month of operation, Circle Line agrees to provide the Port Authority with an activity report for the daily operation of all ferry services within 15 days of the subsequent month including the mix of ticket types (i.e. single trip and roundtrip). The activity report format shall be subject to Port Authority approval and shall show daily passenger trips in each direction

by AM and PM periods. Circle Line shall propose an auditable method of keeping passenger counts within 30 days of execution of this agreement for Port Authority Audit Department approval. Circle Line shall keep records of all financial and operations transactions (including passenger counts) and documents relating to ferry operation and required by this agreement in accordance with the terms of this agreement.

All Circle Line subcontracts, other than those entered into between Circle Line and its wholly owned subsidiaries, shall be subject to written prior approval of the Port Authority. Subcontractors shall have the same document retention and audit obligations as Circle Line.

b. Capital Improvement Account

The Port Authority agrees to the establishment of a Capital Improvement Account to fund certain Ferry Service Improvements at LaGuardia Airport. Funds in the Capital Improvement Account including interest earned thereon belong to the Port Authority, and with such funds Circle Line and the Port Authority will undertake, on an agreed-to project-by-project basis, improvements that directly support Circle Lines operations herein. These improvements may include but are not limited to advertising, signage, Capital Improvements proposed by either party for expanded bus service, infrastructure, curb cuts, traffic signalization, cross walks, and Marine Terminal improvements, which support Circle Line's service.

This account shall be funded solely as detailed in Section 6a above.

This account shall be established and maintained by Port Authority and shall only be disbursed under the terms dictated herein by the Port Authority.

All expenditures shall be approved by the Port Authority in accordance with priorities established by the Port Authority.

All unexpended or non-committed funds at the conclusion of the initial contract term and each subsequent option period revert to the Port Authority.

c. The term "gross receipts" shall mean all monies received or receivable by Circle Line for ticket sales in connection with services of which its operations on or at the Airport under this agreement constitute a part, regardless of where the arrangements therefore occurred, including full charges for any trip any part of which is on or at the Airport, and including the cash value of tickets or tokens used, and any other payment type arising out of or in connection with Circle Line's operations at the Airport, provided, however that "gross receipts" shall not include (1) any taxes imposed by law which are separately stated to and paid by its customers and are directly payable to a taxing or tax collecting authority by Circle Line.

- d. Late Charges - If Circle Line shall fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation, any payment of percentage or any payment of any utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be thirty-six (36) late charge periods during the initial contract term and for the option periods, there shall be twenty-four (24) late charges periods on a calendar year basis; Each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefore by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended, or shall be deemed, to, affect, alter, modify or diminish in any way: (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the Section of this Agreement entitled "Termination"; or (ii) any obligations of Circle Line under this Agreement. If the precise amount of any payment required to be made by Circle Line under this Agreement cannot be known to Circle Line, such payment shall not be deemed due to the Port Authority until ten (10) days after the Port Authority notifies Circle Line of the amount of such payment. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

All payments should be sent to the Port Authority as follows:

The Port Authority of New York & New Jersey  
P.O. Box 95000-1517  
Philadelphia, PA 19195-1517

Or via wire transfer to:

Name of Bank – Commerce Bank  
Bank ABA Number – 026013673  
Account Number -

- e. As security deposit Circle Line shall have a \$15,000 Irrevocable Letter of Credit issued on their behalf (Exhibit E) to the Port Authority within 45 days of commencement of ferry services.

#### **Section 7 – Permits**

**7.01** Circle Line shall be responsible for obtaining all governmental permits, licenses and agreements required for the utilization of the landing sites specified in the agreement, and the operation of commuter ferry services as described herein thereat.

**7.02** Circle Line shall provide the Port Authority with all information and drawings required for obtaining all legally required permits to construct the ferry landing facility at LaGuardia Airport.

**7.03** In all of its performance under this agreement Circle Line shall comply with all applicable legal requirements.

#### **Section 8 - Security and Emergency Response**

**8.01** Circle Line will be responsible for providing appropriate security on a 24-hour basis for the Temporary Landing Facility, barge and pier ramp. Circle Line shall perform background investigations of all persons employed by it in the ferry operations. Security and emergency response plans will be submitted to the Port Authority annually and will meet local, state, federal and the Port Authority requirements and shall be subject to Port Authority approval.

**8.02** Security/Contractor Identity and Background Checks under this agreement shall conform with Attachment F Section 5.3.3 redacted from the Circle Line proposal dated March 12, 2004. All employees stationed at LaGuardia Airport must adhere to specific security requirements and should carry and display the appropriate Airport badge made available through LaGuardia Airport ID office.

**8.03** During emergency situations, Circle Line agrees to use its best efforts to comply with requests by the Port Authority, within a reasonable time from any such emergency, to direct vessels assigned to this service as needed, unless otherwise directed by any government official or agency. It is understood that the Captain of any particular vessel has final approval of a vessel's ability to conduct any service. Circle Line and the Port Authority agree that any such direction by the Port Authority will be subject to reasonable fees.

8.04 Circle Line agrees that it will not contract with any third party if they are unable to perform its obligations under this contract or for the routes so assigned hereunder without the prior written approval of the Port Authority.

## Section 9 – Miscellaneous

9.01 This agreement shall be governed by and construed in accordance with the Laws of the State of New York.

9.02 This agreement may not be assigned by either party without the written approval of the other.

9.03 This agreement and its attachments, contain the full agreement of the parties and may be modified or amended only by a writing signed by the parties.

9.04 Circle Line shall promptly supply the Port Authority with any data required for any local, state, federal or agency reporting requirements. Additionally, copies of any survey data collected by Circle Line will be promptly supplied to the Port Authority.

9.05 Regardless of the receipt of any authorizations, approvals or permits, the Port Authority maintains the right to terminate this agreement with written notice if the service described herein is not initiated prior to December 31, 2005.

## Section 10 – Agreement Contacts

### Port Authority of NY & NJ - Ferry Transportation

Janet D. Cox, Manager Business Development  
Port Authority of New York & New Jersey  
1 Riverfront Plaza, 9<sup>th</sup> Floor  
Newark, New Jersey 07102  
Telephone: 973 565-5503  
Email: [jcox@panynj.gov](mailto:jcox@panynj.gov)

### Port Authority of NY & NJ - LaGuardia Airport

Theresia Schatz  
Senior Property Representative  
LaGuardia Airport  
Flushing, New York 11371  
Telephone: 718 533-3450  
Email: [tschatz@panynj.gov](mailto:tschatz@panynj.gov)

### Circle Line Statue of Liberty

Mr. Kevin Moran  
President & CEO  
Circle Line-Statue of Liberty Ferry, Inc.

17 Battery Park Place, Suite 715  
New York, New York 10004-1101

212 809-0808

Email: [kmoran@circleline.com](mailto:kmoran@circleline.com)

We look forward to working with Circle Line in promoting the use of ferries as a convenient, reliable and affordable alternative transportation for LaGuardia Airport travelers.

Sincerely,



Michael B. Francois  
Chief, Real Estate & Economic Development

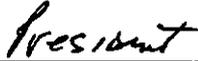


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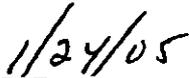
CIRCLE LINE STATUE OF LIBERTY FERRY INC.



Name



Title



Date

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY  
PURCHASING SERVICES DIVISION  
ONE MADISON AVENUE, 7<sup>TH</sup> FLOOR  
NEW YORK, NY 10010

**ADDENDUM # 2    February 23, 2004**

To prospective proposers on Request for Proposal #0000006617 for LaGuardia Airport Ferry Transportation and Facility Operation and Management Program, Proposals due no later than 2:00 PM on March 12, 2004.

**The following changes are hereby made in the subject Request for Proposal:**

Please find attached a list of the attendees at February 12, 2004 site visit.

Also find attached the Documentation regarding the existing landing facility as follows:

- a. *Existing pier construction/site plan (measurements, layout, etc.) -*  
Provided
- b. *Bathymetric survey*  
Unavailable
- c. *Side-scan sonar survey*  
Unavailable.
- d. *Platform elevations benchmarked to specific tide date?*  
Unavailable
- e. *Soil boring logs*  
Unavailable

The Nearest and accessible electric sub panel:

There is no available electricity at the proposed ferry terminal landing site. There is an "A" and "B" Service distribution board in the Marine Air Terminal Boiler room. Load readings taken recently totaled about 100 amps at 208 volts, 3 phase. Another "A" and "B" service panel is in Hangar 7 North. The service there is 500kcm conductors and 208 volt. Current load readings are not available.

Please find attached copy of "Airport Standards Manual" and "Airport Signage Manual".

The following information is made available in response to questions submitted by prospective proposers. It should not be deemed to answer all questions, which have been submitted by proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

1. *Q. Confirm that the Successful Respondent is responsible only for the landing site and not the attached platforms and structure.*

A. Working within the Port Authority Tenant Alteration Application (TAA) process, the selected operator for the LaGuardia Airport Ferry Transportation and Facility Operation and Management Program would be responsible for the design, installation, and maintenance of an appropriate ferry-landing facility. As there is an existing LaGuardia Airport police launch dock, the selected operator has the option of incorporating the existing gangway system into their design. If the selected operator chooses to utilize this option, they would assume responsibility for the general maintenance of the entire gangway system including access to the Marine Air Terminal as part of the general maintenance of the ferry landing facility. Additionally, if the existing gangway is utilized, the proposed scheme must be reviewed by the Port Authority Police Department to confirm that there is no interference to their operations. Additionally, if the selected operator's design for the landing platform requires modifications to the existing gangway system, a code review would be required and the selected operator would be responsible for any associated costs if modifications to the gangway system are required.

The selected operator also has the option of designing and installing at its cost a separate gangway system for their proposed initial ferry landing facility.

2. *Q. Who is responsible for providing the directional signage that would guide customers through the terminal to the ferry landing?*

A. The Port Authority seeks to minimize its operating role. With this understanding, Proposers should indicate their level of financial participation in regard to signage and marketing programs.

3. *Q. Revenue Proposal: please clarify if "ground rent" is required. Note Section 1A (page 3) specifies ground rent is required, but Attachment B does not.*

A.

Delete the word "(required)" in the first section entitled "1. Information for Proposers A. General Information: The Port Authority of New York and New Jersey" in paragraph 3, second sentence.

Respondents should provide the Port Authority with a revenue proposal that must include the terms and conditions for one or more of the following options:

- ground rent and/or
- passenger fees and/or
- landing fees and/or
- a revenue sharing relationship.

4. *Q. Upon completion of initial landing facility, who retains title of ownership of the facility?*

A. Ownership of the selected operator portion of the initial landing facility will remain with the selected operator for the full term of the LaGuardia Airport Ferry Transportation and Facility Operation and Management Program contract. If for

any reason the selected operator is in default of the contract, the entire initial landing facility will remain at LaGuardia Airport for the duration of the contract. If the Authority terminates the contract without cause on the part of the selected operator the operator shall promptly remove that portion of the initial landing facility which it has furnished and installed and return the premises to its original condition unless otherwise agreed to by the Authority in writing.

5. *Q. What level of security is required for landing site? (Pertains to Question #1 above.)*

A. As delegated under the authority of the Maritime Transportation Security Act of 2002, the selected operator is responsible for adhering to United States Coast Guard regulations in regard to ferry vessel and ferry terminal security as contained in the Final Rule issued on October 22, 2003. It should be noted that the ferry dock area behind the Marine Air Terminal is considered public space, so it will not be fenced and there is no requirement to post a guard.

6. *Q. Please provide any available information related to the anticipated date of the award/acceptance.*

A. The Port Authority seeks to award the contract for this RFP during second quarter 2004.

7. *Q. Does the Port Authority have any minimum or maximum contract term requirement for this service?*

A. The Port Authority would like a minimum contract term of two years although respondents can indicate other terms as part of their proposal.

8. *Q. If there is any adjustment to the dates that the proposal is due or the subsequent award date, will there be an adjustment to the target date for the initiation of service?*

A. Yes. If for any reason the award of contract is delayed, the Port Authority will work with the selected operator to develop and confirm a new target date for the initiation of service.

9. *Q. The Marine Air Terminal is currently undergoing construction. Are there any drawings, etc. of the final look and functional layout of the terminal?*

A. The Marine Air Terminal is undergoing an "exterior rehabilitation", which includes the replacement/repair of brick walls and parapets, replacement of the roofs (3 levels), and the replacement of most exterior windows and doors with double-glazed insulated units. The paint will be removed from the exterior brick which will leave a natural masonry finish, which will historically restore the façade to its original state.

**10. Q. If a Proposer is unable to make all of the certifications in the Contractor's Integrity Provisions" will the Proposer's proposal be considered, or will the inability to make the certification serve as a bar to an award?**

A. Inability to make all of the Integrity certifications is NOT an automatic bar to award. For each certification a Proposer cannot make it should include as a separate section of its Proposal 1-identification of the certification, 2-the reasons why the certification cannot be made, 3- any documentary evidence which would be useful in evaluating the situation. The inability to make the certification will then be evaluated.

**11. Q. How many buses are used on the Route "A" Airport Connection Bus route? During peak periods, given existing ridership, how much capacity is available to transport ferry passengers on this route?**

A. There are presently two buses on the Route "A" bus route. The round trip takes approximately 20 minutes or about 10 minutes from the Marine Air Terminal to the Delta Terminal. The airport posts waiting times of approximately 15 minutes. Each bus can accommodate 23 passengers. The buses are equipped with luggage racks capable of holding a limited amount of baggage. Over the course of a typical day, on most trips the buses carries few passengers. The numbers vary so much that an average number is difficult to state, but maybe up 10 to 12 passengers per trip during non-peak period is a good estimate. However, during peak times the buses can easily fill to capacity with people standing in the aisles and others waiting at the curb for the next bus.

**a. Q. If ferry ridership is such that the capacity of the existing buses is exceeded, will the Port Authority increase the number of buses used on the route?**

The Port Authority is committed to the highest level of customer service. If additional bus service is warranted the Port Authority will evaluate the conditions and respond appropriately. It should be noted that the selected operator could independently run an additional bus service, initiated through a separate contract with the current bus service provider, or any other bus company to be determined with the successful Contract after award if necessary.

**12. Q. Can the Port Authority supply Proposers with drawings of the Bowery Bay site and the police boat landing, including elevations, in sufficient detail to allow Proposer to adequately estimate the capital costs of the ferry facility landing?**

A. Please find attached.

a. *Q. Will the Port Authority modify the steps to the police boat landing and the entrance to the Marine Air Terminal to comply with applicable ADA requirements.*

A. The Port Authority has no plans for adding an ADA-ramp to the police boat access point. There are no plans for providing additional ADA access to the MAT since the existing entrance already has the necessary provisions for ADA Access.

All other Terms and Conditions shall remain the same.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any proposer fails to conform to these instructions, its proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

ANDREA ROITMAN, MANAGER  
PURCHASING SERVICES DIVISION

PROPOSER'S NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO PRISCILLA DUNCAN WHO CAN BE REACHED AT 212-435-3946.

Facility Walkthrough  
Attendance form

RFP Title SLA Ferry  
Date 2/12/01

<u>Name</u>	<u>Title</u>	<u>Company</u>	<u>Phone</u>
<u>Prinilla Primm</u>	<u>PCS</u>	<u>PANAMA</u>	<u>212 435-3546</u>
<u>James De Simone</u>	<u>VP of J</u>	<u>NY WATERWAY</u>	<u>646-529-8931</u>
<u>Mark Baker</u>	<u>Chief Engineer</u>	<u>NY Waterway</u>	<u>201-212-1261</u>
<u>BRIAN MCMENTON</u>	<u>CFO</u>	<u>CIRCLE</u>	<u>212 691-0608</u>
<u>Russell Bostwick</u>	<u>Chief of</u>	<u>CIRCLE</u>	<u>713 943 077</u>
<u>ERICH ARCEMENT</u>		<u>CIRCLE LINE</u>	<u>212 598-9000</u>
<u>MICHAEL BARELLI</u>		<u>CIRCLE LINE</u>	<u>212-598-9010</u>
<u>John X</u>		<u>Port Authority</u>	<u>973 525-5523</u>
<u>Thomas Schick</u>		<u>PANAMA</u>	<u>(718) 533 345</u>
<u>John X</u>		<u>NYWT</u>	<u>212 742-1961</u>
<u>Glen Muller</u>		<u>NY Waterway</u>	<u>201-902-878</u>

## **Exhibits & Attachments**

### **Exhibits**

Exhibit A – Demised Property for Terminal (Space)

Exhibit B – Airport Standards Manual

Exhibit C – Terminal Rules & Regulations for LaGuardia Airport – To be provided by  
the Port Authority

Exhibit D – Airport Signage Manual

Exhibit E – Letter of Credit Sample

Exhibit F – Tenant Construction or Alternation Application (as attached on CD-Rom)

Exhibit G – Tenant Construction Review Manual – March 2003

### **Attachments**

Attachment A – Schedule of Service - Circle Line is to provide to the Port Authority for  
approval

Attachment B – LaGuardia Airport Ferry Terminal Rules & Regulations – provided

Attachment C – Circle Line Sample of Available Lease Vessel Specifications

Attachment D – Circle Line Sample Vessel Specification

Attachment E – Vessel Security Plan

Attachment F – Circle Line Proposal of March 24, 2004 – Sections 5.3.2, Section 5.3.3  
and Circle Line letter to the Port Authority dated May 6, 2004

Attachment G – Circle Line Proposal of March 24, 2004 – Section 8

Attachment H – Standard Contract Terms and Conditions

Attachment I – Circle Line Schedule for Landing Installation – Circle Line is to provide  
to the Port Authority for approval

Exhibit B

King County  
La Guardia  
Newark  
THE PORT AUTHORITY AIRPORTS



# Airport Standards Manual

Third Edition May 2002

# **Airport Standards Manual**

**John F. Kennedy International Airport  
LaGuardia International Airport  
Newark International Airport  
Teterboro Airport  
Downtown Manhattan Heliport**

**Published by  
The Port Authority of New York & New Jersey  
Aviation Department  
New York**

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**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**  
Aviation Department  
**Airport Standards Manual**

**Mission**

*To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.*

**Vision**

- *Focus on Customer Well Being – Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

# Airport Standards Manual

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 = New section or text

# Port Authority of New York and New Jersey Airport Standards Manual

## Introduction

### Purpose

The Port Authority, in cooperation with its airline partners and terminal operators, developed this Third Edition of the Airport Standards Manual for the benefit of all airport customers (passengers, well wishers, meeters/greeters and employees).

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual is distributed to all terminal operators, airlines, permittees and airport contractors and will continue to evolve and grow to meet the demands of our customers.

### The Standards

These standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The standards contained in this manual fall under four broad categories – security, customer service, directional signage, and airport facilities. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to “Adequate” or “Sufficient” lighting shall conform to the Illuminating Engineering Society of North America (IES) *Lighting Handbook, 8<sup>th</sup> Edition, Section 11* as they pertain to the respective areas and activities.
  - All signage shall be in conformance with the new Port Authority *Airport Signage Standards Manual* as well as those areas addressed in this manual.
  - Restroom design shall conform to the Port Authority criteria contained in Appendix 2 – Passenger Terminal Restroom Standards - as published in the *Tenant Alteration Application (TAA) Procedures and Standards Guide* and all subsequent addenda.
- 
- All Airport Partners must adhere to the Airport Rules and Regulations.

These standards are being implemented at EWR, LGA and JFK, and are reviewed regularly to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition.

## **Standards Inspection**

The Port Authority uses independent quality consultants to periodically inspect the airports. All inspection reports are distributed to the appropriate terminal operators in "Action Plan" format with the request that they specify the action to be taken to correct the identified deficiency. The inspection and reporting of standards performance is viewed as a management tool to improve customer satisfaction and as a vehicle for enhancing training and making necessary improvements or modifications. The Port Authority employs several methods such as inspectors, "mystery shoppers," customer feedback through comment cards and the website and other quality processes to measure performance.



## **Performance Measuring**

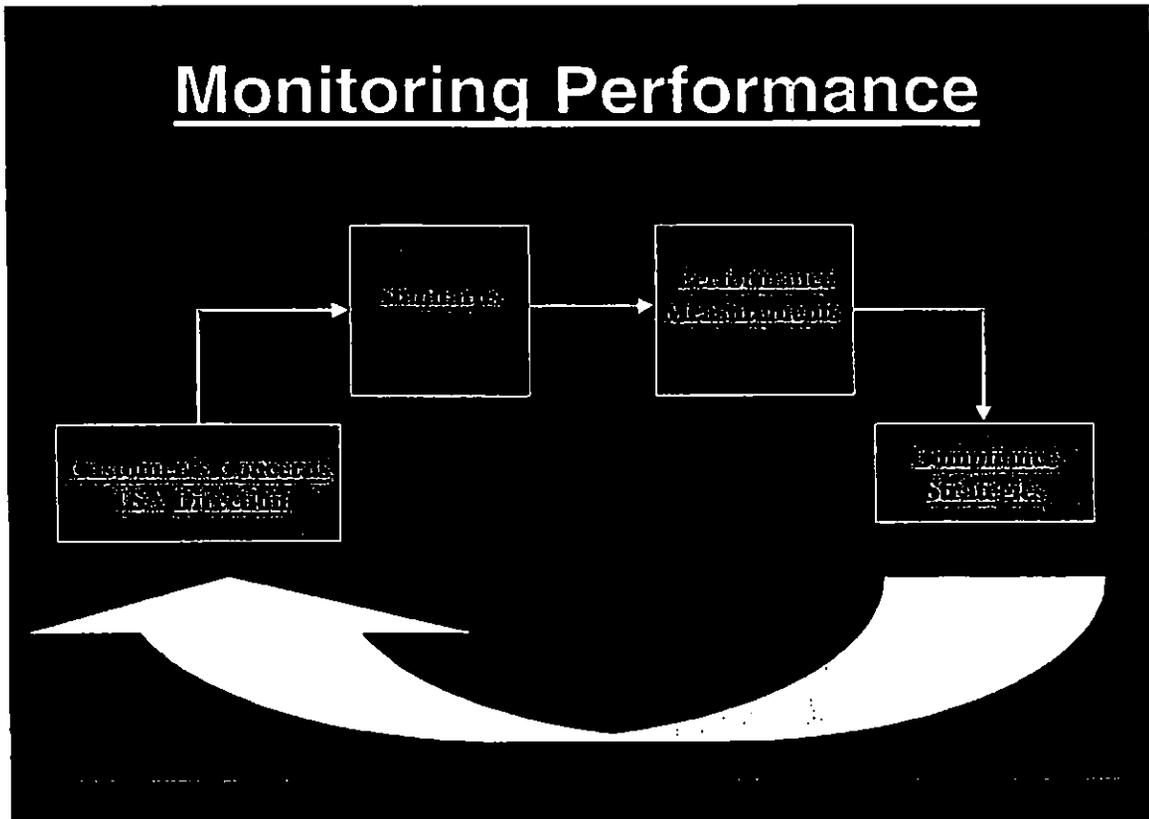
A score-based method is used to track performance against the Airport Standards Manual. Using data collected from customer surveys, each terminal's overall score is computed utilizing a weighted average determined by the areas that have been identified by our customers as most important. Prior to the events of September 11<sup>th</sup>, research indicated that a) Restroom Condition and Cleanliness, b) Signs, Directions, and Information, c) Employee Attitude, Appearance and Knowledge and Gate Area Condition, and d) Cleanliness impact customer satisfaction more than other items. From research conducted after September 11<sup>th</sup>, increased safety and security concerns have elevated the importance of a) Check-In Process, b) Security Check, and c) Terminal Facilities to overall customer satisfaction. In the final analysis, the areas of most importance to the customer will carry a higher weight or value and significantly impact a terminal's overall score.

The diagram on the following page outlines how performance will be monitored. Using the customer priorities gathered through the annual survey process, the four broad categories of standards would continue to be refined or developed. All of the standards contained within this Manual will be monitored through a variety of mechanisms including annual surveys and inspections, ongoing (e.g. monthly) mystery shopping, and audits. Should shortcomings be identified, the Port Authority will work with its partners to improve performance.

Certain aspects of the inspection process are deemed to be "*Immediate Action Items*", requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Unclean conditions**
- **Rudeness / indifference to customers**
- **Excessive disrepair**
- **Unpleasant odor**
- **Extremely poor lighting**

If inspectors witness any of these conditions they will immediately notify the proper airport contacts. Normal reporting on standards inspections will follow, allowing time to process and analyze the data.



TSA = Transportation Security Administration



## Airport Standards Matrix

### **Introduction**

The Airport Standards Matrix (the Matrix) summarizes the Port Authority standards outlined in this manual. The Matrix is an effective customer service management tool designed to help the airport partners monitor standards outlined in this Manual. The Matrix allows for easy review of the Airport Standards by displaying: 1) the organization responsible for ensuring the standard is met, 2) the standard indicators or criteria against which each standard is measured, and 3) the proposed measurement source for each standard that is currently under development.

The Matrix is organized into rows and columns by listing the standards in rows down the left-hand side and the different categories as column headers across the top from left to right. Each standard either meets or does not meet the given criteria. An "X" in a box indicates that the standard is measured against and must meet the condition specified by the column title for that category. For the measurements that are currently being developed, X1 is the primary measurement source and X2 is the supplementary measurement source.

## AIRPORT STANDARDS MATRIX

### Standards Development and Measurement Matrix



Number	Standard	Party Responsible							Standard Indicators										Measurement					
		PANYU	Terminal Operators	Airlines	Contractors	TSA	Customs	Immigration	Attitude	Appearance	Knowledge	Cleanliness	Condition	Functionality	Signs and Directions	Product Quality	Service	Information	Flight Cancellation Services	Mystery Shopping	Annual Inspection	Customer Satisfaction Survey	Queueing/Wait Time	Other Survey (Contractor or PANYU)
1.0	Employee Attitude, Appearance and Knowledge	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2.0	Curtside	X	X								X	X	X	X						X2	X1	X2	X2	
3.0	Check-in Areas										X	X	X	X					X2	X1	X2	X2	X2	
4.0	Walkways/Corridors/Elevators/Escalators	X	X								X	X	X	X					X2	X2	X1	X2	X2	
5.0	Security	X	X	X	X	X	X	X	X	X	X	X	X	X					X2	X2	X1	X2	X2	
6.0	Restrooms	X	X								X	X	X	X					X2	X2	X1	X2	X2	
7.0	Gate Areas	X	X								X	X	X	X	X	X	X		X2	X2	X1	X2	X2	
8.0	Retail Services	X	X								X	X	X	X	X	X	X		X2	X2	X1	X2	X2	
9.0	Food & Beverage	X	X								X	X	X	X	X	X	X		X2	X2	X1	X2	X2	
10.0	Baggage Claim		X	X							X	X	X	X					X2	X2	X1	X2	X2	
11.0	Ground Transportation										X	X	X	X	X	X	X		X1	X2	X2	X2	X2	
											X	X	X	X	X	X	X		X1	X2	X2	X2	X2	
											X	X	X	X	X	X	X		X1	X2	X2	X2	X2	
12.0	Taxi Dispatch	X									X	X	X	X					X2	X2	X1	X2	X2	
13.0	Parking Lots & Garages	X	X	X	X						X	X	X	X					X2	X2	X1	X2	X2	
14.0	Construction	X	X	X	X						X	X	X	X					X2	X2	X1	X2	X2	
15.0	Charter Operations			X	X						X	X	X	X					X2	X2	X1	X2	X2	
16.0	Ramp/Airside										X	X	X	X					X2	X2	X1	X2	X2	
17.0	Assistance to Stranded Passengers										X	X	X	X					X2	X2	X1	X2	X2	
											X	X	X	X					X2	X2	X1	X2	X2	
18.0	Air Train (EWR & JFK)										X	X	X	X	X	X	X		X2	X2	X1	X2	X2	
											X	X	X	X	X	X	X		X2	X2	X1	X2	X2	
19.0	Persons with Reduced Mobility	X	X	X		X	X	X	X	X	X	X	X	X					X1	X2	X1	X2	X2	

X1 Primary measurement source

X2 Supplemental measurement source

**Indicator/Measurement**

**General Definition (see ACRS Manual for complete definitions)**

<p><b>Attitude</b></p> <p><b>Appearance</b></p> <p><b>Knowledge</b></p> <p><b>Cleanliness</b></p> <p><b>Condition</b></p> <p><b>Functionality</b></p> <p><b>Signs and Directions</b></p> <p><b>Product Quality</b></p> <p><b>Service</b></p> <p><b>Information</b></p> <p><b>Flight Cancellation Service</b></p>	<p>Employees shall greet all customers in a friendly/professional manner, display a positive attitude toward passengers/fellow employees, remain calm and helpful in all situations, refrain from inappropriate language/behavior, maintain proper eye contact.</p> <p>Physical facility appearance (clean, not overly-worn, etc.). Employees shall be well groomed/clean/professional in appearance, wear only appropriate accessories (as determined by employer) while on duty, and wear name tags and official ID at all times.</p> <p>Employees shall be well informed, be capable of providing directions and obtaining information, convey accurate information, state airport policy politely and offer adequate alternatives to dissatisfied customers.</p> <p>Sidewalks/ground/floor free of debris, doors free of smudges/dirt/grime, windows clean and free of smudges/streaks, trash receptacles emptied, walls cleaned and free of graffiti/scratches, light fixtures clean and free of dust, area is odor-free.</p> <p>Sidewalks/ground/floor clean and free of stains and missing surface areas, equipment available and in working orders where necessary.</p> <p>Communications/lighting systems in working order, mechanical devices in working order, workstations appropriately staffed, cleaning supplies out of view, hours of operation extended when appropriate.</p> <p>Handwritten/unprofessional/unauthorized signs not used, gate numbers clearly marked and visible at all times, directional signs visible/legible/accurate, appropriate directional signage.</p> <p>Items sold at "street prices," merchandise attractively displayed, damaged merchandise removed from display areas immediately, customer comment cards readily available, clean trays available, no items remaining on shelves past expiration dates.</p> <p>Timeliness of service from a representative and the availability of a representative to assist passengers in both normal operating hours and extended operating hours due to delays.</p> <p>Availability of information (web based, posted or leaflet) that can be presented to customers. Charter Operators must provide: flight schedule to Port Authority in advance, passengers with access to arrival/departure information, check-in/arrival location information, and infl documentation requirements.</p> <p>Charter operators inform passengers of delay/cancellation, provide passengers with refreshments if delay &gt; 2 hours (recommended), inform passengers on accommodations made.</p>
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### **Standards**

The 19 standards (and their corresponding numbers as presented in this Manual) are listed down the left-hand side of the Matrix. Two of the standards, Ground Transportation and AirTrain, have three subcategories that are broken out and evaluated independently as part of the larger standard.

The rows for the standards alternate between white and gray backgrounds to help guide the reader from left to right across the Matrix. The format allows for simple comparison between standards and helps to better define the baseline of airport customer service.



### **Party Responsible**

The Matrix lists the responsible party or organization held accountable for ensuring adherence to the standards. Responsible parties include:

- PANYNJ
- Terminal Operators
- Airlines
- Contractors
- Transportation Security Administration
- Customs
- Immigration

In several cases there is more than one organization responsible for ensuring standards are met; for example, the Port Authority, terminal operators, airlines, and contractors are each responsible for ensuring that the standards of Employee Attitude, Appearance and Knowledge are followed in their respective areas.



### **Standard Indicators**

The Standard Indicators are the critical factors for the standards that can be measured subjectively, or those that depend on the subjective value attributed to quality of service. They include:

- |                 |                                      |
|-----------------|--------------------------------------|
| • Attitude      | • Signs, Directions, and Information |
| • Appearance    | • Product Quality                    |
| • Knowledge     | • Service                            |
| • Cleanliness   | • Information                        |
| • Condition     | • Flight Cancellation Services       |
| • Functionality |                                      |

The first three subjective indicators, Attitude, Appearance, and Knowledge, apply specifically to all responsible parties' employees working at the airport. Subsequent indicators generally deal with facilities and services. Brief definitions of Indicators are included in the footnotes to the Matrix and more comprehensive definitions are contained in each section of this Manual.



### **Measurement Sources**

The Measurement category in the Matrix identifies the tools available to measure compliance with the standards. The measurement sources include:

- Mystery Shopping
- Annual Inspection
- Customer Satisfaction Survey
- Data Collection
- Other Surveys (contractor or PANYNJ administered)

Performance measurements such as monthly mystery shopping, annual inspection, and customer surveys are proactive efforts undertaken periodically to track adherence to or implementation of the standards.

The Mystery Shopping report that summarizes the performance and quality of various operators and services at each of the airports is based on selected criteria representative of all the key attributes listed under each Standard. Each of the criteria are given a score of "1" if the service meets the standard or "0" if it does not meet the standard. The results are then summed and a corresponding percentage is reported for parking lot and garage services in each terminal.

The Annual Inspection report provides summarized scores for each of the four major areas covered under each Standard: Cleanliness, Condition, Employee Attitude, Appearance and Knowledge, and Functionality. Within each of these four areas, a number of individual criteria are evaluated and given a score of "1" if the facilities and services meet the criteria or "0" if facilities and services do not meet the criteria. The scores are then summed and converted into a percentage.

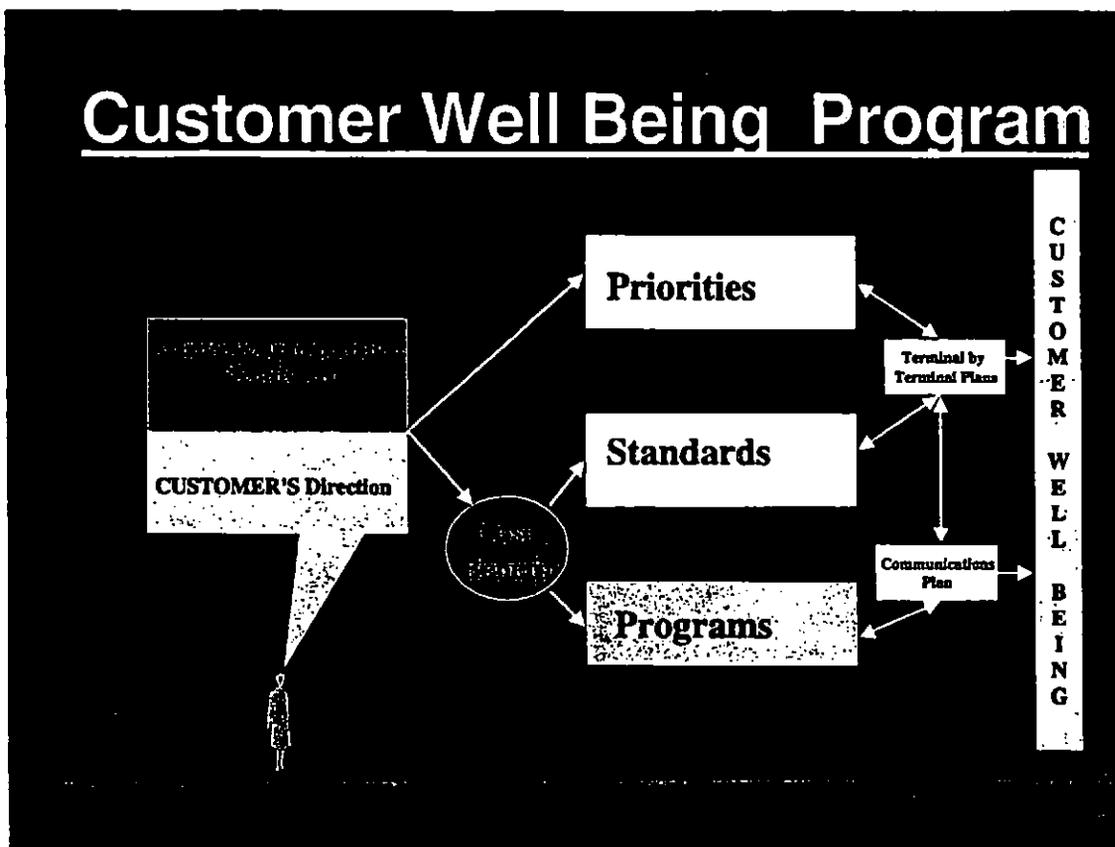
The Customer Satisfaction Survey report quantifies customer responses regarding the quality of the facilities and the services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted/pleased" with a facility or service. The total number of passengers polled divided by the number of passengers delighted/pleased with the service and a percentage score is obtained.

Data Collection would involve reviewing processing times where queuing normally takes place and Other Surveys would involve or include passenger or customer surveys that are administered periodically by all parties.

### **The Customer Well Being Program**

The diagram on the following page briefly describes the process of improving customer well being. Direction is received from our customers through surveys and focus groups while at the same time integrating safety and security regulations and building customer confidence. From this input, priorities are identified and Airport Standards are developed in a financially viable manner. At the same time various service program projects are being used or implemented to improve customer service. These elements are then used to develop terminal operators and communications plans to achieve customer well being.

In cooperation with airline partners/terminal operators, the Port Authority will regularly update, add to, and adjust Performance Measuring weights to keep pace with changing customer priorities or to aid in improving customer satisfaction.



In order to address deficiencies identified by the surveys and inspections, meetings and discussions are conducted with our airport partners in order to develop action plans and schedule necessary corrective action.

All airport tenants, terminal operators and concessionaires providing services or having customer contact, shall keep this Manual available for reference at all times, as well as incorporate data in their employee training regimen. If questions arise or you require additional electronic or hard copies of this manual, please contact Ms. Maggi Villane at [mwillane@panynj.gov](mailto:mwillane@panynj.gov).

**The Port Authority recognizes the complex environment of each airport and works with our airport partners to implement reasonable action plans that assure each terminal's compliance with the Standards.**



## **1.0 – Employee Attitude, Appearance and Knowledge**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind “... *people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*”.

It is recommended that airport employees who are fluent in a language other than English have that language indicated on their nametag or ID.

### ***Standards of Employee Attitude, Appearance and Knowledge***

Courteous employees will meet or exceed the following standards:

#### ***1.1 Attitude, all employees shall:***

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Display a positive attitude toward passengers and fellow employees at all times.
- 1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer’s problem.
- 1.1.5 Be capable of communicating clearly in English when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and tone of voice with customers. For example, use words such as “please”, “yes”, “hello” and “thank you”.
- 1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.
- 1.1.9 Make every effort to satisfy customers’ needs, even when those needs are outside the employee’s specific job scope.

## **1.0 – Employee Attitude, Appearance and Knowledge (cont.)**

- 1.1.10 Address customers proactively - be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact. If appropriate to the specific job;
  - At 10 feet away, employees shall make positive eye contact,
  - At 5 feet away, employees shall smile and greet the customer.
- 1.1.11 Focus on customers and not gather in a group to chat while on duty.
- 1.1.12 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.13 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.14 Not nap or sleep while on duty or in a public area.
- 1.1.15 Not use personal radios or tape/disc players. The only music audible to customers shall be provided by the unit audio system.

### ***1.2 Appearance, all employees shall:***

- 1.2.1 Be well groomed, clean and present a professional appearance.
- 1.2.2 Wear only appropriate accessories, as determined by employer, while on duty.
- 1.2.3 Wear nametags and official identification that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms while on duty.
- 1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Also, employees shall only wear sunglasses outdoors and during daylight hours.

### ***1.3 Knowledge, all employees shall:***

- 1.3.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.3.2 Convey accurate information using clear and understandable terms.

## **1.0 – Employee Attitude, Appearance and Knowledge (cont.)**

- 1.3.3 When encountering a dissatisfied customer, employees obtain the facts; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.3.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barriers arise.
- 1.3.5 Know where and how to obtain assistance in order to respond to medical and operational emergencies.



### **1.4 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops and monthly or quarterly information provided by all responsible parties.

## **2.0 – Curbside**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **2.1 Standards of Cleanliness**

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris.
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime.
- 2.1.3 Windows shall be clean and free of smudges and streaks.
- 2.1.4 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 2.1.5 Awnings or canopies, where present, shall be clean at all times.
- 2.1.6 Walls shall be clean and free of graffiti and scratches.
- 2.1.7 Skycap check-in counters shall appear clean and organized, uncluttered, and without visible damage.
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust.

### **2.2 Standards of Condition**

- 2.2.1 All sidewalks shall be smooth and free of large cracks and missing surface areas.
- 2.2.2 Baggage carts shall be readily available at all Smarte Carte locations at all times.
- 2.2.3 Entrance and exit doors shall be maintained in good working order.
- 2.2.4 Only authorized vehicles shall utilize restricted curb areas.
- 2.2.5 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 2.2.6 Snow and ice shall be removed from walkways and roadways.
- 2.2.7 Roadways shall be well maintained and free of potholes.
- 2.2.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint.

## **2.0 – Curbside (cont.)**

### **2.3 *Standards of Functionality***

- 2.3.1 Unattended and unofficial parked vehicles shall not be present at Frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense.
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 2.3.3 Skycap service shall be readily available.
- 2.3.4 Public address systems shall be clear and audible.
- 2.3.5 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application.
- 2.3.6 Automatic doors shall operate properly.

### **2.4 *Signs, Directions, and Information***

- 2.4.1 Directional signs shall be visible, legible and accurate.
- 2.4.2 Signs shall clearly indicate the location of services.
- 2.4.3 Handwritten and unprofessional signs shall not be used.
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up points.
- 2.4.5 Appropriate directional signage shall be visible.
- 2.4.6 Appropriate directional signage shall be visible at every decision point.
- 2.4.7 No unauthorized postings shall be present.

### **2.5 *Standards of Employee Attitude, Appearance and Knowledge***

- 2.5.1 Employees shall conform to the Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.

## **2.0 – Curbside (cont.)**



### **2.6 *Curbside Security Awareness***

- 2.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 2.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 2.6.3 Report suspicious persons or activity as defined in Section 5.1.
- 2.6.4 Unattended vehicles should be reported and towed immediately.
- 2.6.5 Cube vans and commercial trucks should not be allowed to stop or park at the curbside and should be directed away from the terminal building.



### **2.7 *Measurement Sources***

The primary measurement source for this Standard will be the annual inspection report, which will be supplemented using a series of periodic reviews that could include customer satisfaction survey, monthly mystery shops and monthly or quarterly information provided by the contractor or terminal operator.

## **3.0 – Airline Ticket Lobby Check-in Areas**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **3.1 Standards of Cleanliness**

- 3.1.1 Counters shall be clean and free of graffiti.
- 3.1.2 Workspaces shall always appear uncluttered and organized.
- 3.1.3 Chairs and seating shall be clean and free of stains.
- 3.1.4 Windowsills shall be free of dust.
- 3.1.5 Windows shall be free of streaks and smudges.
- 3.1.6 Wastebaskets shall be clean and not overflowing.
- 3.1.7 Walls shall have a freshly painted or clad appearance, free of dirt and marks.
- 3.1.8 Floors shall be vacuumed and/or washed and clear of debris.
- 3.1.9 Floors shall be dry, free from spills and water.
- 3.1.10 Ceilings shall be dust free and unsoiled.
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust.
- 3.1.12 Telephones shall be clean.
- 3.1.13 Telephone areas shall be clean and free of debris.
- 3.1.14 Heating and air conditioning units shall be clean and free of dust.

### **3.2 Standards of Condition**

- 3.2.1 Counters shall have a like-new appearance.
- 3.2.2 Seating, in adjacent areas, shall be provided and adequate.

## **3.0 – Check-in Areas (cont.)**

- 3.2.3 Seating shall be free of rips, tears and broken parts.
- 3.2.4 Heating and air conditioning units shall be in good working condition.
- 3.2.5 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 3.2.6 Carpets shall not be worn or frayed, and tile and stone flooring shall be free of large cracks, gouges and broken pieces.
- 3.2.7 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 3.2.8 In the event any unattended baggage is found, the proper personnel shall be notified immediately.
- 3.2.9 Employees' personal belongings shall not be visible to customers.

### **3.3 *Standards of Functionality***

- 3.3.1 Flight Information Display System monitors shall be provided, and be in working order.
- 3.3.2 Telephones shall be in working order.
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.

### **3.4 *Signs, Directions, and Information***

- 3.4.1 Signage and directions to gates, concourses and services shall be clear, visible and accurate.
- 3.4.2 Flight Information Display System monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal.
- 3.4.3 There shall be no unauthorized postings.
- 3.4.4 Handwritten or unprofessional signs shall not be used.
- 3.4.5 Appropriate directional signage shall be visible at every decision point.

## **3.0 - Check-in Areas (cont.)**

### **3.5 *Standards of Employee Attitude, Appearance and Knowledge***

3.5.1 Employees shall conform to the Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0 in addition to existing airline requirements.



### **3.6 *Check-in Areas Security Awareness***

3.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."

3.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.

3.6.3 Report suspicious persons or activity as defined in Section 5.1.



### **3.7 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include annual inspections and monthly or quarterly information provided by the airlines/terminal operators.

## **4.0 – Walkways/Corridors/Elevators/Escalators**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **4.1 Standards of Cleanliness**

- 4.1.1 Carpet and floors shall be free of debris and stains.
- 4.1.2 Carpets shall appear vacuumed and floors shall appear washed.
- 4.1.3 Floors shall be dry, free of spills or water.
- 4.1.4 Ceilings shall be dust free and unsoiled.
- 4.1.5 Light fixtures and assemblies shall be clean and free of dust.
- 4.1.6 Pictures, frames and advertising along walkways and corridors shall be clean, and tear, scratch and dust free.
- 4.1.7 Corridor, Walkway and Elevator cab walls and floors shall be clean and free of debris and graffiti.
- 4.1.8 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 4.1.9 Heating and air conditioning units shall be clean and dust free.

### **4.2 Standards of Condition**

- 4.2.1 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled during off-peak hours.
- 4.2.2 Elevator button lights and switches shall be operational.
- 4.2.3 Each elevator emergency phone or communication device shall be in working condition.

## **4.0 – Walkways/Corridors/Elevators/Escalators (cont.)**

- 4.2.4 Corridors and Walkways shall be free of obstructions.
- 4.2.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 4.2.6 In the event any unattended baggage is found, the proper personnel shall be notified immediately.
- 4.2.7 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.
- 4.2.8 Heating and air conditioning units shall be in working order.
- 4.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 4.2.10 Trash receptacles shall be in good working condition, without dents, marks or peeling paint.

### **4.3 *Standards of Functionality***

- 4.3.1 All monitors, including Flight Information Display Systems, shall be in working order.
- 4.3.2 Public address system shall be in working order and audible from all areas.
- 4.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and application.

### **4.4 *Signs, Directions, and Information***

- 4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking).
- 4.4.2 Appropriate directional signage shall be visible at every decision point.

## **4.0 – Walkways/Corridors/Elevators/Escalators (cont.)**

- 4.4.3 When elevators, escalators and walkways are being repaired, appropriate signage shall advise customers of other means of access in closest proximity.
- 4.4.4 All monitors, including Flight Information Display Systems, shall be visible with accurate information.
- 4.4.5 Signage and directions to gates, concourses and services shall be clear, visible and accurate.
- 4.4.6 There shall be no unauthorized postings.
- 4.4.7 Handwritten or unprofessional signs shall not be used.



### **4.5 *Measurement Sources***

This Standard will be measured using a series of periodic reviews that include an Annual Inspection of the contractor's or terminal operator's services, facilities and equipment. This will be supplemented by Mystery Shopping.

## **5.0 – Security**

All security rules and regulations listed in this section are subject to changes from the Transportation Security Administration and other government agencies. This Section covers the following topics – security awareness, security standards, and security check points.

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*



### **5.1 Security Awareness**

#### **5.1.1 Security Awareness Objectives**

- To inform all airport and airline personnel, contractors, concessionaires, new hires and other persons working at an airport (hereinafter referred to as employees) of their obligation to be aware of security violations and report suspicious items and/or activity.
- To provide the appropriate procedures for reporting suspicious items and/or activity.

#### **5.1.2 Security Awareness Definition of Suspicious Items, Persons and Activity**

Suspicious items may include, but are not limited to:

- Unattended baggage or packages in public areas;
- Baggage or packages left in restrooms, telephone booths, garbage containers, ashtrays, etc.;
- Bags or parcels wrapped in an unusual manner – excess string/cord/tape, visible wire protruding, etc.; and,
- Mail that has any powdery substance on the outside, strange odors or stains, has excess postage, has no return address or one that does not appear legitimate, of unusual weight, lopsided or oddly shaped, has an unusual amount of tape on it, is marked with restrictive endorsements such as "Personal" or "Confidential," or shows a city or state in the postmark that does not match the return address;

Suspicious activities and persons may include, but are not limited to:

- Persons in secure areas that do not display airport-issued and airport-approved identification;
- Persons that do not swipe their identification card each time they enter the Air Operations Area (AOA) or other Security Identification Display Areas (SIDA);
- Persons wearing unusual clothing such as a winter coat in summer months, non-airline issued clothing or safety vests, etc;
- Persons/contractors asking suspicious questions relating to airport and airline operations and security;
- Construction contractors in secure areas not at or near a construction site;

- Persons trying to bypass security screening stations or to avoid having baggage or packages screened;
- Persons showing peculiar or suspicious behavior – refusing to be cooperative with airline or airport staff, profuse perspiration, failure to make eye contact; and,
- Non-airport/aviation persons or vehicles loitering near airside access gates.

Suspicious vehicles or driving activities may include, but are not limited to:

- Unauthorized vehicles that are parked on access roads or in unauthorized parking areas;
- Unusual vehicles or suspect vehicles such as unattended parked cars with open windows, unlocked doors/trunk, doors or trunk left ajar;
- Persons parking a vehicle in an authorized area and immediately getting into a second vehicle and leaving; and,
- Vehicles on the AOA parking at or going to suspicious locations, e.g., concession delivery truck (non-catering) not going to a centralized commissary but to an aircraft; construction vehicles not near the construction site or not driving on approved access/egress roadways.



### **5.1.3 Security Awareness – Areas of Responsibility**

**5.1.3.1** Employees are obligated to challenge persons and to report suspicious items and/or activity:

- Found in AOA or SIDA areas that do not have an airport-issued identification displayed;
- Breaching a secure door or triggering an alarm;
- Wearing suspicious clothing;
- Driving in unauthorized areas or areas not related to their business;
- Displaying suspicious behavior;
- Carrying suspicious packages or baggage;
- Driving suspicious vehicles; or,
- Parking in unauthorized areas or in a suspicious manner.

**5.1.3.2** Airline employees shall ensure that unclaimed baggage or lost baggage is kept in a secure area without public access.

**5.1.3.3** Employees eligible to operate vehicles on the AOA shall inspect their vehicles regularly for suspicious items.

**5.1.3.4** Fuel truck operators shall ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

**5.1.3.5** Catering companies shall ensure that unattended vehicles are locked and that catering supplies and operator's stores and supplies intended for carriage on passenger flights are only accessible to catering employees.

## **5.0 – Security (cont.)**

- 5.1.3.6 Terminal operators shall ensure that architectural and infrastructure related requirements necessary for the optimum implementation of security measures are integrated into the design and construction of new facilities and alterations to existing facilities.
- 5.1.3.7 Employees shall ensure that all AOA doors and gates are closed properly after each use.
- 5.1.3.8 Employees shall not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 5.1.3.9 AOA or SIDA access codes shall not be written on identification cards and employees shall enter codes in a secure manner not visible to the public.
- 5.1.3.10 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 5.1.3.11 Employees on the airports shall comply with the Department of Transportation's Airport Security Final Rule (Title 14 CFR, Part 107) and subsequent amendments.
- 5.1.3.12 Employees of air carriers shall have immunity for reporting suspicious activities per the Aviation Security Act, Senate Bill S1477.ES, Section 121-44940.



### **5.1.4 Security Awareness – Reporting Procedures**

- 5.1.4.1 Employees shall report suspicious items and/or activity to Port Authority Police or other law enforcement personnel by:
  - Verbally informing the nearest uniformed officer;
  - Dialing 211 on a Port Authority telephone and informing emergency personnel;
  - Using the nearest Help Phone and dialing the posted Police telephone number; or,
  - Calling local police directly using the following numbers:
    - Newark – (973) 961-6230
    - JFK – (718) 244-4333
    - LaGuardia – (718) 533-3911

### **5.2 Standards of Cleanliness**

- 5.2.1 Floors surrounding security checkpoints shall be vacuumed and/or washed and clear of debris.

## **5.0 – Security (cont.)**

5.2.2 Security baggage equipment shall be clean, uncluttered and free of debris and baggage tape.

### **5.3 *Standards of Condition***

5.3.1 Appropriate staffing levels shall be maintained to avoid delaying customers.

5.3.2 Employee's personal belongings shall not be visible to customers.

### **5.4 *Standards of Functionality***

5.4.1 Baggage conveyers, magnetometers, wands, x-ray machines and all other security checkpoint machinery and aids shall be maintained in working order.

5.4.2 Security checkpoints shall be appropriately staffed to avoid delaying customers.

### **5.5 *Signs, Directions, and Information***

5.5.1 There shall be no unauthorized postings.

5.5.2 Handwritten or unprofessional signs shall not be used.

5.5.3 Signage and directions to gates, concourses and services shall be clear, visible and accurate.

### **5.6 *Standards of Employee Attitude, Appearance and Knowledge***

5.6.1 Employees shall conform to Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.

### **5.7 *Security Checkpoints***

5.7.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."



## 5.0 – Security (cont.)



### 5.8 *Measurement Sources*

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include the annual inspection, processing rates and monthly or quarterly information provided by the security operator.

## **6.0 – Restrooms**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All restrooms shall be cleaned to meet the following standards and maintained to ensure that all customers experience a clean and comfortable environment.

### **6.1 Standards of Cleanliness**

- 6.1.1 Floors shall be clean and free of dust.
- 6.1.2 Floors shall be dry, free of spills or water.
- 6.1.3 Mirrors shall be free of streaks, smudges and watermarks.
- 6.1.4 Sinks shall be clean, and faucets shall have a polished appearance.
- 6.1.5 Entrance doors shall be clean.
- 6.1.6 Paper towel holders shall be clean.
- 6.1.7 Urinals shall be clean and free of debris.
- 6.1.8 Tiles and walls shall be clean.
- 6.1.9 Soap dispensers shall be clean and free of soap scum.
- 6.1.10 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures, hinges and water tank shall have a polished appearance.
- 6.1.11 Light fixtures and assemblies shall be clean and free of dust.
- 6.1.12 Automatic hand dryers shall be clean.
- 6.1.13 Sanitary dispensers shall be clean.
- 6.1.14 Sanitary trash receptacles shall be clean, not overflowing and odor free.
- 6.1.15 Baby changing stations shall be clean.

## **6.0 – Restrooms (cont.)**

6.1.16 Stalls and partitions shall be clean.

6.1.17 Trash receptacles shall be emptied in order to prevent the overflow of debris.

### **6.2 *Standards of Condition***

6.2.1 Floor tiles shall not be broken, missing or stained.

6.2.2 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint.

6.2.3 Ceilings shall be free of cracks and stains.

6.2.4 Trash and sanitary receptacles shall be available and emptied according to schedule.

6.2.5 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.

### **6.3 *Standards of Functionality***

6.3.1 Public address system shall be clear and audible in the restroom areas.

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed.

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.

6.3.4 Sanitary seat covers shall be available.

6.3.5 Clothes hooks and pocketbook holders shall be available.

6.3.6 Hand dryers and towel dispensers shall be in working order.

6.3.7 Toilets and urinals shall be in working order.

6.3.8 Door locks and latches shall be in working order.

6.3.9 Sink drains and faucets shall be in working order.



## **6.0 – Restrooms (cont.)**

- 6.3.10 Baby changing stations shall be in working order.
- 6.3.11 Sanitary dispensers shall be filled and in working order.
- 6.3.12 Paper products shall be provided in adequate supply to meet normal traffic flow.
- 6.3.13 Soap dispensers shall be in working order and have soap available.
- 6.3.14 Unpleasant odors shall not be detected.

### **6.4 *Signs, Directions, and Information***

- 6.4.1 Handwritten and unprofessional signs shall not be used.
- 6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible.
- 6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signage shall advise customers of other restrooms in closest proximity.
- 6.4.4 There shall be no unauthorized postings.



### **6.5 *Restrooms Security Awareness***

- 6.5.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 6.5.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 6.5.3 Report any suspicious packages found in a trash or garbage containers.
- 6.5.4 Report suspicious persons or activity as defined in Section 5.1.



### **6.6 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops and the annual inspection.

## **7.0 – Gate Areas**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **7.1 Standards of Cleanliness**

- 7.1.1 The Gate Area shall possess a freshly cleaned and neat appearance at all times.
- 7.1.2 Chairs and seats shall be clean.
- 7.1.3 Windowsills shall be free of dust and debris.
- 7.1.4 Windows shall be clean and free of smudges and streaks.
- 7.1.5 Wastebaskets shall be clean and not overflowing.
- 7.1.6 Walls shall be free of dirt and marks, and give a freshly painted or clad appearance.
- 7.1.7 Carpet and floors shall be free of debris and stains.
- 7.1.8 Carpets shall appear vacuumed and floors shall appear washed.
- 7.1.9 Floors shall be dry, free of spills or water.
- 7.1.10 Ceilings shall be dust free and unsoiled.
- 7.1.11 Light fixtures and assemblies shall be clean and free of dust.
- 7.1.12 Telephones shall be clean.
- 7.1.13 Telephone areas shall be clean and be free of debris.
- 7.1.14 Heating and air conditioning units shall be clean and dust free.

### **7.2 Standards of Condition**

- 7.2.1 Seats shall be free of rips, tears and broken parts.
- 7.2.2 Heating and air conditioning units shall be in working condition.
- 7.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.

## **7.0 – Gate Areas (cont.)**

- 7.2.4 Carpet shall not be worn or frayed, and tile and stone floors shall be free of large gouges, cracks and broken pieces.
- 7.2.5 Counters/podiums shall possess a like new appearance.
- 7.2.6 Advertising and display areas shall be in good repair.
- 7.2.7 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 7.2.8 In the event any unattended baggage is found, the proper personnel shall be notified immediately.
- 7.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.

### **7.3 *Standards of Functionality***

- 7.3.1 The Public Address System shall be clear and audible at all times.
- 7.3.2 Seating shall be adequate based on normal traffic flows.
- 7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 7.3.4 Flight Information Display System monitors shall be in working order.
- 7.3.5 Telephones shall be in working order.
- 7.3.6 CNN monitors shall be in working condition.
- 7.3.7 Wheelchairs shall be well maintained.

## **7.0 – Gate Areas (cont.)**

### **7.4 *Signs, Directions, and Information***

- 7.4.1 Signage shall be visible and adequate to direct customers to all services.
- 7.4.2 Handwritten or unprofessional signs shall not be used.
- 7.4.3 All monitors, including Flight Information Display Systems, shall be clear, visible and accurate.
- 7.4.4 There shall be no unauthorized postings.

### **7.5 *Standards of Employee Attitude, Appearance and Knowledge***

- 7.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 7.5.2 Informed personnel shall staff the Gate Area for the appropriate duration of the time as determined by the airline.
- 7.5.3 In the event of delays, cancellations or diversions, Standard 17.0 will apply.



### **7.6 *Gate Areas Security Awareness***

- 7.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 7.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 7.6.3 Report suspicious persons or activity as defined in Section 5.1.
- 7.6.4 Employees shall ensure that all AOA doors and gates are closed properly after each use.
- 7.6.5 AOA or SIDA access codes shall not be written on identification cards and employees shall enter codes in a secure manner not visible to the public.
- 7.6.6 Employees shall identify, challenge and where necessary report any person that has breached a secure door or triggered an alarm.



## **7.0 – Gate Areas (cont.)**



### **7.7 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include the annual inspection and monthly or quarterly information provided by the airlines/terminal operators.

## **8.0 – Retail Services**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All retail service outlets provide courteous service and quality products at “street pricing” in a clean, pleasant and well-maintained area.

### **8.1 Standards of Cleanliness**

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of odors.
- 8.1.2 Carpet and floors shall be free of debris and stains.
- 8.1.3 Carpets shall appear vacuumed and floors shall appear washed.
- 8.1.4 Entrance doors shall be free of smudges, dirt and grime.
- 8.1.5 Glass windows and display cases shall be clean.
- 8.1.6 Light fixtures and assemblies shall be clean and free of dust.
- 8.1.7 All walls and columns shall be clean.
- 8.1.8 Sales and cashier areas shall appear neat, organized and clean.
- 8.1.9 Heating and air conditioning units and vents shall be clean.

### **8.2 Standards of Condition**

- 8.2.1 All shops, vending carts and kiosks shall be maintained in “like new” condition.
- 8.2.2 All retail areas shall have a pleasant atmosphere, present an inviting appearance and be free of clutter.
- 8.2.3 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas.
- 8.2.4 Carpets shall be free of stains, holes, rips and worn areas.
- 8.2.5 Tile and/or stone floors shall be free of large cracks, gouges and excessively worn areas.



## **8.0 – Retail Services (cont.)**

- 8.2.6 Furniture, display cases, shelving and fixtures shall be in good condition with no deep cuts, scratches, graffiti or broken pieces.
- 8.2.7 Apparel and accessories shall be neatly folded or hung in the appropriate area.
- 8.2.8 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage.
- 8.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 8.2.10 Stock shall be stored out of view of customers whenever possible.
- 8.2.11 Ceilings shall not be stained or have any broken tiles.
- 8.2.12 Walls and columns shall be free of large cracks, holes and graffiti, and present a clean appearance.
- 8.2.13 Roll gates shall be in working condition.
- 8.2.14 Employees' personal belongings shall not be visible to customers.
- 8.2.15 Heating and air conditioning units shall be in good working order.

### **8.3 *Standards of Functionality***

- 
- 8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours.
  - 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
  - 8.3.3 Public Address System and music system shall be in a clear and audible working condition with appropriately set volume level.
  - 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions.

## **8.0 – Retail Services (cont.)**

### **8.4 *Signs, Directions, and Information***

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed.
- 8.4.2 Operators whose lease agreement require, shall prominently display “Street Pricing” signage.
- 8.4.3 A toll-free number shall be visible so customers can call with complaints or compliments.
- 8.4.4 Hours of operations shall be displayed and fully observed.
- 8.4.5 Appropriate signage shall be visible, and clearly direct customers to all retail facilities.
- 8.4.6 Handwritten or unprofessional signs shall not be used.
- 8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations.
- 8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an “opening date” and may include a rendering of the new facility. Signage shall be updated as necessary.
- 8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet.
- 8.4.10 There shall be no unauthorized postings.

### **8.5 *Standards of Employee Attitude, Appearance and Knowledge***

- 8.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 8.5.2 Employees shall be able to direct customers to other outlets if item is not available in their shop.
- 8.5.3 Employees shall always provide customers with a receipt and a “thank you”.
- 8.5.4 Employees shall always give correct change.

## **8.0 – Retail Services (cont.)**

- 8.5.5 Employees shall make every effort to make change for customers, i.e. for telephone calls.
- 8.5.6 Employees shall always ask the customer if they found what they were looking for.
- 8.5.7 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales.
- 8.5.8 Any complaints shall be dealt with promptly and records maintained.
- 8.5.9 Employees shall have appropriate knowledge of items being sold.
- 8.5.10 Employees may courteously suggest other items that complement a customer's purchase.

### **8.6 *Standards of Product***

- 8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit.
- 8.6.2 Merchandise shall be attractively displayed.
-  8.6.3 Damaged goods or items containing obvious safety hazards should never be sold; price ticketing and UPC codes should always be visible; packaging of products should never be compromised, damaged, or open.
-  8.6.4 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries.
- 8.6.5 Damaged merchandise shall be removed from display areas immediately.
- 8.6.6 Displays shall be maintained to provide an uncluttered appearance.
- 8.6.7 All prices shall be clearly displayed.
- 8.6.8 Customer comment cards shall be readily available.
- 8.6.9 No items shall remain on shelves past expiration dates.
- 8.6.10 Merchandise shall be stocked in quantities sufficient for normal customer traffic.
-  8.6.11 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours.



## **8.0 – Retail Services (cont.)**



### **8.7 *Retail Security Awareness***

- 8.7.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled “Security Awareness.”
- 8.7.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 8.7.3 Report suspicious persons or activity as defined in Section 5.1.
- 8.7.4 Keep box-cutters and other tools in a locked cabinet or non-public area.
- 8.7.5 The sale of items restricted by the Transportation Safety Administration (TSA) is prohibited.



### **8.8 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops, the annual inspection, and monthly or quarterly information provided by the contractors/terminal operators.

## **9.0 – Food & Beverage**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All Food and Beverage outlets shall provide courteous service and quality products at “street pricing” in a clean, pleasant and well-maintained area. In addition to any existing health code requirements, the following standards shall prevail:

### **9.1 Standards of Cleanliness**

- 9.1.1 All areas in the establishment shall be clean and well maintained.
- 9.1.2 Debris shall be removed from tables and counters within two minutes.
- 9.1.3 Area shall be free of unpleasant odors.
- 9.1.4 Carpet and floors shall be free of debris and stains.
- 9.1.5 Carpets shall appear vacuumed and floors shall appear washed.
- 9.1.6 Entrance doors shall be free of smudges, dirt and grime.
- 9.1.7 Glass windows and display cases shall be clean and free of smudges and streaks.
- 9.1.8 All food used for display purposes shall be changed regularly.
- 9.1.9 Sales and cashier areas shall appear organized and clean.
- 9.1.10 Tray slides shall be clean.
- 9.1.11 Trays shall be washed, not just wiped.
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust.
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained.
- 9.1.14 All cooking equipment shall be clean.
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 9.1.16 Heating and air conditioning units and vents shall be clean.



## **9.0 – Food & Beverage (cont.)**

### **9.2 *Standards of Condition***

- 9.2.1 All shops, vending carts and kiosks shall be maintained in “like new” condition.
- 9.2.2 All food and beverage areas shall have a pleasant atmosphere and present a warm and inviting appearance.
- 9.2.3 Carpets shall be free from stains, holes, rips and worn areas.
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, cuts, graffiti or broken pieces.
- 9.2.5 All cooking equipment shall be well maintained and in good working order.
- 9.2.6 Ceilings shall be free of dust, stains and broken tiles.
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas.
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers’ view when not in use and closet doors kept closed.
- 9.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint.
- 9.2.11 Employees’ personal belongings shall not be visible to customers.

### **9.3 *Standards of Functionality***

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers.
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level.



**THE PORT AUTHORITY OF NY & NJ**

May 2002

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To our Airport Partners:

It does not seem like only four short years ago that we jointly embarked on a journey to significantly improve customer satisfaction at John F. Kennedy International, LaGuardia, and Newark International Airports. So much has happened in that short span of time; some of which we celebrated like the double-digit increases we have seen in overall arrival satisfaction and the most horrific of which, the events of September 11th, we continue to grieve.

But we remain committed and undaunted to achieve our vision of safe, secure, and satisfying travel experiences for our customers, regardless which of us is responsible for providing the service. This is what we mean by "Customer Well Being" and is what we now call this next phase of our Customer Service Improvement Program. Since our Airport Service Standards remain as the cornerstone of our program, I am pleased to share with you this 3rd Edition of the Airport Standards Manual that was developed in cooperation with you, our Airport Partners.

You'll note some changes in the manual, most notably, two new chapters and a measurement source for each standard. Since safety and security have such a profound impact on customer well being, we are introducing a new chapter entitled Security Awareness to emphasize the important role that each airport employee plays in creating a safe and secure environment for our customers and another relating to the treatment of Passengers with Reduced Mobility who are particularly challenged by the implications of the new security requirements of travel. Measurement sources are being introduced to monitor performance against all standards utilizing surveys, mystery shopping, inspections or audits. We have also renamed the Courtesy Standard as the Employee Attitude, Appearance and Knowledge Standard to more accurately reflect the breadth of skills that impact employee performance. All enhancements and additions to the Standards Manual have been highlighted with an airplane.

As we all know, writing standards is easier than implementing them. Nevertheless, the framework for the Customer Well Being Program remains the same as it has been since the inception of our customer service improvement effort, that is:

- to identify the priorities that address customer needs and, now, the requirements of the Transportation and Security Act,
- to establish standards that provide consistency of service, optimize costs, as well as manage expectations, and
- to monitor performance.

Since compliance with the standards is key to improving customer satisfaction across the board, we recommend you employ this manual in your daily operation, ensuring that all your employees and those of your contractors are familiar with its content and requirements.

## **9.0 – Food & Beverage (cont.)**

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions.

9.3.5 Heating and air conditioning units shall be in working order.

### **9.4 *Signs, Directions, and Information***

9.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed.

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signage.

9.4.3 Operators shall clearly display a toll-free number for customer complaints or compliments.

9.4.4 Hours of operations shall be displayed and fully observed.

9.4.5 Appropriate signage shall be visible to direct customers to all retail facilities.

9.4.6 Handwritten and unprofessional signs shall not be used.

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations.

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" and may include a rendering of the new facility. Signage shall be updated as necessary.

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities.

9.4.10 There shall be no unauthorized postings.

### **9.5 *Standards of Employee Attitude, Appearance and Knowledge***

9.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.

9.5.2 Employees shall be able to direct customers to other outlets if an item is not available in their shop.

## **9.0 – Food & Beverage (cont.)**

- 9.5.3 Employees shall always provide customers with a receipt and a ‘thank you.’
- 9.5.4 Employees shall always give correct change.
- 9.5.5 Employees shall make every effort to make change for customers, i.e. for telephone calls.
- 9.5.6 Employees shall not use personal radios, tape or disc players. The only music audible to customers shall be provided by the unit audio system.
- 9.5.7 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales.
- 9.5.8 Any complaints shall be dealt with promptly and records maintained.

### **9.6 *Standards of Product***

- 9.6.1 Food displays shall be attractive, fresh and appetizing.
-  9.6.2 Government food quality grades and product weight should always be entirely accurate when referenced on a menu. Weight should specifically be noted as pre-cooked weight or post-cooked weight.
-  9.6.3 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.).
- 9.6.4 Menus shall be well designed, clean and display the correct prices.
- 9.6.5 All items shall be sold at “Street Prices” as defined in the lease/permit.
- 9.6.6 No items shall remain on shelves past expiration dates/times.
- 9.6.7 Operators shall make every attempt to ensure that all menu items are available.
- 9.6.8 Hot food shall be delivered hot; cold food shall be delivered cold.
- 9.6.9 Clean trays shall be available.
- 9.6.10 Customer comment cards shall be readily available.



## **9.0 – Food & Beverage (cont.)**

- 9.6.11 Merchandise shall be delivered to food and beverage areas in appropriate carts and at non-peak periods or during off-hours.



### **9.7 *Food and Beverage Security Awareness***

- 9.7.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 9.7.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 9.7.3 Report suspicious persons or activity as defined in Section 5.1.
- 9.7.4 Report any breach of kitchen, back-of-house or non-public areas.
- 9.7.5 Monitor the number of cooking utensils and knives and report any missing articles from post-security locations.



### **9.8 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops, the annual inspection, and monthly or quarterly information provided by the contractors/terminal operators.

## **10.0 – Baggage Claim**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **10.1 Standards of Cleanliness**

- 10.1.1 Carousels shall be wiped clean and be free of debris.
- 10.1.2 Carpet and floors shall be free of debris and stains.
- 10.1.3 Carpets shall appear vacuumed and floors shall appear washed.
- 10.1.4 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 10.1.5 Heating and air conditioning units shall be clean and free of dust.
- 10.1.6 Ceilings shall be dust free and unsoiled.
- 10.1.7 Light fixtures and assemblies shall be clean and free of dust.
- 10.1.8 Chairs shall be wiped clean.
- 10.1.9 Windowsills shall be clean.
- 10.1.10 Windows shall be clean and free of streaks and smudges.
- 10.1.11 Walls and columns shall be free of dirt and marks, and give a freshly painted or clad appearance.

### **10.2 Standards of Condition**

- 10.2.1 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed.
- 10.2.2 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 10.2.3 Baggage claim office shall be staffed during flight arrivals.
- 10.2.4 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements.

## **10.0 – Baggage Claim**

- 10.2.5 Unattended baggage carts shall be returned to the dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 10.2.6 In the event any unattended baggage is found, the proper personnel shall be notified immediately.
- 10.2.7 Trash receptacles shall be in good condition, without dents, marks or peeling paint.

### ***10.3 Standards of Functionality***

- 10.3.1 Carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers.
- 10.3.2 The Public Address System shall be clear and audible.
- 10.3.3 Flight Information Display System monitors shall be in good working order.
- 10.3.4 CNN monitors shall be in working condition.

### ***10.4 Signs, Directions, and Information***

- 10.4.1 Appropriate signage shall be visible to direct customers to all services.
- 10.4.2 Signs shall clearly indicate location of courtesy vehicles, ground transportation services, public and private pick-up points, and parking lots.
- 10.4.3 Handwritten or unprofessional signs shall not be used.
- 10.4.4 There shall be no unauthorized postings.
- 10.4.5 All baggage carousels shall be clearly marked.
- 10.4.6 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area.



## **10.0 – Baggage Claim**



### **10.5 *Baggage Claim Security Awareness***

- 10.5.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 10.5.2 All unclaimed or lost baggage shall be placed in a secure area without public access.
- 10.5.3 Any unattended baggage or package not labeled by the airline should be reported immediately.
- 10.5.4 Report suspicious persons or activity as defined in Section 5.1.



### **10.6 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops; the annual inspection and monthly or quarterly information provided by the airline/terminal operator.

## **11.0 – Ground Transportation**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **11.1 Standards of Cleanliness**

#### ***Ground Transportation Information Counters***

- 11.1.1 Counters shall be clean and free of graffiti.
- 11.1.2 Workspaces shall always appear uncluttered and organized.
- 11.1.3 Computers and monitors shall be clean and free of dust.
- 11.1.4 Telephones, both behind the counter and customer self-serve, shall be clean.

#### ***On-Airport Bus Services***

- 11.1.5 Vehicle exteriors shall be clean and have a freshly washed appearance.
- 11.1.6 Vehicle interiors shall be clean and free of debris.
- 11.1.7 Pictures, frames and advertising shall be clean and free of dust and graffiti.
- 11.1.8 Windows shall be clean and free of smudges, streaks and fingerprints.
- 11.1.9 Door panels shall be clean and free of smudges, dirt or grime.
- 11.1.10 Seats shall be clean and free of graffiti.

#### ***Permittee Services***

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance.
- 11.1.12 Vehicle interiors shall be clean and free of debris.
- 11.1.13 Windows shall be clean and free of smudges, streaks and fingerprints.
- 11.1.14 Door panels shall be clean and free of smudges, dirt or grime.
- 11.1.15 Seats shall be clean and free of graffiti.

## **11.0 – Ground Transportation (cont.)**

### **11.2 Standards of Condition**

#### ***Ground Transportation Information Counters***

- 11.2.1 Counters and workspaces shall be maintained so as to appear in "like new" condition, void of gouges and large scratches.
- 11.2.2 Computers and monitors shall function properly.
- 11.2.3 Telephones, both behind the counter and customer self-serve, shall function properly.
- 11.2.4 Employee's personal belongings shall not be visible to customers.

#### ***On-Airport Bus Services***

- 11.2.5 Vehicles shall be maintained in accordance with manufacturer's guidelines and best industry practices.
- 11.2.6 All vehicle lighting shall be operational with all lamps lit.
- 11.2.7 Vehicular body damage shall be repaired promptly.
- 11.2.8 Seats shall be free of tears, rips and missing or broken pieces.
- 11.2.9 Doors and windows shall operate properly and easily.
- 11.2.10 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 11.2.11 Employee's personal belongings shall not be visible to customers.

#### ***Permittee Services***

- 11.2.12 Vehicles shall be maintained in accordance with manufacturer's guidelines and best industry practices.
- 11.2.13 All vehicle lighting shall be operational with all lamps lit.
- 11.2.14 Vehicular body damage shall be repaired promptly.
- 11.2.15 Seats shall be free of tears, rips and missing or broken pieces.

## **11.0 – Ground Transportation (cont.)**

- 11.2.16 Doors and windows shall operate properly and easily.
- 11.2.17 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 11.2.18 Employee's personal belongings shall not be visible to customers.

### ***11.3 Standards of Functionality***

#### ***Ground Transportation Information Counters***

- 11.3.1 During peak demands, the Taxi Dispatcher or (at JFK) the Central Taxi Hold Dispatcher (CTH), will advise the Port Authority duty supervisor of any shortages. The Port Authority duty supervisor will delegate a Customer Service Representative to advise customers standing in line at each terminal Taxi Dispatch area of the delay and offer them alternate means of transportation via the Ground Transportation Information Centers.
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity.

#### ***On-Airport Bus Services***

- 11.3.3 Vehicles shall not make excessive noise or give off unpleasant odors or other fumes.
- 11.3.4 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.
- 11.3.5 Waiting time during peak periods for Parking Lot P6 and Parking Lot P7 buses at EWR shall not exceed five (5) minutes.
-  11.3.6 Waiting time during peak periods for Long Term Parking and Buses to Other Terminals (Airline Connections) shall not exceed twenty (20) minutes at JFK and fifteen (15) minutes at LGA.
- 11.3.7 Automated announcements shall be audible and up-to-date.
- 11.3.8 Public Address systems shall be clear and audible.
- 11.3.9 Handicapped lifts or "kneeling bus" apparatus shall function properly.
- 11.3.10 GPS systems, if vehicle is so equipped, shall be operational.

## **11.0 – Ground Transportation (cont.)**

11.3.11 Courtesy vehicles shall be easily identifiable.

11.3.12 All vehicles embarking or disembarking passengers shall use designated areas only, or adhere to directions from Terminal Security personnel.

### ***Permittee Services***

11.3.13 Vehicles shall not make excessive noise or give off unpleasant odors or other fumes.

11.3.14 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.

11.3.15 Permittee vehicles shall be easily identifiable.

11.3.16 Only regulated permittees shall make pick-ups and deliveries at curbside.

11.3.17 All vehicles embarking or disembarking passengers shall use designated areas only or adhere to directions from Terminal Security personnel.

### ***11.4 Signs, Directions, and Information***

#### ***Ground Transportation Information Counters***

11.4.1 Handwritten or unprofessional signs shall not be used.

11.4.2 There shall be no unauthorized postings.

#### ***On-Airport Bus Services***

11.4.3 Buses and vans shall have route/destination signage clearly posted.

11.4.4 Drop-off and pick-up points shall be clearly designated.

11.4.5 Handwritten or unprofessional signs shall not be used.

11.4.6 There shall be no unauthorized postings.



## **11.0 – Ground Transportation (cont.)**

- 11.4.7 All “Variable Message Signs” shall operate properly and display the correct information. Red “LED” (Light Emitting Diodes) signs shall not be used in new applications.
- 11.4.8 Bus schedules shall be prominently displayed.
- 11.4.9 There shall be no unauthorized postings.
- 11.4.10 Airline directories are current and up-to-date.

### ***Permittee Services***

- 11.4.11 Drop-off and pick-up points shall be clearly designated.
- 11.4.12 Handwritten or unprofessional signs shall not be used.
- 11.4.13 There shall be no unauthorized postings.
- 11.4.14 Bus schedules shall be prominently displayed.

### ***11.5 Standards of Employee Attitude, Appearance and Knowledge***

- 11.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.



### ***11.6 Ground Transportation Security Awareness***

- 11.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled “Security Awareness.”
- 11.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 11.6.3 Report suspicious persons or activity as defined in Section 5.1.
- 11.6.4 Report suspicious vehicles or driving activity as defined in Section 5.1.

## **12.0 – Taxi Dispatch**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **12.1 Standards of Cleanliness**

- 12.1.1 Taxi booths shall have clean windows and be free of graffiti.
- 12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, etc.

### **12.2 Standards of Condition**

- 12.2.1 Taxi booths shall present a well-maintained appearance.

### **12.3 Functionality**

- 12.3.1 During peak demands, the Taxi Dispatcher or (at JFK) the Central Taxi Hold Dispatcher (CTH), will advise the Port Authority duty supervisor of any shortages. The Port Authority duty supervisor will delegate a Customer Service Representative to advise customers standing in line at each terminal Taxi Dispatch area of the delay and offer them alternate means of transportation via the Ground Transportation Information Centers.



- 12.3.2 As per airport rules and regulations, no person shall interfere with the taxi dispatching system operated by persons employed by, or pursuant to a contract with, the Port Authority or with the duties of personnel associated with the taxi dispatch system.

### **12.4 Signs, Directions, and Information**

- 12.4.1 Handwritten or unprofessional signs shall not be used.
- 12.4.2 There shall be no unauthorized postings.

### **12.5 Standards of Employee Attitude, Appearance and Knowledge**

- 12.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.

## **12.0 – Taxi Dispatch (cont.)**

12.5.2 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation.



### **12.6 *Taxi Dispatch Security Awareness***

12.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."

12.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.

12.6.3 Report suspicious persons or activity as defined in Section 5.1.

12.6.4 Report suspicious vehicles or driving activity as defined in Section 5.1.



### **12.7 *Measurement Sources***

The primary measurement source for this Standard will be the mystery shopping reports, which will be supplemented using a series of periodic reviews that could include annual customer satisfaction survey, the annual inspection and monthly or quarterly information provided by the contractor.

## **13.0 – Parking Lots & Garages**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All parking lots and garages shall be well maintained and present a safe and secure atmosphere.

### **13.1 Standards of Cleanliness**

- 13.1.1 Crosswalks and sidewalks shall be clean and free of all dirt and debris.
- 13.1.2 All surfaces shall be free of any glass and debris.
- 13.1.3 Escalators and elevators shall be clean and free of debris.
- 13.1.4 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 13.1.5 All structures shall be free of dirt and graffiti.
- 13.1.6 All light fixtures and assemblies shall be clean and free of graffiti.
- 13.1.7 All windows shall be clear of obstructions.
- 13.1.8 Parking lot bus shelters shall be clean and free of debris.
- 13.1.9 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, etc.
- 13.1.10 Drains shall be clear and free of debris.
- 13.1.11 Unpleasant odors shall not be detected.

### **13.2 Standards of Condition**

- 13.2.1 Escalators and elevators shall be in working condition.
- 13.2.2 Elevator button lights and switches shall be operational.
- 13.2.3 Each elevator emergency phone or communication device shall be in working condition.

## **13.0 - Parking Lots & Garages (cont.)**

- 13.2.4 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds.
- 13.2.5 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm.
- 13.2.6 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 13.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 13.2.8 All equipment shall be in good condition.
- 13.2.9 Ticket Issuing Machines (TIMs) shall be in good working order.
- 13.2.10 All structures shall present a well-maintained appearance.
- 13.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint.
- 13.2.12 Every shelter shall have an emergency phone in good working order with clear instructions.

### ***13.3 Standards of Functionality***

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 13.3.2 Ticket Issuing Machines (TIMs) shall possess a well-maintained appearance and be free of dents, gouges and rust.
- 13.3.3 Striping shall be visible.
- 13.3.4 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations.
- 13.3.5 Emergency phones shall be clearly marked/identifiable and readily available.
- 13.3.6 All equipment shall be functioning.

## **13.0 – Parking Lots & Garages (cont.)**

- 13.3.7 An adequate number of lanes shall be open and functioning, dependant on traffic flow.
- 13.3.8 A “red light” shall be displayed indicating a closed lane.
- 13.3.9 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority.

### ***13.4 Signs, Directions, and Information***

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances.
- 13.4.2 Appropriate directional signage shall be visible to direct passengers to all services.
- 13.4.3 Handwritten or unprofessional signs shall not be used.
- 13.4.4 Aisle numbers and markings shall be visible.
- 13.4.5 Signage in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations and route information.
- 13.4.6 There shall be no unauthorized postings.
- 13.4.7 Signage for “help” phones and services shall be clear and visible.
- 13.4.8 Exit lanes shall be clearly marked.
- 13.4.9 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth.

### ***13.5 Standards of Employee Attitude, Appearance and Knowledge***

- 13.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 13.5.2 If requested, employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials.

## **13.0 – Parking Lots & Garages (cont.)**



13.5.3 Employees shall “thank” every customer and offer a receipt.

### **13.6 *Parking Lots & Garages Security Awareness***

13.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled “Security Awareness.”

13.6.2 Parking operators will take due diligence in inspecting suspicious vehicles entering or parked on the premises and follow FAA requirements.

13.6.3 Suspected abandoned vehicles (as defined in Section 5.1) should be inspected and towed off-site immediately.

13.6.4 Report unattended or suspicious packages and baggage as defined in Section 5.1.

13.6.5 Report suspicious persons or activity as defined in Section 5.1.



### **13.7 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey, which will be supplemented using a series of periodic reviews that could include monthly mystery shops, the annual inspection and monthly or quarterly information provided by the contractor.

## **14.0 – Construction**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

All areas undergoing renovation or construction shall present a neat appearance with all necessary signage in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### **14.1 Standards of Cleanliness**

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance.
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris.
- 14.1.3 No unpleasant odors shall be emitted from the construction site.

### **14.2 Standards of Condition**

- 14.2.1 No work area shall present a hazard, which may cause a customer, or employee to slip, fall or be hit by falling debris or construction materials.
- 14.2.2 All temporary walls shall be finished in a manner that is visibly attractive to customers and give the appearance of a permanent wall.
- 14.2.3 Temporary walls employed in interior projects shall be finished with visibly attractive scenes or renderings of the project.
- 14.2.4 Storefronts under construction shall have a “uniform” barrier wall or “window dressing” that is attractive and conceals construction activity.
- 14.2.5 Air conditioning and heating shall be uninterrupted to the remainder of the airport facility.
- 14.2.6 Floors shall be dry and free of spills or water.
- 14.2.7 Door installations in temporary walls/barricades shall be as inconspicuous as possible.
- 14.2.8 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears.
- 14.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.

## 14.0 – Construction (cont.)

- 14.2.10 The Port Authority resident engineer shall authorize the placement of dumpsters and trash bins on the construction site. Every effort shall be given to mitigate the view of dumpsters by customers.
- 14.2.11 Sound suppression devices shall be employed that meet the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers.
- 14.2.12 Construction workers shall obtain and prominently display official identification.



### 14.3 *Standards of Functionality*

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area.
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation, alternative routes will be established in a safe manner.
- 14.3.4 Construction employees shall comply with all Port Authority "Airport Rules and Regulations including (but not limited to) the following:
- Careless or Negligent Operation of Vehicles. (Airport Vehicle Operating Requirements B.6.)
  - Driving Restrictions & Speed Limits. (Airport Vehicle Operating Requirements B.14).
  - Parking, Standing, or Stopping Vehicles.
    - a) No person shall park a vehicle or permit a vehicle to remain stopped within the Airport except in such areas and for such periods of time as may be prescribed by the manager.
    - b) No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices.
    - c) No person shall stop or park a vehicle:
      - 1) On any shoulder if the vehicle is not disabled,
      - 2) In front of any driveway,
      - 3) Within a bus stop safety zone or taxicab zone, unless the vehicle is authorized to use such areas,
      - 4) On any roadway,
      - 5) Within 15 feet of a fire hydrant, or
      - 6) Within 10 feet of an AOA perimeter security fence" (Airport Vehicle Operating Requirements B.15).

## **15.0 – Charter Operations**

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and *exclude scheduled carriers* who have established policies, procedure and guidelines to handle stranded and delayed passengers.

### **15.1 Standards for Representation**

- 15.1.1 For arrivals only, a representative shall sign-in and/or sign-out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and one (1) hour after aircraft actual departure. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 The aircraft owner or tour operator(s) shall make arrangements and ensure that the security screening points are open and available to customers at the same time they open their flight check-in process.
- 15.1.4 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service.
- 15.1.5 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
  - A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
  - B. Name(s) of all authorized representative(s) on duty;
  - C. 24-hour telephone contact;
  - D. 24-hour fax number;
  - E. E-mail address;
  - F. Mailing address;
  - G. The name of ground handling company;
  - H. Name and contact of handling company's authorized representative;

## **15.0 – Charter Operations (cont.)**

- I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.
- 15.1.6 The Company responsible for all fees and ancillary costs shall post a bond in escrow with the Port Authority prior to each season during which it plans to operate.
- 15.1.7 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.
- 15.1.8 An airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### ***15.2 Standards for Employee Attitude, Appearance and Knowledge***

- 15.2.1 All employees and staff associated with the operation of a charter flight that are involved with passenger/customer contact shall conform to the Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 15.2.2 Representative of aircraft owners, tour operators and handling companies shall conform to the same standards as all airport employees.

### ***15.3 Standards for Information***

- 15.3.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least thirty (30) days prior.
- 15.3.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

## **15.0 – Charter Operations (cont.)**

- 15.3.3 Passengers shall be notified of all check-in and arrival location information including terminals, counters and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.
- 15.3.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

### **15.4 *Standards for Services in case of flight delay or cancellation***

- 15.4.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.4.2 It is recommended that passengers be provided refreshments for delays in excess of two (2) hours. Authorized representative(s) shall coordinate such arrangements with its designated ground handling company and available food & beverage facilities to ensure that an orderly service is provided.
- 15.4.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.
- 15.4.4 It is recommended that lodging or other accommodations e.g. ground transportation, transmitting messages or additional meals shall be provided to eligible passengers for delays in excess of 12 hours.
- 15.4.5 These standards and other requirements may be updated from time to time as recommended by industry practice to minimize inconvenience to passengers and to prevent a negative impact on the airport.

## **16.0 – Ramp/Airside**

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving world class customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp/Airside Airport Standards, a joint committee consisting of the Port Authority and passenger terminal/cargo facility operators shall perform inspections.

*If any condition of the following items identified as "Immediate Action Items" as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

### **16.1 Standards of Cleanliness**

- 16.1.1 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil.
- 16.1.2 Entrance and exit doors to/from ramp areas shall be clean.
- 16.1.3 All windows visible from ramp/airside shall be clean and free of streaks and smudges.
- 16.1.4 All trash receptacles shall be emptied in order to prevent the overflow of debris.
- 16.1.5 Walls, columns and doors shall be clean and free of graffiti.
- 16.1.6 All service roads, as well as walkways and sidewalks shall be clean and free of debris.
- 16.1.7 All ground support equipment staging areas (motorized and non-motorized equipment) shall be clean and free of debris and have speedi-dry available.
- 16.1.8 All cargo areas shall be clean and free of debris with equipment parked and cargo, including containers, staged in an orderly fashion.
- 16.1.9 Buses and/or Mobile Lounges shall be clean and free of graffiti.
- 16.1.10 Bus and/or Mobile Lounge seats shall be clean.

## **16.0 – Ramp/Airside (cont.)**

- 16.1.11 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges.
- 16.1.12 Bus and/or Mobile Lounge floors shall be vacuumed and/or washed and maintained free of debris and spills.
-  16.1.13 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA Advisory Circular 150/5380-5B and Port Authority Rules and Regulations.
- 16.1.14 Aircraft loading bridges shall be clean and free of debris and possess a clean exterior appearance.
- 16.1.15 All drains shall be clear and free of debris.
- 16.1.16 Guard booth interiors shall be clean, free of debris, clutter and graffiti, and have no newspapers visible. Security Guards' uniforms shall be neat and clean with visible I.D.
- 16.1.17 Security guard checkpoint booth windows shall be clean and free of streaks and smudges with no broken glass.
- 16.1.18 Ground Support Equipment exteriors (motorized and non-motorized) shall be clean and have a freshly washed appearance.
- 16.1.19 Interline baggage transfer areas shall be clean and free of debris.
- 16.1.20 Vehicle barriers shall be maintained to present a "like-new" appearance.

### **16.2 *Standards of Condition***

- 16.2.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property.
- 16.2.2 Ground Support equipment shall be parked and stored in clearly striped, designated areas.
- 16.2.3 Ground Support Equipment shall be in good condition.

## **16.0 – Ramp/Airside (cont.)**

- 16.2.4 Bus and/or Mobile Lounge seats shall be free of rips, tears and broken parts.
- 16.2.5 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant fumes.
- 16.2.6 Bus and/or Mobile Lounge heating and air conditioning units shall be in working condition and interiors are free of unpleasant odors.
- 16.2.7 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible.
- 16.2.8 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings.
- 16.2.9 All fences and barriers shall be well maintained, rust free and properly secured.
- 16.2.10 Delineators shall be well maintained at taxiway edges, drains and on ramp areas.
- 16.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 16.2.12 Guard booths shall present a well-maintained appearance.
- 16.2.13 All ramp surface areas shall be smooth and free of potholes and weeds.
- 16.2.14 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment.
- 16.2.15 No ramp area shall have standing water that is more than one-inch (1”) deep, eight hours after a rainstorm.
- 16.2.16 Trash receptacles shall be in good condition, without dents, marks or peeling paint.

### ***16.3 Standards of Functionality***

- 16.3.1 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 16.3.2 All service roads shall be well maintained and free of potholes and weeds.
- 16.3.3 Buses and/or Mobile Lounges shall be in good working order.

## **16.0 – Ramp/Airside (cont.)**

- 16.3.4 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface.
- 16.3.5 Aircraft loading bridges shall be in good working order.
- 16.3.6 Interline baggage transfer equipment shall be in good working order.
- 16.3.7 Commuter/regional carriers shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews.
- 16.3.8 Employees shall comply with all Port Authority "Airport Rules and Regulations" including (but not limited to) the following:
- Careless or Negligent Operation of Vehicles. "All vehicles shall be operated in a manner which creates an unreasonable risk of harm to persons or property while the driver thereof is under the influence of a substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property" (Airport Vehicle Operating Requirements B.6.).
  - Driving Restrictions & Speed Limits. "Vehicles shall not be driven or operated in excess of posted speed limits" (Airport Vehicle Operating Requirements B.14).
  - Parking, Standing, or Stopping Vehicles.
    - "a) No person shall park a vehicle or permit a vehicle to remain stopped within the Airport except in such areas and for such periods of time as may be prescribed by the manager.
    - b) No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices.
    - c) No person shall stop or park a vehicle:
      - 7) On any shoulder if the vehicle is not disabled,
      - 8) In front of any driveway,
      - 9) Within a bus stop safety zone or taxicab zone, unless the vehicle is authorized to use such areas,
      - 10) On any roadway,
      - 11) Within 15 feet of a fire hydrant, or
      - 12) Within 10 feet of an AOA perimeter security fence" (Airport Vehicle Operating Requirements B.15).
- 16.3.9 Mobile Lounge operators and Bus Drivers shall be properly trained in making the necessary Public announcements.
- 16.3.10 Guards must wear full uniform and official identification.

## **16.0 – Ramp/Airside (cont.)**

### **16.4 Signs, Directions, and Information**

- 16.4.1 Handwritten or unprofessional signs shall not be used.
- 16.4.2 There shall be no unauthorized postings.
- 16.4.3 Gate numbers shall be clearly marked and visible at all times.

### **16.5 Standards of Employee Attitude, Appearance and Knowledge**

- 16.5.1 Employees assisting passengers on the ramp/airside with commuters, regional carriers, and buses, shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 16.5.2 Other employees working in the proximity of passengers' movements and activity as specified in 16.5.1 shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.

### **16.6 Standards of Construction Sites**

- 16.6.1 Contractors and construction workers shall comply with all applicable standards as described in Section 14.0 "Construction".
- 16.6.2 Construction areas shall be marked and lit in such a way that they are conspicuous to aircraft and vehicle traffic, as defined in the appropriate FAA advisories and circulars. Cones and/or barriers shall be used to designate a closed taxiway or ramp area. The cones and barriers shall be clean and in good repair and well lit at night.



### **16.7 Ramp/Airside Security Awareness**

- 16.7.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 16.7.2 Report suspicious persons or activity as defined in Section 5.1.
- 16.7.3 Report suspicious packages and baggage as defined in Section 5.1.
- 16.7.4 Report suspicious vehicles or driving activity as defined in Section 5.1.
- 16.7.5 Employees eligible to operate vehicles on the AOA shall inspect their vehicles regularly for suspicious items:

## **16.0 – Ramp/Airside (cont.)**

- 16.7.6 Fuel truck operators shall ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 16.7.7 Catering companies shall ensure that unattended vehicles are locked and that catering supplies and operator's stores and supplies intended for carriage on passenger flights are only accessible to catering employees.
- 16.7.8 Employees shall ensure that all AOA doors and gates are closed properly after each use.
- 16.7.9 Employees shall not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 16.7.10 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 16.7.11 AOA or SIDA access codes shall not be written on identification cards and employees shall enter codes in a secure manner not visible to the public.



### **16.8 *Measurement Sources***

The measurement for this Standard is underdevelopment but could include a series of periodic reviews such as inspections and monthly or quarterly information provided by airlines or contractors. The measurement of this Standard will be designed to provide fair representation from the contractor, the general public, and the Port Authority.

## **17.0 – Assistance to Stranded Passengers**

In order to implement and provide maximum customer care during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

### **The Following Defines “Stranded Passengers”**

Passengers are considered stranded *on board an aircraft*, when an aircraft is delayed at a remote parking position for a lengthy period of time with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded *inside a terminal*, when a flight is delayed or cancelled and the airline or, in some cases the terminal operator are unable to provide timely information on the status of the flight, refreshments or alternate means of accommodations. Passengers will also be considered stranded *inside a terminal* when they are unable to arrange landside transportation for any number of reasons.

### **17.1 Areas of Responsibility**

- 17.1.1 Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline.
- 17.1.2 Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the terminal operator or the Port Authority.
- 17.1.3 Airlines shall be responsible for providing accurate and up to date information to the general public.

### **17.2 Assistance to passengers stranded on board an aircraft**

- 17.2.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft.
- 17.2.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages.

## **17.0 – Assistance to Stranded Passengers (cont.)**

- 17.2.3 When flights are delayed, cancelled or diverted, once passengers are inside the terminal building, assistance shall be provided in accordance with airline procedures but will be subject to the basic services listed under sub-paragraph 17.3 below.

### ***17.3 Assistance to passengers stranded inside the terminal***

- 17.3.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline.
- 17.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be provided as required.
- 17.3.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required.
- 17.3.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication.

### ***17.4 Arriving flight information provided to the general public***

- 17.4.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including, but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and web-sites on a timely basis.

## **17.0 – Assistance to Stranded Passengers (cont.)**

### **17.5 *Standards for Employee Attitude, Appearance and Knowledge***

- 17.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 17.5.2 All employees shall strictly adhere to the guidelines published by their respective employer, Terminal Operator, airline or Port Authority, when being addressed by the press or news media.



### **17.6 *Measurement Sources***

The measurement for this Standard is under development but could include using a series of periodic reviews such as monthly or quarterly information provided by passengers and the airlines. The measurement of this Standard will be designed to provide fair representation from the contractor, the general public, and the Port Authority.

## **18.0 – AirTrain (EWR and JFK)**

*If any condition of the following items identified as “Immediate Action Items” as defined in the Introduction (Performance Measuring section on page 4 of this Manual) are observed, appropriate personnel shall be notified and action initiated immediately.*

Roadways, and ramp, terminal and building areas including roofs visible from the AirTrain shall be clean and free of debris and not used as for storage unless for short term repairs. In the case of repairs or construction adherence to all appropriate procedures as detailed in Section 14.0 entitled Construction is essential.

### **18.1 Standards of Cleanliness**

#### **Stations: Interior**

- 18.1.1 Stations shall be clean and free of graffiti.
- 18.1.2 Chairs and seats shall be clean and free of stains.
- 18.1.3 Carpet and floors shall be free of debris, gum and stains.
- 18.1.4 All floor mats shall be clean and properly aligned.
- 18.1.5 Carpets shall appear vacuumed and floors shall appear washed.
- 18.1.6 All planters shall be clean and free of dust and debris.
- 18.1.7 Windowsills shall be free of dust and debris.
- 18.1.8 Windows and doors shall be clean.
- 18.1.9 Wastebaskets shall be clean and not overflowing.
- 18.1.10 Walls shall be free of dirt and marks, and have a freshly painted or clad appearance.
- 18.1.11 Floors shall be dry, free of spills or water.
- 18.1.12 Ceilings shall be dust free and unsoiled.
- 18.1.13 Light fixtures and assemblies shall be clean and free of dust.
- 18.1.14 Telephones shall be clean.
- 18.1.15 Telephone areas shall be clean and free of debris.

## **18.0 – AirTrain (cont.)**

- 18.1.16 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti.
- 18.1.17 Heating and air conditioning units shall be clean and free of dust.
- 18.1.18 Elevator cab walls and floors shall be clean and free of debris and graffiti.
- 18.1.19 Escalators shall be clean and free of debris and graffiti.
- 18.1.20 Flight Information Display System and Passenger Information Display System monitors, as well as AMTRAK and New Jersey Transit monitors, at EWR NEC station shall be clean and free of dust.

### ***Stations: Exterior***

- 18.1.21 All frontages, sidewalks and crosswalks shall be clean and free of debris.
- 18.1.22 Entrance and exit doors shall be clean.
- 18.1.23 Windows and doors shall be clean.
- 18.1.24 Trash receptacles shall be emptied in order to prevent the overflow of debris.
- 18.1.25 Awnings, where present, shall be clean at all times.
- 18.1.26 Walls shall be clean and free of graffiti and scratches.
- 18.1.27 Light fixtures and assemblies shall be clean and free of dust.

### ***Trains:***

- 18.1.28 Exteriors shall be clean and have a freshly washed appearance.
- 18.1.29 Interiors shall be clean and free of debris.
- 18.1.30 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti.
- 18.1.31 Seats shall be clean and free of stains.

## **18.0 – AirTrain (cont.)**

- 18.1.32 Floors shall have a freshly cleaned or vacuumed appearance and be free of debris, gum and stains.
- 18.1.33 Floors shall be dry, free of spills and water.
- 18.1.34 Windows shall be clean.
- 18.1.35 Doors shall be clean.
- 18.1.36 Light fixtures and assemblies shall be clean and free of dust.

### **18.2 Standards of Condition**

#### ***Stations: Interior***

- 18.2.1 Seating shall be free of rips, tears and missing or broken parts.
- 18.2.2 Platform bumper and rope cords shall be free of tears and missing or broken parts.
- 18.2.3 Glass in windows and doors shall have no broken or cracked panes.
- 18.2.4 Heating and air conditioning units shall be in good working condition.
- 18.2.5 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 18.2.6 Escalators and elevators shall be in working condition.
- 18.2.7 Elevator button lights and switches shall be operational.
- 18.2.8 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition.
- 18.2.9 Carpet shall not be worn or frayed, and tile and stone floors shall be free of large gouges, cracks and missing pieces.
- 18.2.10 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 18.2.11 Employees' personal belongings shall not be visible.

## **18.0 – AirTrain (cont.)**

### ***Stations: Exterior***

- 18.2.12 Sidewalks shall be smooth and free of large cracks or missing surface areas.
- 18.2.13 Baggage carts shall be readily available.
- 18.2.14 Entrance and exit doors shall be in good working order.
- 18.2.15 Only authorized vehicles shall utilize restricted curb areas.
- 18.2.16 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced.
- 18.2.17 Snow and ice shall be removed from walkways/roadways to prevent any safety hazard.
- 18.2.18 Roadways shall be well maintained and free of potholes.
- 18.2.19 Trash receptacles shall be in good condition, without dents, marks or peeling paint.

### ***Trains***

- 18.2.20 Trains shall be in good working order and do not give off unpleasant fumes or noise.
- 18.2.21 Each help phone, emergency phone or communication device shall be in working condition.
- 18.2.22 Seats shall be free of tears, rips or graffiti.
- 18.2.23 Doors and windows are in good working order.

### **18.3 Standards of Functionality**

#### ***Stations: Interior***

- 18.3.1 Flight Information Display System and Passenger Information Display System monitors, as well as AMTRAK and New Jersey Transit monitors at EWR NEC Station, shall be clear, visible and accurate.

## **18.0 – AirTrain (cont.)**

- 18.3.2 Telephones or call boxes shall be easily identified.
- 18.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.

### ***Stations: Exterior***

- 18.3.4 Unattended and unofficial parked vehicles shall not be present at frontages.
- 18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner.
- 18.3.6 If unattended baggage is found, the proper personnel shall be notified immediately.
- 18.3.7 Public address systems shall be clear and audible.
- 18.3.8 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity.
- 18.3.9 Flight Information Display System monitors shall be accurate.

### ***Trains:***

- 18.3.10 Waiting times at EWR shall not exceed:
- Two (2) minutes, between the hours of 1100 and 2000
  - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
  - Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK will be published at a later date.

- 18.3.11 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures.
- 18.3.12 Automated announcements shall be audible and up-to-date.
- 18.3.13 Public Address systems shall be clear and audible.

## **18.0 – AirTrain (cont.)**

### **18.4 *Signs, Directions, and Information***

- 18.4.1 Route/destination signage shall be clearly posted.
- 18.4.2 Drop-off and Pick-up points shall be clearly designated.
- 18.4.3 Directional signage shall be visible and correct at every decision point.
- 18.4.4 Signage to gates, concourses and services shall be clear, visible and up-to-date.
- 18.4.5 Flight Information Display System monitors shall be clear, visible and accurate.
- 18.4.6 There shall be no unauthorized postings.
- 18.4.7 Handwritten or unprofessional signs shall not be used.

### **18.5 *Employee Attitude, Appearance and Knowledge***

- 18.5.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.



### **18.6 *AirTrain Security Awareness***

- 18.6.1 Employees shall conform to the security awareness obligations as outlined in Section 5.1 entitled "Security Awareness."
- 18.6.2 Report unattended or suspicious packages and baggage as defined in Section 5.1.
- 18.6.3 Report suspicious persons or activity as defined in Section 5.1.



### **18.7 *Measurement Sources***

The primary measurement source for this Standard will be the annual customer satisfaction survey supplemented by the annual inspection.



## **19.0 – Assistance to Persons with Reduced Mobility (cont.)**

### ***19.1 Areas of Responsibility***

- 19.1.1 For Persons with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Persons with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider. The airline and/or terminal operator shall assist departing Persons with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.
- 19.1.2 For Persons with Reduced Mobility requiring or requesting assistance, the Port Authority shall assist departing or arriving Persons with Reduced Mobility between parking facilities and the terminal building or between terminals.
- 19.1.3 The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.), directories of accessible areas, and clearly marked signage to facilities to accommodate Persons with Reduced Mobility.

### ***19.2 Assistance to Persons with Reduced Mobility by an Airline or Terminal Operator***

- 19.2.1 Airlines shall comply with the Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- 19.2.2 Airlines or the contractor of an airline shall make available staff, mobility aids and/or assistive devices to aid Persons with Reduced Mobility requiring assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights.
- 19.2.3 Airline staff or their contractors' staff shall receive the training necessary to assist in moving and transporting Persons with Reduced Mobility that use an assistive device.
- 19.2.4 Airline staff or their contractors' staff shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Reduced Mobility.
- 19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft with less than 60 seats).
- 19.2.6 Unaccompanied minors and Persons with Reduced Mobility who are not able to move independently will not be left unattended for more than 30 minutes in the gate area.



## **19.0 – Assistance to Persons with Reduced Mobility (cont.)**

19.2.7 Persons with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within 5 (five) minutes.

### ***19.3 Assistance to Persons with Reduced Mobility within a Port Authority Terminal***

19.3.1 The Port Authority will provide para-transit or other special transportation services to Persons with Reduced Mobility who cannot use fixed route bus/rail service between terminal buildings.

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act.

19.3.3 AirTrain stations shall be accessible to Persons with Reduced Mobility as required by the Americans with Disabilities Act.

19.3.4 Parking garages and facilities shall be accessible to Persons with Reduced Mobility as required by the Americans with Disabilities Act.

19.3.5 The Ground Transportation Information and or Help Centers shall provide information to Persons with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems.

19.3.6 Unaccompanied minors and Persons with Reduced Mobility who cannot move independently shall not be left unattended at the curb or in an AirTrain Station.

19.3.7 Persons with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within 5 (five) minutes.

### ***19.4 Security Screening of Persons with Reduced Mobility***

19.4.1 Security personnel shall provide customers with disabilities security screening equal to that of other customers and treat them with dignity and consideration.

19.4.2 Security personnel shall receive training in handling Persons with Reduced Mobility and their mobility aids or assistive devices.

19.4.3 If a qualified individual with a disability requests a private screening in a timely manner, necessary arrangements will be made to accommodate the passenger.



## **19.0 – Assistance to Persons with Reduced Mobility (cont.)**

### ***19.5 Provision of Amenities and Transportation to Persons with Reduced Mobility***

- 19.5.1 All facilities must meet all applicable laws.
- 19.5.2 Each terminal operator shall ensure that telephones equipped with telecommunications devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones themselves.
- 19.5.3 Assistance to persons with reduced mobility by permitted ground transportation operators shall be provided as outlined in Section 11.8.

### ***19.6 Provision of Information to Persons with Reduced Mobility***

- 19.6.1 Each terminal operator shall provide a printed or downloadable brochure that is accessible to the general public and provides a directory with internationally recognized symbols that clearly mark accessible services for travelers with disabilities. In addition, in-terminal directory boards should be provided that contain the same information in a bilingual or multilingual format with internationally recognized symbols.
- 19.6.2 The terminal operator, Airlines, Port Authority, and concession operators shall use international symbols on public signage to simplify wayfinding for Persons with Reduced Mobility, particularly non-English speakers/readers.
- 19.6.3 Terminal operators that are planning to upgrade their Flight Information Display Systems shall include a provision for visual paging to assist the hearing impaired.

### ***19.7 Provision of Wheelchairs to Persons with Reduced Mobility***

- 19.7.1 Each airline shall provide ground wheelchairs to assist in the movement of Persons with Reduced Mobility. Wheelchairs shall meet the following specifications:
  - 1. Steel tubular frame (stainless, chrome-plated, carbon);
  - 2. Seat width of 16 to 20 inches, depth a minimum of 16 inches;
  - 3. Seat back height of 14.5 to 16.5 inches;
  - 4. Seat upholstery of water repellent, stain resistant, and fire retardant material;
  - 5. Back wheels of 24 inches x 1 inch solid tires, front casters of 7.5 to 8 inches x 1 to 1.75 inches swiveling solid casters;
  - 6. Removable or swing-away padded armrests and fixed leg rests with folding footrests; and,
  - 7. Push-type toggle wheel lock brakes.



## **19.0 – Assistance to Persons with Reduced Mobility (cont.)**

- 19.7.2 Airlines shall each provide boarding wheelchairs, and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. On-board wheelchairs must be provided on aircraft with more than 60 passenger seats and an accessible lavatory. On-board wheelchairs must have removable foot and armrests, passenger safety belts, backrests that permit flight attendants to assist in transferring passengers, and wheel locks. On-board wheelchairs must be compatible with the dimensions of the aircraft so they can be easily pushed, pulled, and turned within the cabin. Aircraft with 100 or more passenger seats must have priority space in the cabin designated for on-board wheelchair storage.
- 19.7.2 Airlines shall each develop and administer on a monthly basis a preventive wheelchair maintenance program that shall include the inspection of:
1. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
  2. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
  3. Seats, crossbraces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; crossbraces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
  4. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
  5. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
  6. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
  7. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; footrest bumpers are present.
- 19.7.3 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand.



## **19.0 – Assistance to Persons with Reduced Mobility (cont.)**

### ***19.8 Standards for Employee Attitude, Appearance and Knowledge and Complaint Resolution***

- 19.8.1 Employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Section 1.0.
- 19.8.2 Each airline shall provide a specially trained Complaint Resolution Official whose responsibility is to resolve onsite complaints, disagreements, or alleged violations of DOT rule (Title 14 CFR, Part 382).
- 19.8.3 Employees shall know where and how to obtain assistance to resolve questions or problems if language barriers arise.
- 19.8.4 Employees shall know where and how to obtain assistance in order to respond to medical emergencies relating to the Person with Reduced Mobility being assisted.

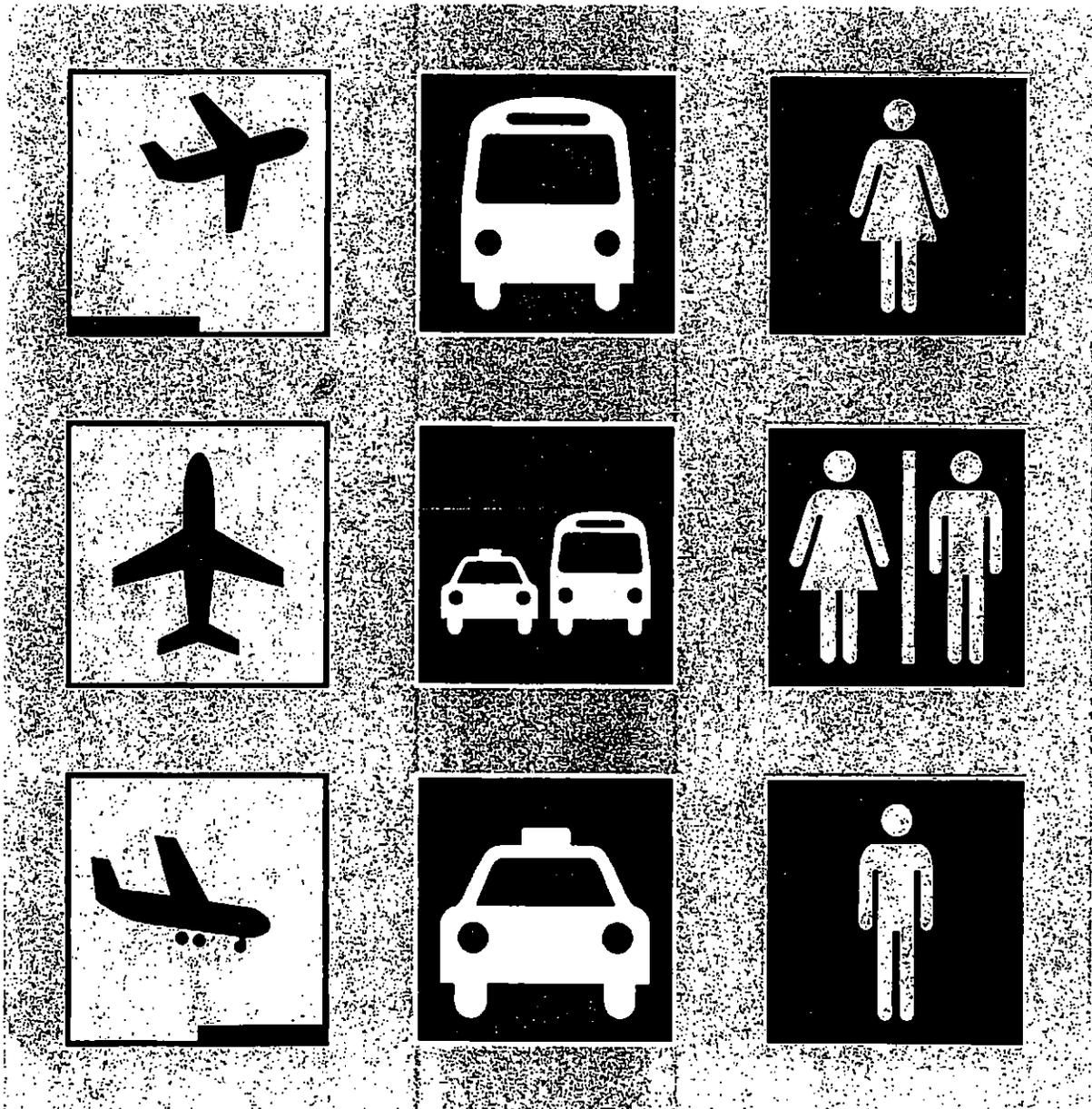
### ***19.9 Security Awareness***

- 19.9.1 Airlines shall make special arrangements at the check-in counter to provide gate passes for parents or guardians of unaccompanied minors and companions of passengers with special needs or reduced mobility.
- 19.9.2 Should a terminal or aircraft need to be evacuated for security reasons, airlines shall be responsible for ensuring that unaccompanied Persons with Reduced Mobility requiring assistance are evacuated in a safe and timely manner.
- 19.9.3 Wheelchairs owned or operated by an airline or their contractor should be inspected daily to ensure that no firearms, knives, explosives and other TSA banned articles are concealed within a chair.

### ***19.10 Measurement Sources***

This Standard will be measured using a series of periodic reviews that could include monthly mystery shops.

# Airport Signing Standards Manual



# The Port Authority of New York & New Jersey

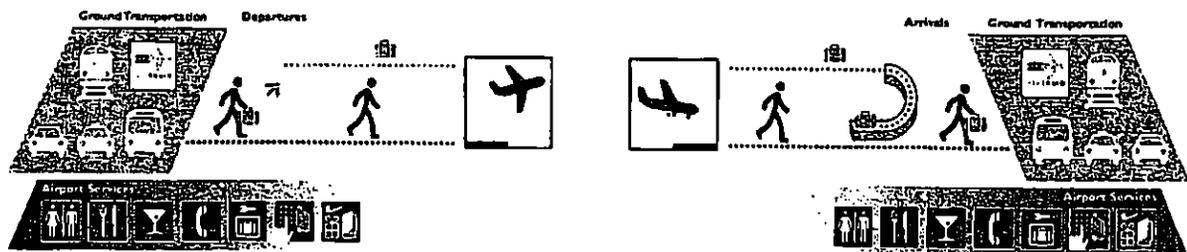
John F. Kennedy International Airport  
LaGuardia International Airport  
Newark International Airport  
Teterboro Airport  
Downtown Manhattan Heliport

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## Table of Contents

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This Manual establishes generic signing standards for all Port Authority airports.

This manual excludes some specific signings as follows:

- . Emergency Exit signing
- . Flight Information displays
- . Maps and diagrams
- . AirTrain signing\*
- . Commercial signing
- . Design, Sign materials, manufacturing and mounting of signs (signboxes, signplates, freestanding poles, hanging elements, banners, etc.)
- . Roadway and Traffic regulatory

\* These will be published as a separate AirTrain Sign Manual, as an extension of this Airport Sign Manual.

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## **Errata**

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The following changes have been made:

**page 3.0**

The text in the last paragraph starting with the asterisk (\*), has been changed.

**page 3.3**

The dark grey color specification PMS 9C, 7725-038 has been changed to PMS 9C, 3M 7725-41

**page 3.8**

The arrow directions in the top and middle illustrations in the right column have been corrected.

### **Note:**

The arrow specifications on page 3.4 have been enhanced to provide designers with more information for arrow development and placement.

Also, as mentioned on page 3.4, arrow specifications are available in digital file format from the Port Authority. To obtain this file, please refer to the "About this manual" page, which is located in front of the manual.

## **About this manual**

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In the event of any deviation from the standards in this Airport Signing Standards Manual due to specific limitations or circumstances, a written request should be made to the Airport Signing Manager of the Aviation Department that includes the reason for the modification. This request should be sent to:

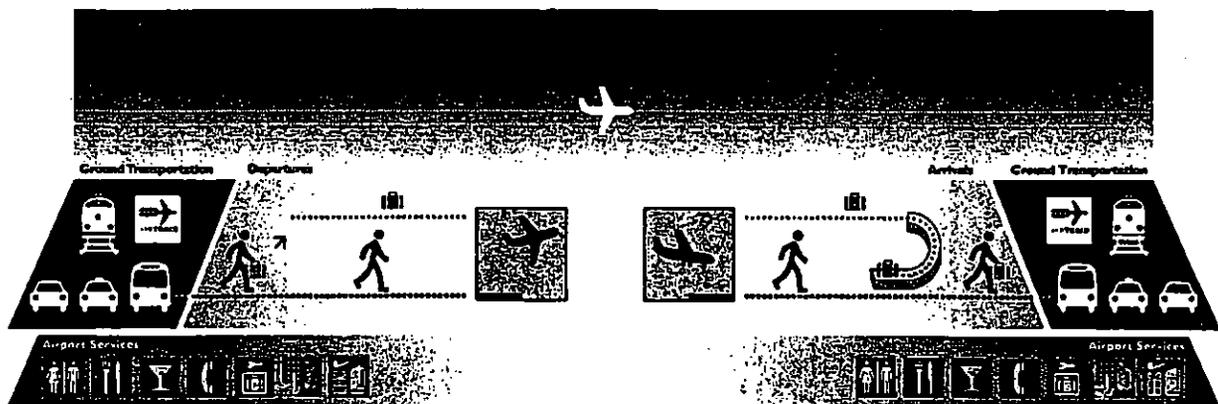
John J. Toth  
Room 65 N  
Aviation Department  
Port Authority of New York and New Jersey  
One Madison Avenue  
New York

Information on the standards can be obtained from John Toth at:  
Telephone: (212) 435-3735  
Fax: (212) 435-3828  
E-mail: [jtoth@panynj.gov](mailto:jtoth@panynj.gov)

This manual will be updated frequently. Before starting any sign project, please check the latest version. The Port Authority of New York and New Jersey will announce each update to all their lease tenants.

A typical airport terminal can have several hundred signs directing travelers to a multitude of destinations. The reading of all of these signs by travelers not only generates confusion, but also even a sense of panic to those travelers rushing to catch a flight. To significantly reduce the number of signs that travelers have to read while using a terminal, the Port Authority of New York and New Jersey has adopted a color-coded signing standard for the airports it operates.

In addition to the color-coded nature of these signs, the colors of these signs are highly visible and can be readily seen in comparison to the standard airport signs that have a black or brown background with white type. The information in this manual provides the standards necessary to implement this color-coded sign system and the other elements necessary to implement a sign system that is user-friendly in its approach and application.



The airport sign system is based on a new 'color-coding' system that, with proper support information, can easily be used by air travelers.

• **Yellow signs**  
for directing passengers to flight services.

• **Green signs**  
for directing passengers leaving the airport.

• **Black signs**  
for directing passengers to auxiliary services (Restrooms, Phones, etc.).

• **Grey**  
Grey is used in this signing system as a neutral color for instructional or informational purposes as shown in the sign below.

**This airport has a color coded signing system**

Follow yellow signs when flying	Follow black signs for airport services	Follow green signs when leaving the airport
• Ticketing • Arrivals • Gates • Checkin	• Restrooms • Phones • Escalators	• Ground Transportation • Parking

The design of the signing system is based on the application of the '4 C-s' principle:

### 1. Comprehensive

Signs should be comprehensive in nature so that travelers see the information they need - no more and no less. More information only confuses travelers and not enough information produces the same result.

### 2. Consistent

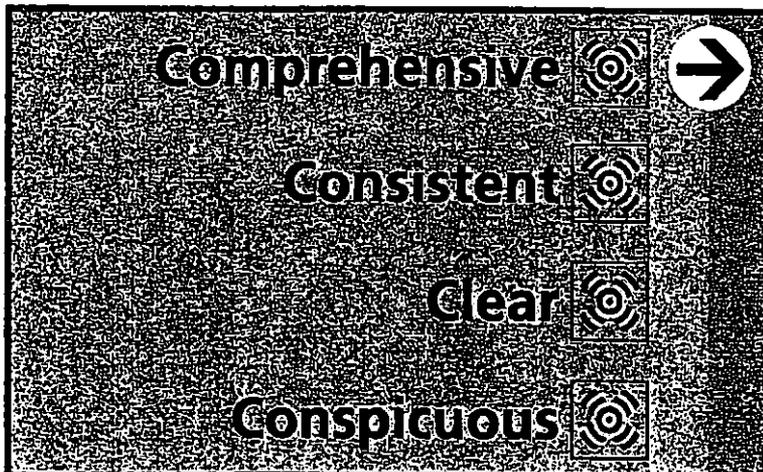
Signs are positioned at all decision points, use the same terms and also identify/confirm the destination point.

### 3. Clear

The information on each sign is worded in such a way that it meets the requirements of the infrequent traveler. Signs are understandable and user-friendly.

### 4. Conspicuous

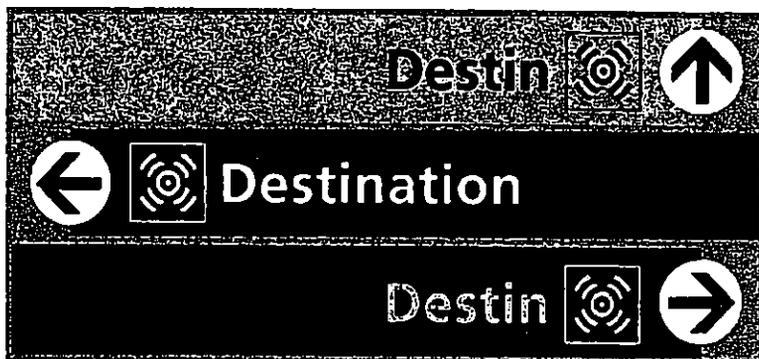
The colors chosen for the color-coded system were not chosen on a random basis, but were selected because of their high visibility so that the signs can be easily seen by travelers in a highly competitive signing environment and during reduced lighting conditions normally associated with adverse weather conditions or evening hours.



This sign system features its own family of related signs to help passengers easily distinguish all airports operated by the Port Authority.

Besides the highly conspicuous color-coding system for each category of information, these signs are recognizable by their arrow circle that is placed halfway into a grey band.

This unique layout provides special emphasis for message direction.



In most airports outside the USA and England, bi-lingual signs are used. The native language is used plus English for all foreign travelers. English is the international language of transportation. However, to assist travelers who do not understand English, a special series of international pictograms has been created and tested. Most of these symbols comply with worldwide standards.

The following principles will be followed:

**1. An English only sign system**

is preferred throughout all Port Authority airports.

**2. Instructional handouts (optional)**

Instructional leaflets (e.g. with maps) in a foreign language can be distributed at the gates for arriving passengers and near the entrances on the Arrivals Level for greeters.

**3. Display signs at key decision points (optional)**

Display instructions at main decision points (by the entrance of terminals, Immigration, customs, baggage claim and concourses). Also provide informational wall signs that explain the common airport terms including the pictograms in the most frequently used languages. This can easily be combined with a simplified diagram of the airport layout.

For the proper spelling of standardized airport terminology, a list of airport nomenclature is available which should be applied in all cases (see Appendix B).

This list is based on the common grammatical rules that can also be found also in Appendix B.

The standards listed in this section should not be seen as a complete inventory of design recommendations. If a certain design recommendation is not included in this section, it does not necessarily mean that the recommendation is unacceptable.

The guidelines are divided into five sections:

- A Position of signs
- B Implementation of signs
- C Layout of signs
- D Information content
- E Airport signing

- A1 There should be a directional sign at every decision point perpendicular to the line of movement of the users.
- A2 A location sign should confirm the arrival at a destination, even if this destination is an area that is not clearly delineated such as 'Arrivals Hall'.
- A3 Signs should be positioned in the functional visual field. This field is determined by the normal cone of vision. Its apex is defined by the point from where a sign should be visible.
- A4 Destinations that are not positioned in the functional visual field should be referred to by a directional sign at the decision point that is positioned perpendicular to the line of movement of the users.
- A5 Signs should be positioned in the area where they are expected; they should be visible when entering a decision area. As a general rule, signs should never be positioned past the physical points where paths divert and a route choice should have been made already. Route choice confirmation signs are an option when the situation around a decision point is confusing.
- A6 Define 'virtual zones' in a building. One zone for routing signage and one zone for commercial signs. The 'virtual zone' for the signage forms a 'corridor' around all paths intended for users. See 'Advertisement and directional signing' on the right.
- A7 Architectural elements should not block the viewing of a sign.
- A8 Signs should be positioned at all facilities that have vertical movement (elevator, escalator, stairs), especially if they are stand-alone elevators or stairs. The facility should be identified as such and it should also be signed what it gives access to.
- A9 Signing that instructs users to make a U-turn for a service is difficult for them to understand. This type of sign should be used if no other options are available.
- A10 Signs should be very clear and convincing.
- A11 Signs should not be installed too close to bright luminaries to avoid glare.
- A12 Even if there are no decision points on long paths such as long corridors and concourses, signs should be repeated for confirmation purpose.

#### Advertisements and directional signing

To avoid confusion between advertising and signing, three general guidelines should be followed:

1. At the centerline of the main passenger flow (the line of movement) only signs are permitted within the 'functional visual field'. All signs will be mounted perpendicular to that flow.
2. Outside the centerline of the main passenger flow, advertisements can be placed but always parallel to that flow.
3. It is also recommended that advertisements will not duplicate color schemes and layouts that are similar to the airport sign system.

- B1** Once a specific destination is mentioned on a sign (e.g. Terminal A), the destination must be used on all consecutive directional signs up to reaching the destination. At the destination a location sign should be displayed. (Do not switch from 'Restrooms' to 'Men/Women' or from 'Terminal 4' to '4').
- B2** Color coding should always be used in a redundant way. If there is a directional sign saying 'Park in Red Area', the parking area should be identified by a sign saying 'Red Parking'.
- B3** Just like color coding, visual form coding like geometric forms as circles, diamonds, rectangles, etc. is experienced as an informative aspect of a sign by the passenger and should only be used as a redundant element.
- B4** Each in-terminal destination should be identified by a location sign. This rule should also be applied for airport terminal buildings. Readability of the building signs should have special attention because users can approach a building under many different angles, not only at a perpendicular angle.
- B5** Different color-coding systems can be used in the same complex. It should, however, be verified that the codes do not conflict because of the similarity between two or more facilities (never use a color code for parking lots as well as a color code for the different levels in a parking garage).
- B6** In areas where different users mix (in parking areas where cars mix with pedestrians) the signs intended for each of the different groups should be clearly identifiable (e.g. by adding a car or a pedestrian pictogram).
- B7** The signage of all PA airports should show a strong 'family resemblance'. All visual means to present information such as color-coding, pictograms, color scheme and shape of signs should be the same at all airports.
- B8** If standard directional signs lead to a commercially operated facilities, (e.g. baggage trolleys pick-up point), the commercial logo should not be used without the standard location sign (the logo could be combined with the sign).
- B9** Apart from signs belonging to the signage system, there are many instructional signs in and outside of buildings, such as security and safety instructions. Special care should be taken to avoid confusion and 'visual overload'.
- B10** The presentation of routing information should be based on the identification of different user groups and their need for information. Sometimes there might be more than just one (main) user group. 'Rental Cars' will be a destination mainly for arriving passengers. 'Meeting Point', on the other hand, will be a destination for arriving passengers, meeters/greeters as well as departing passengers. This means that, in the latter case, the signage has to cover the needs of three groups of users instead of just one.

- C1 Location/identification signs should be readable from a long distance. This way, additional directional signs can be avoided. A large size also makes identification signs more conspicuous. The size chosen should be in balance with the dimensions of the space the signs are located in and the size of the facade of the facility or building.
- C2 Different directions at a decision point should be placed over different signs. If different directions are combined on one sign, a clear way should be chosen to display these different directions.
- C3 If two destinations are mentioned on the same line of a sign, meaning that for both destinations the same direction has to be chosen, the way this is shown on the sign layout should clearly have an 'and' meaning. Solutions might be a bullet, a comma or a vertical line. A slash should not be chosen because for many this notation has the meaning 'one or the other' but not 'both'.
- C4 A pictogram and its accompanying text should always be perceived by users as belonging together, not as two separate elements.
- C5 Pictograms can be used in two ways.
1. Redundant use: A pictogram with its reference in text (a restroom pictogram with next to it the word 'Restrooms')
  2. Specifying use: A pictogram indicates the facility in general and the accompanying text adds a specific meaning ( a bus pictogram with next to it the words 'to long term parking').
- C6 A pictogram's unique identity and color should not be adapted or modified to produce messages that are different than the pictogram.
- C7 Overhead directional signing should be illuminated. See section 6.0 'Illumination'.
- C8 If a color code is used on a sign, relate the color to the message. Do not color the whole sign.
- C9 Temporary signs need special attention. If they are used during construction work they have to function in an out of the ordinary environment and should therefore be highly noticeable. The same requirements should be met if there is a change in a normal operation or if a facility is out of use. The standards for the signs should be the same as 'normal' signs.

Some of these guidelines are detailed in section 5 of this manual.

- D1 Always specify a term if more than one variant is possible. Do not use 'Exit' if it possible to use: 'Airport exit', 'Parking exit', 'Exit to Ground Transportation', or 'Exit to Terminal'.
- D2 If there is more than one facility with the same function, do not use the term 'All' if no choice has to/can be made. Use 'Gates' not 'All Gates'. Combine the direction for a specific facility with the direction for the other by being specific ('Gates 10-50') and by using the term 'Other' ('Other gates') for the remainder.  
If there is more than one facility with the same function, they should always have an Identifier (letter, number, or name). The naming should be systematic in such a way that it provides information with regard to the location of one of the facilities to the other (e.g. consecutive numbers).
- D3 Be consistent in the use of terminology.  
See Appendix B.
- D4 Check the comprehensibility of all terms used on the signs. If new terms or seldom used terms have to be introduced, add explanatory text. Whenever possible, choose national or even better, international conventional terms for facilities. Avoid airport and 'New Yorkish' jargon and abbreviations.
- D5 If large parts of a facility are identified by a letter or number code, never leave out the identifying space. Do not use 'A' and 'B' but use Gates A and Gates B.
- D6 Install signs (e.g. maps) with an overview of all pictograms used and their meaning in areas where people have to wait. Do this at least in all main waiting areas.
- D7 Avoid displaying more than one piece of information on dynamic display in an 'alternating' way. People can easily miss it and it contributes to their insecurity.
- D8 Repeat important information.

**Typical Port Authority of New York and New Jersey Airports Sign Standards.**

- E1 All Departures and Arrivals signs including Baggage Claim, should be in black type on a yellow background.
- E2 Except emergency exits, building exits are not signed as such. They are signed only if other destinations in the terminal can be reached through them. If there is a need to identify building exits, the use of 'Door #' is preferred.
- E3 In the concourses, arriving passengers will receive directions to Baggage Claim and Ground Transportation (and AirTrain if appropriate). At Arrivals level, this general information will be more specific, like Ground Transportation Information, Taxis, Buses, Free Shuttles, Parking, Hotel and Rental Cars Reservation, etc. At Departures level, transferring passengers will be directed via 'Departures' to Check-in and Ticketing.
- E4 Concourses will not be signed as such but as 'Gates' or with the appropriate gate series numbers, e.g. 'Gates A', 'Gates A1-A20', etc. However, concourses maybe identified on maps, etc.
- E5 The color grey is not only used as a supporting color for instructions, warnings, etc. but also for directories. There are:
- . Airline Directories
  - . Ground Transportation Directories (e.g. Buses)
  - . AirTrain Directories
  - . Elevator Directories
  - . Flight Information Displays
- However, signs that identify or provide directions to a destination, should have the color of their appropriate color-coding. So elevators signs are yellow type on a black background, AirTrain signs are white on green. Examples can be found in this manual.
- E6 in certain signing situations, 'trailblazer' type of signs can be used to provide better information for it users. Examples of trailblazer signs can be found in section 7.11.

## EXHIBIT E- LETTER OF CREDIT FORMAT

The Port Authority of New York & New Jersey  
225 Park Avenue South, 12<sup>th</sup> Floor  
New York, NY 10003

Date \_\_\_\_\_

Attn: CREDIT MANAGER

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_(C)\_\_\_\_\_

At the request of \_\_\_\_\_(A)\_\_\_\_\_, we \_\_\_\_\_(B)\_\_\_\_\_ hereby open this  
CLEAN IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_(C)\_\_\_\_\_ in your favor up to an  
aggregate of \_\_\_\_\_(D)\_\_\_\_\_ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL  
BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us  
at

\_\_\_\_\_ (E) \_\_\_\_\_  
\_\_\_\_\_ on or before the expiration date set forth below or future expiration date as indicated below. Our  
obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon  
reimbursement thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under \_\_\_\_\_(B)\_\_\_\_\_ Letter of Credit No.  
\_\_\_\_\_(C)\_\_\_\_\_  
dated \_\_\_\_\_". Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on  
\_\_\_\_\_(F)\_\_\_\_\_

This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended  
without amendment for additional periods of one (1) year from the present or each future  
expiration date unless we have notified you in writing not less than sixty (60) days before  
such date that we elect not to extend the Letter of Credit for such additional period, such  
notice to be sent by registered or certified mail to you at the address herein. Upon receipt  
by you of such notice you may draw on us at sight for the balance remaining in this Letter  
of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS  
SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993  
REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

\_\_\_\_\_  
BANK OFFICER/REPRESENTATIVE

### LEGEND:

- A - INSERT APPLICANT NAME, I.E. TENANT OR LESSEE NAME
- B - INSERT NAME OF ISSUING BANK
- C - INSERT L/C IDENTIFICATION NUMBER
- D - INSERT DOLLAR VALUE OF INSTRUMENT
- E - INSERT EXACT ADDRESS OF LOCAL BANK BRANCH
- F - INSERT EXPIRATION DATE OF LEASE PLUS 180 DAYS

\*\*\* Please instruct your Bank to have the Letter of Credit issued in the above format  
in "Draft" form and fax to Michael Mayurnik, Credit Manger, at (212) 435-5846  
for approval PRIOR to issuance in "Original" form. Otherwise, the Letter of

Credit can be rejected. If you are in need of further assistance, Mr. Mayumik can be reached at (212) 435-5838. \*\*\*\*

NOTE: This is an instruction sheet only.  
(Please remove before completing alteration application)

### PREPARATION OF TENANT CONSTRUCTION OR ALTERATION APPLICATIONS

1. Prepare 3 original copies of form PA 531AV, accompanied by 12 complete sets of drawings and specifications showing the proposed construction.
2. All 3 application forms must bear original signatures of a Corporate Officer (Vice President or above) of the tenant whose company name appears on the lease.
3. All 3 application forms must bear original signatures and seal of Engineer or Architect of record employed by the tenant.

### TENANT CONSTRUCTION PLAN AND SPECIFICATION GUIDELINES

The following comments are to assist your engineer or architect in preparing drawings of proposed work. Use of the guidelines, where pertinent, will minimize Port Authority review time and resultant comments.

1. Locate area of construction with respect to existing conditions, (i.e., column numbers, coordinates, dimensions to existing structures, etc.), and provide a "Plot Plan."
2. Indicate existing structures and facilities in area affected and adjacent areas; also indicate all demolition and removals. For demolition projects where the wrecking or taking out of load-supporting structural members of the facility together with related handling operations, or the intentional burning of the facility is required, the U.S. EPA shall be notified in accordance with 40 CFR Part 61, Section 61.145(a)(b).
3. Include on drawings the plans, sections, elevations and details of proposed work.
4. Show arrangement of equipment and furniture, which might constitute an obstruction of passage to exits.
5. Provide floor plans to include that area beyond the limits of proposed work area necessary to show the entire means of ingress and egress.
6. Indicate where prescribed occupancy count for all area.
7. Give location and specifications for all fire protection equipment, i.e. fire doors, fire dampers, smoke detectors, sprinklers, fire alarm systems, hose cabinets, extinguishers, etc.
8. Include a note on the drawings requiring all work to be done in accordance with the National Electrical Code and the applicable code of the City, or municipality in which work occurs. F.I.R.O. and Employers Group of Insurance Companies approval required for sprinkler and fire protection items.
9. Indicate power requirements and source of power. Also indicate size and type of all electrical equipment, i.e. conduit, wire, panels, control devices, etc.
10. Provide details of all built-in equipment.
11. Provide complete specifications for all materials.
12. Show all new and modified ventilating systems including that portion outside the area of proposed work necessary to indicate the complete circulation cycle.
13. Provide design computations for major structural members including all existing members receiving additional loads.
14. All drawings must bear the stamp of a Registered Architect or Professional Engineer licensed in the state in which the work is to be performed.
15. Asbestos and Demolition Certification Letter, Form PA 3677, is to be submitted with Form PA 531AV.
16. If Form PA 3677, Asbestos and Demolition Certification Letter, indicates that asbestos will be disturbed, Form PA 3678 is to be submitted with Form PA 531AV.
17. If Form PA 3677, Asbestos Certification Letter, indicates that asbestos will be disturbed and the tenant is waiving his/her right to participate in the Port Authority's litigation, Form PA 3679 is to be submitted with Form PA 531AV.
18. Asbestos work (abatement and consulting) must be performed by a state licensed abatement contractor approved by the Port Authority.
19. All materials used for the construction of this project, whether building materials or appurtenances, shall be non-asbestos containing materials.
20. All environmental services required to be performed with respect to tenant construction, including and without limitation, surveys, monitoring, laboratory analysis and waste removal, must be performed by a contractor/consultant, approved in advance by the Port Authority.
21. If proposals require resubmission, clearly indicate change from original on the resubmitted drawings.
22. An MBE/WBE Participation Plan must be submitted and accepted by the P.A. prior to approval of this application.
23. An MBE/WBE Participation Report must be submitted monthly during construction.
24. "As Built" Drawings are to be furnished after completion of this work.

**THE PORT AUTHORITY OF NY & NJ**  
 225 Park Avenue South  
 New York, New York 10003

For Port Authority Use Only	
Facility	APP. No.
Date	Applicant's Name

**TENANT CONSTRUCTION OR ALTERATION APPLICATION**

**APPLICANT MUST READ THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM**

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Three hereof on behalf of the Port Authority of New York and New Jersey. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Three hereof and the terms and conditions set forth in this form.

Minimum Insurance Limits Unless Specified to be Greater - Bodily Injury \$500,000 each person; \$500,000 each occurrence; Property Damage \$500,000 each accident; \$500,000 aggregate.

**PART ONE: Information to be furnished by Applicant (Refer to your lease or permit for required information)**

Permission is hereby requested to perform the following described work on the space occupied by the Applicant.

At (Facility)	Pursuant to (Lease, Space, Permit) No.	Location (Building No. or Area) of Space to be Altered
---------------	--	--

Description of Work and Reason

Estimated Cost of Work \$	Estimated Time to Complete (Days)	Starting Date	Completion Date
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Plans: Prints of each drawing must be submitted with copies of application. Include floor plan and show area affected by proposed Work (size 8 1/2" x 11" or larger).

TITLE OF DRAWING	DRAWING NO.	DATED

Name & Address of Contractor (If Not Known, Submit Later)	Name & Address of Engineer or Architect	Telephone No.
		License No.

Send Correspondence To: (Name & Address of Employee in Charge of Work)
Telephone No.

**ENGINEER OR ARCHITECT CERTIFICATION**

I have supervised the preparation of plans and specification f or the entire work represented herein and hereby certify that they conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the City, town or municipality in regard to construction and maintenance of buildings and structures and in regard to health and fire protection which should be applicable if the Port Authority were a private corporation.

Applicant's Name (As it Appears on Lease or Permit)
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By (Signature of Authorized Rep.)	Title	Date	Signature of Licensed Prof. Engineer or Architect	Date
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**PART TWO: MBE/MBW PROGRAM INFORMATION**

A Minority/Women Business Enterprise (MBE/WBE) Plan must be submitted and accepted by the P.A. prior to approval of this application. Forms and instruction for the preparation of the MBE/WBE Plan are attached to this application. In addition, a contact person responsible for this project's MBE/WBE Program should be designated below by the tenant.

MBE/WBE Contact Person (Name and address): \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**PART THREE: Prepared by Port Authority and returned to applicant.**

The above Application is  Approved  Disapproved. Subject to the following conditions:

Continued on attached Rider

Please advise the undersigned in writing, when this work has been completed.

The Port Authority of New York and New Jersey		By:	
Inspected By	Date	Title	Date

## TERMS AND CONDITIONS

1. In the performance of work covered hereunder the Applicant shall, unless otherwise directed in writing by the Port Authority, conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the city, town or municipality in which the Facility is located in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation. The Applicant's obligations to comply with the above governmental requirements is for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and is not to be construed as a submission by the Applicant to the applications to itself of such requirements or any of them.
2. The Applicant shall comply also with such federal, state and municipal laws, statutes, orders and regulations, if any, as may be legally applicable to the work or the performance thereof or its employees therein. The Applicant shall consult with the Facility Manager with respect to the applicability of any and all laws, statutes, enactments, ordinances, resolutions and regulations and as to the procedures to be followed before taking any other action with respect thereto, and shall follow the instructions and procedure prescribed by said Facility Manager with respect thereto.
3. The Applicant shall also observe and obey (and compel its officers, employees, agents and contractors to observe and obey) the rules and regulations of the Port Authority now in effect which are applicable to the performance of the work and such further applicable rules and regulations which may from time to time during the said performance be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility, or for the safe and efficient operation of the Facility.
4. The Applicant shall procure and maintain bodily injury and property damage liability insurance in its own name in at least the limits specified in the preamble to this Application and Workmen's Compensation insurance; or if the work is to be done by an independent contractor, the Applicant shall require such contractor to procure and maintain such insurance in the contractor's name. A certificate evidencing such insurance shall be furnished to the Port Authority Facility prior to the commencement of the work.
5. The Applicant shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against and from (a) the risk of injuries (including wrongful death) or damage direct or consequential, to it or them or to its or their property, arising out of or in connection with the performance of the work, and (b) the risk of claims and demands by third persons arising or alleged to arise out of the performance of the work, whether such risks arise out of acts of omissions or the Applicant its contractors, the Port Authority, or otherwise.
6. The Applicant shall pay all claims lawfully made against it by contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause all contractors and subcontractors to pay all such claims lawfully made against them.
7. Only first-class materials and workmanship shall be used in the performance of the work, which shall be done in accordance with the drawings described in Part 1 of this Application and to the satisfaction and subject to the inspection of the Facility Manager; the Applicant shall re-do or replace at its own expense any work not approved by him.
8. The Applicant shall notify the Facility Manager no less than two days prior to the commencement of the work, and shall complete the same within the number of days specified in Part 1 of this Application; and upon completion shall notify the Facility Manager.
9. In the performance of the work, (a) the Applicant shall not do or permit to be done any act affecting the operation of the existing plumbing, heating, fire-protection, fire-alarm, sewerage, drainage, water supply, electrical, sprinkler, ventilating, refrigerating, fuel or communication system at the Facility, or other such service system thereat, including all pipes, tubes, lines, mains, wires, conduits, equipment and fixtures, except with the express written approval of the Facility Manager or the Port Authority resident engineer, (b) the Applicant shall obtain a Port Authority permit from the Facility Manager prior to any cutting or welding and shall comply with the conditions which form a part of said permit, a sample of which may be examined in the office of the Facility Manager.
10. (a) Prior to the commencement of the work and throughout the performance thereof, the Applicant shall erect and maintain at its own expense in or about the space such barriers, shields and other suitable protective devices for the protection of the public and others and their property as in the opinion of the Facility Manager may be necessary or desirable for the purpose. The work shall be performed in such manner as will cause the minimum inconvenience to members of the public and others at the Facility. During the performance of the work, the Applicant shall not permit the accumulation in or about the space of any debris, rubbish or litter of any sort resulting from such performance and shall make such arrangements for the frequent removal thereof from the Facility, by means of facilities to be furnished by the Applicant, as may in the opinion of the Facility Manager be necessary to prevent such accumulations.  
(b) In the performance of the work covered by this permit, the Applicant shall not employ any contractor nor shall the Applicant or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall, or in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Facility which interfere, or in the opinion of the Port Authority, are likely to interfere with the operations of the Facility by the Port Authority or with the operations of others at the Facility or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive on the Applicant and, upon notice from the Port Authority, the Applicant shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Facility the persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, persons, equipment and materials and the Applicant shall or shall cause its contractor to immediately rectify any conditions specified in the notice in the event of failure by the Applicant or any of its contractors to immediately comply with the requirements of this paragraph (whether or not such failure is due to the Applicant's fault) the Port Authority shall have the right to suspend this permit and the permission thereby granted, without prior notice when the labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority, by notice to the Permittee, shall reinstate this permit on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status if any.
- (c) Notwithstanding the approval of this permit by the Port Authority, the Applicant shall not perform or permit to be performed any work hereunder, the performance of which or the subsequent use or occupancy of which will (1) invalidate or conflict or conflict with any insurance covering the Facility or any part thereof, or in any property located therein or thereon, or (2) increase the rate of any fire insurance, extended coverage, rental insurance or other insurance on the Facility, or any part thereof or upon any property located therein or thereon. The Applicant shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders, directions and standards of the National Board of Fire Underwriters as interpreted by the New York Fire Insurance Rating Organization as to work performed in New York State, or as interpreted by the Fire Insurance Rating Organization of New Jersey as to work performed in New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the performance of the work or to the completed work (including use or operation (hereof) and the Applicant shall make any and all structural and non-structural improvements, alterations or repairs of the work that may be required at any time hereafter by any such present or future rule, regulation, requirement, or order or direction. If because of the work done or by reason of any failure on the part of the Applicant to comply with the provisions of this paragraph any such insurance shall at any time be limited, cancelled or invalidated, then the Applicant shall immediately remove the work, or if the rate of premium for any such insurance shall be higher than it otherwise would be, then the Applicant shall pay to the Port Authority on demand that part of all premiums which shall have been charged because of such work or by reason of such failure by the Applicant. The Applicant shall furnish to the Port Authority evidence of approval of the work by the insurance authority having jurisdiction.
11. Title to any installation, improvement, alteration, modification, addition, repair or replacement resulting from work done pursuant hereto shall immediately upon completion vest in the Port Authority (or in the Port Authority's lessor, if any and if the agreement between such lessor and the Port Authority so provides) without execution of any further instrument. The Applicant shall not remove or change the same unless the Port Authority, on or prior to the expiration or termination of the lease or permit described in Part 1 of this Application or within sixty (60) days after such expiration or termination, shall give notice to the Applicant requiring removal or restoration, in which case the Applicant (on or prior to the expiration or termination date or, if the notice is given after such date, then immediately after receipt of the notice) shall complete the removal of all of the same (or as much thereof as may be required by the notice) and the restoration (to the extent required by the notice) of the space affected by the work to the same condition as it was in prior to the commencement of the said work. If the Applicant shall fail to comply with such notice, the Port Authority may effect the removal and restoration and the Applicant shall pay the cost thereof to the Port Authority upon demand.
12. A certificate of completion shall be issued to the Applicant by the Facility Manager upon request of the Applicant on completion of the work hereunder in accordance with the Terms and Conditions hereof and inspection thereof by the Facility Manager. Issuance of such certificate shall not preclude the Port Authority from showing that Applicant has failed to comply with his obligations hereunder nor shall it release Applicant from such obligations.

*Exhibit A.*

**Engineering Department  
Quality Assurance Division**

**TENANT  
CONSTRUCTION  
REVIEW MANUAL**

**March 2003**

*Engineering Department*

**THE PORT AUTHORITY OF NY & NJ**

**Engineering Department  
Quality Assurance Division**

**TENANT  
CONSTRUCTION  
REVIEW MANUAL**

**March 2003**

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**Historical Notes:**

First published 1971; Rev. 1979; updated March 1984; Rev. March 1990; Rev. March 1997; Rev. March 2003

## SECTION 1

### LIST OF ATTACHMENTS

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- A1 Standards for Interior Plastic Signs.
- A2 Specifications Governing the Flammability of Drapery and Curtain Materials in Unsprinklered Areas.
- A3 Specifications Governing the Flammability of Upholstery Material and Plastic Furniture in Unsprinklered Areas.
- A4 Specifications Governing the Flammability of Plastic Laminate and Wood Veneer Furniture in Unsprinklered Areas.
- A5 Marking of Transparent Glass Doors and Fixed Adjacent Glass Sidelights.
- S1 Plaster Ceiling Design Standards.
- S2 Suspended Lightweight Ceilings Design Criteria.
- S3 Modifications to the New York City Building Code Earthquake Loads.
- S4 Port Authority Bus Terminal – Lightweight Concrete Slab Areas.
- C1 Index of Civil Standard Details.
- C2 Index of Civil Engineering Design Guidelines
- E1 Electrical Standard Details.
- E2 Port Authority Bus Terminal – Electrical Design Criteria.
- M1 Port Authority Bus Terminal – HVAC Design Criteria.
- M2 Port Authority Bus Terminal – Plumbing & Fire Protection Design Criteria.
- RFS1 Airport Rampsides Clearances.
- T1 Index of Traffic Standard Details.



## SECTION 2

### INTRODUCTION

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This Manual presents the technical criteria to be followed by Tenants, and their architectural and engineering consultants, at all Port Authority (PA) facilities in connection with construction work undertaken by a Tenant. These technical criteria are in addition to other requirements contained in the lease agreement between the Port Authority and the Tenant. This Manual also covers the Port Authority Engineering Department's scope-of-review of the design documents (plans, specifications, calculations and other documents) submitted by Tenants in connection with proposed construction or alterations. It shall not be deemed to imply that there will not be additional reviews by other Port Authority Departments.

The Design Standards (Tenant Construction Review) Unit of the Engineering Department's Quality Assurance Division will review the Tenant Construction/Alteration Application submitted by the Tenant in accordance with the criteria contained in this Manual. The responsibility for architectural and engineering design shall remain with the Tenant's Architect or Engineer (A/E) of record. The Design Standards Unit will not impose design solutions but will only comment on the design presented.

Reviews will not address the proposed aesthetic or functional aspects of the design.

Construction documents for Tenant construction or alterations will be reviewed by the Design Standards Unit for compliance with all applicable Codes and Port Authority Technical Standards. In the absence of a specific code provision, this Manual sets forth the applicable standards to be followed by Tenants except as may otherwise be required. All design documents shall reflect the existing construction as well as the proposed work in order to determine compatibility with existing facility conditions.

In this regard, a list of all reference documents and guidelines which the Facility has provided to the Tenant, and which affect the design, shall be included in the Tenant's contract document submission. If the review process will be aided by the inclusion of these reference documents, such documents should also be included in the submission.



## SECTION 3

### GENERAL REQUIREMENTS

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- I. All proposed Tenant construction shall be submitted for review, in completed form, accompanied by a "Tenant Construction or Alteration Application," Form PA531, which shall be provided to the Tenant by the appropriate Port Authority line department.

The PA line department shall forward all tenant submittals to the Engineering Quality Assurance Division for review.

- II. The design documents, such as drawings, reports, computations and specifications, required in connection with the proposed construction, shall be submitted with the Tenant Construction or Alteration Application. Existing construction shall be properly identified on the drawings. The design documents shall be sealed and signed by the architect or engineer of record licensed to practice in the State in which the proposed construction is to be performed. The architect/engineer indicated on the Application shall be considered the Architect or Engineer (A/E) of record. The required number of sets of drawings may be minimized if an electronic file (compact disc) of the drawings is included in the submission. The formatting and other requirements for the electronic file can be obtained from the Facility Liaison Office.

Where other consultants have been acknowledged by the A/E of record, either in the Tenant Alteration Application or on the drawings, said consultants may seal and sign the documents they have prepared.

The A/E of record is responsible for assuring that the documents prepared by other consultants are properly coordinated.

Where the Tenant retains two or more independently functioning consultants, they each become an A/E of record for their respective scope of work. Each consultant will be required to submit a separate Tenant Alteration Application, and each consultant shall seal and sign their respective documents.

Responsibility for design or code compliance shall not be delegated to contractors.

- III. All revisions to previously submitted documents shall be properly identified, and shall be accompanied by a brief description of the revisions.
- IV. All voluntarily installed Fire Protection systems, including, but not limited to sprinklers, alarms, etc., shall comply with the provisions of the applicable Building Codes for such systems.
- V. Fire protection plans, as described in the New York City Building Code Section 27-228.1 et seq., shall be filed along with other design documents for construction projects at all Port Authority facilities within New York City. After approval of the project for construction, and before a Permit to Occupy or Use is issued, the Tenant shall submit one (1) copy of these plans to the Manager of the Facility where the project is located, one (1) copy to the Inspection and Safety Division of the Operations Services Department and two (2) copies to the Quality Assurance Division of the Engineering Department.
- VI. In accordance with the policy of the Port Authority of New York and New Jersey, the Tenant shall comply with the provisions of all federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders that may affect the construction or alteration where stricter requirements, stipulated in this Manual, apply, they shall be followed. The Tenant, or designated agents, shall not apply for any variance, license, waiver or permit from any municipal or governmental agency in the name of or on behalf of the Port Authority.
- VII. The Attachments listed in Section 1 of this manual are supplementary to the technical sections and shall be considered part of the requirements.

## SECTION 4

### CONCEPTUAL REVIEW

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#### I. GENERAL

At the Tenant's request, a Conceptual Review will be performed to provide comments on preliminary design. These reviews will inform the consultants of established design criteria, pre-existing conditions that determine code compliance, and Port Authority requirements affecting the proposed work. The conceptual review shall be limited to fundamental concepts and items related to the criteria in this Manual that may significantly affect the design. The review will not address aesthetics or functional design.

Submitted conceptual plans shall indicate conformance to the applicable codes and design criteria.

The scope of the Conceptual Review may include the items enumerated in the following paragraphs:

#### II. BUILDING CODE

- A. Occupancy group and construction classification of the new, altered, and adjusted areas.
- B. Fire protection of spaces in the building as it applies to ratings of interior separations, shafts, exterior walls, and sprinkler requirements.
- C. Egress: Occupant load and adequacy of egress shall be established or the Tenant's architect/engineer may list the sections of the applicable Code on which the design is based. New Tenant egress scheme(s) shall be coordinated with existing conditions.
- D. Special structural conditions, including foundations.
- E. Special or unusual mechanical or electrical problems affecting environmental, energy, or power requirements.
- F. Deviations from Code requirements.

### **III. PORT AUTHORITY DESIGN CRITERIA**

See the subsequent Technical Sections of this Manual for specific criteria.

## SECTION 5

### ARCHITECTURAL

---

#### I. GENERAL

The scope of the architectural review shall comprise compliance with the applicable codes, standards, and Port Authority design criteria listed below.

#### II. CODES AND REGULATIONS

##### A. New York City:

1. New York City Building Code and its Reference Standards.
2. New York City Fire Prevention Code and Directives.
3. New York City Health Code.
4. New York City Local Laws.
5. Rules of the City of New York:
  - Title 1, Department of Buildings
  - Title 2, Board of Standards and Appeals (BS&A)
  - Title 3, Fire Department
  - Title 24, Department of Health
6. New York State Labor Laws.
7. New York State Multiple Dwelling Laws (Hotels).
8. Energy Conservation Construction Code of New York State
9. Directives and Memoranda of the Department of Buildings.

- B. New Jersey:
  - 1. New Jersey Uniform Construction Code (NJUCC), its bulletins and the sub-codes with their Supplements and Reference Standards.
  - 2. New Jersey Uniform Fire Code.
- C. All PA Facilities:
  - 1. Americans with Disabilities Act (ADA).
  - 2. Applicable Flood Control/Regulations.

III. **STANDARDS**

The latest editions of the following National Fire Protection Association (NFPA) fire codes shall be used as reference standards:

- NFPA 75 Protection of Electronic Computer/Data Processing Equipment
- NFPA 130 Standard for Fixed Guide-way Transit and Passenger Rail Systems
- NFPA 409 Aircraft Hangars
- NFPA 415 Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

IV. **PORT AUTHORITY DESIGN CRITERIA**

- A. General:
  - 1. In unsprinklered areas, upholstered materials, furniture and draperies shall conform to the specifications governing flammability. See Attachments A2, A3, and A4.
  - 2. All baggage handling areas and conveyor spaces inaccessible to fire fighting equipment shall be provided with a sprinkler system. Spaces over all types of ceilings are considered inaccessible.
  - 3. Conveyor belting shall be flame resistant.

When subjected to a flame test in accordance with ASTM D378, the duration of flame shall not exceed an average of one minute after removal of the applied flame (after-flame time) and the duration of afterglow shall not exceed an average of three minutes.

Test results shall be submitted for review.

4. Storage under canopies (such as at cargo buildings) shall be considered as storage occupancy, moderate hazard.
5. Baggage handling (as opposed to storage) spaces shall be classified as occupancy group B-2 in New York City, and S-2 in New Jersey.
6. For Interior Plastic Sign Standard, see Attachment A1.
7. For marking of Transparent Glass doors and fixed Adjacent Glass Sidelights, see Attachment A-5.
8. Conveyor openings in fire rated construction, shall be protected with fire shutters with the appropriate fire protection rating. Fire shutters shall be provided with positive means to ensure the prevention of obstructions interfering with the closing of fire shutters. These fire shutters shall be integrated with:
  - a. Smoke detectors provided on each side of the wall and located in concordance with NFPA 80 and the manufacturer's listing, in order to actuate the motorized shutters and the alarm system.
  - b. Leading edge or electric eye devices to permit the passage of an obstruction on the conveyor by retraction of the fire shutter.
  - c. Emergency power for the operation of the rated shutter(s), as well as for an adequate portion of the conveyors, to enable the passage of obstructions at the rated shutter(s).
  - d. Stoppage of the conveyors.

- e. Operation of other smoke and heat detectors within the fire zone shall also actuate these shutters.

For openings in walls with fire resistance rating of less than 2 hours, a system of water spray nozzles may be used in lieu of fire shutters. At least four nozzles shall be provided on each side of the opening so as to give complete coverage of the opening. Nozzles shall be controlled by an automatic valve actuated by a heat detector. Nozzles shall be located at an angle not more than thirty degrees between the centerline of nozzle discharge and a line perpendicular to the plane of the opening. The water discharge rates shall be at least three gallons per square foot per minute.

- 9. Where spaces are provided with grilled openings for entrance and exiting, a safe means of egress shall be provided for the employees who may stay inside the space after the grille is closed, consisting of:
  - a. A door in compliance with code requirements; or
  - b. An approved device that will open the grille from inside.

B. Airports:

1. All Airports:

- a. All construction at JFK and LaGuardia Airports shall comply with the limitations stipulated in New York City Building Code, Subchapter 4, for construction inside the fire districts.
- b. The means of egress for passenger terminal buildings shall be designed for an occupant load consisting of the sum of the passengers (100% capacity of aircraft), meeters and greeters, and employees, based on maximum anticipated flight schedules (such as holidays or other seasonal peaks), and a two (2) hour delay of flights. This number shall not be less than  $1.5C$ , where  $C$  is the capacity of all aircraft that can be unloaded simultaneously. Consideration shall be given to locations of concentrated crowding, rather than

assuming uniform distribution of occupants over the entire building.

- c. In passenger terminal buildings, concessions serving the public shall be considered as part of the public space. Storage space belonging to concessions shall be enclosed as required by Code. Also, adjacent concession areas shall be separated from each other as required by Code for different tenancies.
- d. For aircraft loading walkways, and for protection of buildings from ramp-side fuel spill fires, see Section 13 of this Manual.
- e. Protection and fire rating of building walls and over-hangs adjacent to aircraft fuel pipeline surge suppressors shall be in accordance with NFPA 30 and shall be designed to have a fire rating depending on their distance 'd' as a radius from the surge suppressor:

d > 25 feet; fire rating = 0

d > 10 feet; fire rating = 2 hours

d < 10 feet; fire rating = 4 hours.

2. LaGuardia Airport, Central Terminal Building:

- a. The main building conforms to construction classification 1B.
- b. The fingers are unprotected steel construction, classification 1E, separated from the main building, and are further subdivided into fire areas.
- c. On the third (3rd) floor of the Terminal Building, a Safe Area, in compliance with Article 8 of the 1968 Building Code of the City of New York, constitutes part of the overall means of egress from the floor. The Safe Area consists of the central east-west corridor together with the public areas at the termination of the connectors from the parking garage.

C. Port Authority Bus Terminal:

The design of Tenant areas opening into the Main Concourse shall conform with New York City Building Code Section 27-370(h) (3)d.3 for "Street Floor Lobbies."

V. **DETAILS OF ARCHITECTURAL REVIEW**

The following are representative of items reviewed:

- A. Occupancy (use) of spaces, construction classification (hourly rating of the structure), and their compatibility.
- B. Requirements of sprinklers, standpipes, smoke detectors, fire alarms, and exit signs.
- C. Provisions for the physically disabled persons.
- D. Compartmentation of spaces (rated separations, shafts, etc.).
- E. Fire protection of building components and finishes (includes documentation verifying that all materials and equipment used are of an approved type).
- F. Egress, establishing occupant load and existing capacity, including door and hardware requirement.
- G. Verification of strength of all glass subject to human impact, and the requirement for markings.
- H. Provision of plumbing fixtures (toilets, lavatories, drinking fountains, etc.).
- I. Protection of airport terminal buildings from fires at ramp-side potential fuel spill points (PFSP). See Section 13 of this Manual.
- J. Compliance with PA Standards and Specifications governing the Flammability of Plastic signs, Drapery, Upholstery and Plastic Furniture. See Attachments A1 through A4.
- K. Code requirements for Tenant's consultant's inspection responsibilities. See Section 14 of this Manual.

## SECTION 6

### STRUCTURAL

---

#### I. GENERAL

- A. The scope of the structural review shall comprise compliance with the applicable Codes, standards, and design criteria listed below.
- B. Computations shall be submitted with all structural plans.

#### II. CODES AND REGULATIONS

- A. New York City:
  - 1. New York City Building Code and its Reference Standards.
  - 2. New York City Fire Prevention Code and Directives
  - 3. New York City Local Laws
  - 4. Rules of the City of New York:
    - Title 1, Department of Buildings.
    - Title 3, Fire Department
  - 5. Directives and Memoranda of the Department of Buildings
- B. New Jersey:
  - New Jersey Uniform Construction Code (NJUCC), its bulletins and the sub-codes with their supplements and Reference Standards.
- C. All PA Facilities:
  - Federal Occupational Safety and Health Administration (OSHA) Regulations.

### **III. STANDARDS**

AASHTO	American Association of State Highway and Transportation Officials.
AREMA	American Railway Engineering and Maintenance-of-Way Association.
ANSI/EIA/TIA-222-E	Structural Standards for Steel Antenna Towers and Antenna Supporting Structures.

### **IV. PORT AUTHORITY DESIGN CRITERIA**

- A. For modifications to the New York City Building Code Earthquake Loads, See Attachment S3.
- B. Floors in certain areas of the Port Authority Bus Terminal South Wing are of light weight low strength concrete construction. (See Attachment S4 for locations). Concrete anchors are not permitted in these light weight slabs for the attachment of hangers for supporting ducts, utilities, ceilings, and other miscellaneous loads. These loads shall be supported directly from floor beams or supplementary framing connected to the floor beams.

In areas where concrete inserts are permitted, only approved type stainless steel anchors rated for shock and vibration loads and elevated temperature shall be used.

- C. In the LaGuardia Airport Central Terminal Building, concrete anchors or attachments to the steel decking are not permitted for connection of hangers for ducts, utilities, ceilings, bracings, signage and other miscellaneous loads in areas where the floor is constructed of non-structural concrete fill over cellular decking. All such loads in these areas shall be directly supported from the existing structural floor framing or supplementary framing shall be provided to transfer the loads to the existing framing members.
- D. Ceilings:
1. Plaster Ceiling Design Standards - See Attachment S1
  2. Lightweight Ceiling Design Criteria - See Attachment S2

E. Vehicular Traffic:

1. Elevated roadways shall be designed for all loadings, including seismic effects, in accordance with the AASHTO "Standard Specifications for Highway Bridges" and the relevant State DOT Standards.
2. The loading for the departure and arrival ramps servicing airport passenger terminals shall be HS 20-44 AASHTO highway loading. All other ramps servicing cargo facilities or road overpasses shall be designed for HS 25 AASHTO highway loading.

F. Signs:

1. Highway Signs and Luminaries:

Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - American Association of State Highway and Transportation Officials (AASHTO).

2. Exterior signs adjacent to vehicular traffic such as streets, highways, trains and light rail vehicles or open terrain shall be designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. All other exterior signs shall be designed as per the applicable local building code.

Interior signs located in the entrance lobbies, entrance vestibules or boarding platforms of transportation terminals shall be designed for an incidental wind gust pressure of 15 psf. All other interior signs shall be designed for a minimum lateral pressure of 5 psf.

Interior signs shall also be designed for earthquake loads as per the applicable local building code.

All signs (exterior or interior) which require routine cleaning or servicing (i.e. variable message, internally lighted, etc.), whether or not specifically designed for a servicing device, shall be designed for all anticipated additional loads, but not less than a 100-lb concentrated horizontal load and a 300 -lb concentrated vertical load

applied at the point of assumed or most eccentric loading. The additional concentrated loads shall be applied in combination with the sign dead load (not concurrent with wind or earthquake loads).

G. Aircraft Loading Walkways (Airports):

1. Minimum Live Loads: Floor (LL) - 40 psf or a concentrated load of 300 lbs. Roof (RLL) - as per local code.
2. Minimum Wind Loading (WL) 12.5 psf lateral for the extended (operational) mode (combined windward and leeward pressure). 25 psf lateral for the retracted (stowed) mode (combined windward and leeward pressure).
3. Load Combinations:
  - a. Extended: DL + LL + RLL  
DL + LL + 1/2RLL + WL  
DL + WL
  - b. Retracted: DL + RLL  
DL + RLL + WL  
DL + WL
4. Minimum Stability Factors: 

Overturning	1.5
Sliding	1.5
Uplift	1.5

V. DETAILS OF STRUCTURAL REVIEW

The following are representative of items reviewed:

- A. The design calculations shall include but not be limited to:
  1. Design criteria and applicable Codes.
  2. Reference Standards.

3. Design loads, including wind and other forces.
4. Allowable soil bearing capacity.
5. Pile type and capacity.
6. Design of connections other than AISC standard framed or seated beam connections.
7. Location and details of expansion joints.
8. Bracing systems and moment-resisting frames.
9. Deflections and wind drift.
10. Ponding.
11. Investigation of superimposed loads from new construction on existing structure and foundation.
12. Investigation of existing structural system and foundations under additional loads due to alterations.
13. Where it has been established that post-construction settlements of foundations are to be monitored, the monitoring program, the limits of differential settlement that the structure can tolerate, and the necessary adjustments shall be submitted for review.

B. Drawings shall include, but not be limited to, the following information:

1. Applicable Code and Reference Standards.
2. Materials.
3. Design live loads, wind, and other forces.
4. Location and details of expansion joints.
5. Machinery, equipment, and other concentrated loads in excess of 1000 lbs. Including footprints or support layout(s).
6. Allowable soil bearing capacity.

7. Pile type, capacity, and minimum tip elevation.
  8. Column schedule showing accumulated design load at each level for dead and live loads.
  9. Stress diagram(s) for trusses.
  10. Datum and ground water elevations.
  11. Typical moment connection details.
  12. Details of non-standard connections.
  13. Construction sequence.
- C. Specifications shall include, but not be limited to:
1. The scope of work and materials required for the construction or alteration.
  2. Limitations and restrictions due to the existing conditions and/or requirements for the methods of construction or staging.

## SECTION 7

### GEOTECHNICAL

---

#### I. GENERAL

The scope of the geotechnical review shall be for compliance with the applicable codes, standards, and design criteria listed below. The review will include the supporting soil characteristics and the choice of a foundation system compatible with the structure to be supported. In the absence of definitive code requirements, PA standards and established practice will apply.

#### II. CODES AND REGULATIONS

##### A. New York City:

New York City Building Code and its Reference Standards.

##### B. New Jersey:

New Jersey Uniform Construction Code (NJUCC), its bulletins and the sub-codes with their Supplements and Reference Standards.

#### III. STANDARDS

AASHTO American Association of State Highway and Transportation Officials.

AREMA American Railway Engineering and Maintenance-of-Way Association.

NYS DOT New York State Department of Transportation (for NY Facilities)

NJ DOT New Jersey Department of Transportation (for NJ Facilities)

#### IV. PORT AUTHORITY DESIGN CRITERIA

A. In New Jersey, the minimum frost depth shall be three (3) feet.

**V. PORT AUTHORITY STANDARDS**

- A. Single acting steam or air hammer or hydraulic impact hammer shall be used for pile driving. Where other types of hammers are used, Dynamic Pile Testing shall be performed to substantiate the minimum transferred energy required.
  
- B. The following PA Standard Specifications may be used for tenant projects.
  - 1. Steel Pipe Piles.
  - 2. Steel H Piles.
  - 3. Timber Piles.
  - 4. Monotube Piles.
  - 5. Drilled Minipiles.
  - 6. Tapertube Piles.
  - 7. Pile Coating.
  - 8. Pile Load Tests.
  - 9. Dynamic Pile Testing.
  - 10. Steel Sheet Piling.
  - 11. Caissons.
  - 12. Aggregate Base Course.
  - 13. Open Graded Aggregate Base Course.
  - 14. Excavation, Backfill, and Fill.
  - 15. Instrumentation for Settlement and Groundwater Observations.
  - 16. Slurry Wall.
  - 17. Soil Erosion and Sediment Control.
  - 18. Dredging.

19. Dewatering.
20. Rock Excavation.
21. Pre-stressed Soil and Rock Anchors.
22. Rock Dowels.
23. Pressure Grouting.
24. Vertical Wick Drain.

**VI. DETAILS OF GEOTECHNICAL REVIEW**

The following are representative of items reviewed:

- A. Required Reports:
  1. Geotechnical Investigation Report (including soil borings and laboratory tests), signed and sealed by the registered professional.
  2. Verification - Stabilized Overburden.
  3. Bearing Capacity of Nominally Unsatisfactory Bearing Material.
  4. Alternate or Similitude Method for the Pile Load verification.
  5. Substantiation of Higher Allowable Pile Loads.
  6. Datum and ground water elevations.
  7. Sub-grade Soil Modulus (CBR, MR, K)
- B. Calculations and reports shall include, but not be limited to, the following:
  1. Results of geotechnical site investigation, including test borings and laboratory tests; also, review of previous data obtained by the Port Authority or others
  2. Estimates of settlement resulting from the proposed construction (structures, pavement, utilities) at the

construction and adjacent sites.

3. Where it has been established that post-construction settlements of foundations be monitored, the monitoring program shall be submitted for review. Also, see Section 6, item V.A. 13 of this Manual.
4. Stability calculations of earth slopes and embankments, deep excavations, during and at the completion of construction.
5. Dewatering and seepage analysis and control.
6. Effects of construction operations on adjacent structures and underground utilities.
7. Earth and rock anchors.
8. Sand drains, surcharging, deep compaction and other methods that may affect adjacent properties.
9. Pile foundation requirements including pile type, pile capacity, down drag load, minimum pile tip elevation, pile driving hammer type and minimum transferred energy.
10. Pile foundation investigation for seismic loading including foundation ties.
11. Seismic liquefaction analysis, when required. Site specific analyses may be submitted, provided they incorporate ground motions derived from a seismic hazard analysis that has been reviewed and approved by the PA.
12. Seismic Cyclic Loading and group action on pile foundation analysis.
13. Cofferdam Installation.

## SECTION 8

### CIVIL

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#### I. GENERAL

The scope of Civil Engineering review shall comprise conformance with the applicable codes, standards, and other guidelines established in this Section. The items to be reviewed will include proposed paving, sanitary sewer system, storm sewer system, gas utility, cold water domestic and fire protection distribution system construction whenever they are placed in areas outside of the leasehold. Additionally, any proposed construction for which the Authority is responsible for maintenance or replacement, or that connects to or impacts upon Port Authority utility systems or affects another Tenant, regardless of whether it is within the leasehold area, shall come under this review, and shall conform to Port Authority Civil Standard Details, Specifications, and Civil Engineering Design Guidelines.

The index of Port Authority Civil Standard Details and the Civil Engineering Design Guidelines are included in Attachment C1 and C2, respectively. In certain cases as noted herein, use of the Standard Details and the Design Guidelines is required. When not required, the tenants may choose to use these in lieu of developing their own designs. The Standard Details and the Design Guidelines will be provided by the Port Authority Engineering Department's Quality Assurance Division, when required for a specific tenant project and requested through the facility tenant liaison office.

The portions of the sanitary, water utilities, and storm sewers that service or will service more than one Tenant's leasehold (or premises) are hereinafter referred to as "for common service" sections of the respective utility.

Facilities that are situated in environmentally sensitive areas are subject to more stringent design parameters, and work in these areas shall conform to site-specific Port Authority standards and specifications. These special design standards include, but are not limited to, special utility and drainage system design in order to eliminate the possibility of infiltration of groundwater.

## II. CODES AND REGULATIONS

### A. New York City:

1. Flood Control – New York City Building Code Subchapter 4, Article 10, and other Applicable Flood Control Regulations.
2. Applicable regulations of the New York City Environmental Protection Agency.
3. Barrier Free Design - New York City Building Code.

### B. New Jersey:

1. New Jersey Administrative Code - Title 7, Environmental Protection Laws.
2. Applicable Flood Control Regulations.
3. Barrier Free Design - New Jersey Uniform Construction Code.
4. Applicable regulations of the local municipal water supply and sanitary sewer governing agencies.

### C. Federal:

1. Americans with Disabilities Act (ADA)
2. Applicable regulations of the U.S. Environmental Protection Agency.
3. FAA - AC150/5300-13 Airport Design.
4. FAA - AC150/5320-5B Airport Drainage.
5. FAA - AC150/5320-6D Airport Pavement Design and Evaluation.
6. FAA – AC150/5320-16 Airport Pavement Design for the Boeing 777 Airplane.
7. FAA – AC150/5340-1H Standards for Airport Markings
8. FAA – AC150/5370-13 Off-Peak Construction of Airport Pavements using Hot-Mix Asphalt.

### III. PORT AUTHORITY DESIGN CRITERIA AND STANDARDS

#### A. General:

All site work outside the lease line shall conform to the appropriate Port Authority Civil Standard Details Specifications and Civil Engineering Design Guidelines. See Attachments C1 and C2.

#### B. Paving:

##### 1. General:

- a. Pavement shall be designed using a recognized procedure approved by the Port Authority. The design procedure, design life, design vehicle(s) and design traffic volume shall be submitted for review and approval.
- b. Sidewalks outside of the lease line shall conform to the latest PA Standard Detail Number 062.020 and Barrier Free Design.

##### 2. Aviation Facilities:

- a. Paving of taxiways, taxilanes, or aprons to be constructed within Public Aircraft Facility (PAF) areas, or in areas to be used by more than one Tenant, shall conform to the latest PA Standard Details Number 062.001 or 062.004 or the latest FAA Advisory Circular, whichever results in the thicker pavement.
- b. Paving within the tenant's lease line should be designed in accordance with the latest FAA Advisory Circular.
- c. Stabilization pavement shall be required wherever a blast from the aircraft may cause erosion of soil. Stabilization pavement shall conform to the latest PA Standard Detail Number 062.001 or 062.004 or with the latest FAA Advisory Circular, whichever is thicker.



PA Standard Detail Numbers 010.010 and 020.013 shall be used wherever appropriate.

3. Port/Commerce Facilities:

- a. Sewer appurtenances and pipes within the Tenant's lease line shall be designed to withstand the heaviest anticipated container, container handling equipment or vehicular load. PA Standard Detail Numbers 010.014 and 020.021 shall be used wherever appropriate.

D. Sanitary Sewers:

1. General:

- a. Hydraulic Design shall conform to Section 6 of the Civil Engineering Design Guidelines. See Attachment C2.
- b. In New York City, whenever a city sanitary or combined sewer is within the PA facility boundary and affected in any way by a Tenant's proposed work, a note to the effect that "this work shall be coordinated with the appropriate City Department through a designated liaison person in the PA's Chief Engineer's Office" shall appear on the contract drawings.
- c. In New York City, whenever a proposed Tenant's sanitary sewer connection will be made to the city sewer off PA property, the tenant shall be required to apply directly to the appropriate City Department for approval and a note to that effect shall appear on the contract drawings.
- d. Sanitary sewers shall be properly supported as per PA Standard Detail Numbers 043.001, or 066.01, or as determined by ASCE Manual No. 60 methods.

2. Aviation Facilities:

- a. Common service sanitary sewer appurtenances and pipes shall be designed to withstand the heaviest anticipated aircraft or vehicular load. PA

Standard Drawings shall be used wherever appropriate.

3. Port/Commerce Facilities:

- a. Sewer appurtenances and pipes within the Tenant's lease line shall be designed to withstand the heaviest anticipated container, container handling equipment or vehicular load. PA Standard Detail Number 10.014 shall be used wherever appropriate.

E. Cold Water Distribution Systems:

1. General:

- a. Cold water Distribution systems shall be designed in accordance with Section 7 of the Civil Engineering Design Guidelines. See Attachment C2.
- b. The cold water distribution system pipes and appurtenances are interconnected to the facility-wide cold water distribution systems and are for common service, and must conform to the requirements of the local municipal water authority. Port Authority Standards and Specifications are in compliance with these requirements and shall be utilized.
- c. All cold water distribution system pipes and appurtenances shall be designed to withstand the heaviest anticipated aircraft, container, container handling equipment or vehicle load.
- d. All cold water distribution system pipes shall have either a minimum cover of 4'-0", or be heat traced and Insulated.
- e. Pipe protection shall conform to the requirements of Figure 7-3 of Section 3 of the Civil Engineering Design Guidelines. See Attachment C2.
- f. Fire hydrants shall be spaced in accordance with the National Fire Protection Association Standards and Guides, and local municipality

requirements, but in no case shall any part of a building's periphery be more than 300 feet from a hydrant.

- g. Shut off valves shall be used at the point of connection wherever a proposed main is to be added to the existing distribution system.
- h. All fire hydrants shall be connected to the supply main through a valved connection.
- i. All curb and street valves shall be provided with a valve box meeting the requirements of the local municipal water authority.
- j. All water distribution pipes and appurtenances shall be restrained against thrust forces. Thrust blocks are not permitted.

2. Port Facilities:

- a. Hydrant spacing shall conform to NFPA (maximum 300', 150' at dead ends) except where PA Risk Management has approved a greater spacing in container yards.
- b. In container yards, every effort shall be made to locate valves where they will not be obstructed by grounded containers.
- c. Where a hydrant is more than 50' from the main or where the valve at the main is not in an aisle, provide valves at both the main and the hydrant.
- d. In Port Newark and the Elizabeth PA Marine Terminal, provide additional joint restraint from the valve to the hydrant in accordance with the latest version PA Standard Detail 030.015. The joint restraints shall be of a type that can be removed and restored without cutting the pipe.

F. Gas Utilities:

Gas service piping design and installation shall conform to the standards and requirements of the utility company whose jurisdiction covers the area in which the construction takes place. Verification of this conformance shall be submitted.

G. Security Fence:

PA Standard Detail Number 090.011 and Standard Specification Section 02831 or 02832 shall be used for security fencing.

**IV. DETAILS OF CIVIL REVIEW**

The following are representative of details reviewed:

1. Design Computations:
  - a. Pavement: Design procedure, service life, design vehicle and volume of traffic, structural design.
  - b. Drainage: Hydrologic and hydraulic design.
  - c. Sanitary Sewers: Design flow and hydraulic design.
  - d. Water Supply: Design demands, residual pressure, hydraulic design, and thrust restraint.
  - e. Computations showing the structural capacity of existing utility service lines and appurtenances to support new loads, signed and sealed by the Professional Engineer licensed to practice in the State where the work is to be performed.
  - f. The PA Engineering Department shall be informed of the water demand and sewer load during the earliest stages of design.
2. Plans:
  - a. Location and site plan with lease lines, showing all the coordinates.
  - b. All areas to be paved and pavement details.
  - c. All underground utility service lines (proposed and existing). The Design Consultant shall research and show the existing utilities on the plans. These will not be delegated to the contractor during construction.
  - d. Details for all proposed utility service lines and appurtenances.

- e. Whenever an existing utility service line is to be interrupted by specified work, a note requiring advance notification to facility operations personnel shall appear on the drawings.
- f. Security fence detail and location.

## SECTION 9

## ELECTRICAL

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### I. GENERAL

The scope of the electrical review encompasses an examination of the design drawings, specifications, and computations for compliance with the applicable Codes, Standards, and Port Authority Design Criteria.

### II. CODES AND REGULATIONS

#### A. New York City:

1. National Electrical Code with New York City amendments.
2. New York City Building Code.
3. Energy Conservation Construction Code of New York State

#### B. New Jersey:

1. New Jersey Uniform Construction Code.
2. National Electrical Code.
3. Illuminating Engineering Society Standard EMS-1, Lighting Power Budget Determination Procedure.

#### C. Federal:

1. Federal Aviation Administration Advisory Circulars for Airports.
2. Americans with Disabilities Act (ADA).

### III. STANDARDS

1. NFPA 20, Centrifugal Fire Pumps.
2. NFPA 409, Aircraft Hangars.

#### **IV. PORT AUTHORITY DESIGN CRITERIA**

##### **A. General:**

1. Electrical power shall be purchased from the PA for tenancies in the New York Airports and the Port Authority Bus Terminal. All metering wiring shall be shown on the drawings where power is purchased from the PA.
2. Medium voltage (over 600 volts) switchgear, transformers, and splicing chambers, that are installed indoors, shall be installed in vaults.
3. Construction over existing duct banks and manholes is not permitted. Existing duct banks which fall within the footprint of the structure shall be relocated prior to commencing construction. Manholes shall not be installed within the footprint of a structure.
4. Exploded-view drawings of existing and proposed electrical manholes in which the Tenant performs any work shall be submitted for review.
5. For fire detection and alarm requirements see Section 12 of this Manual.
6. For aircraft loading walkway requirements see Section 13 of this Manual.
7. For fire shutters in conveyor systems see Section 5 of this Manual.
8. PVC conduits shall not be used above ground within buildings. PVC conduits and PVC insulation for wiring other than that for communications systems or remote control, signaling, or power limited circuits shall not be used in Lincoln, Holland and PATH tunnels.
9. The minimum size of underground conduits for power and communication system shall be 2 inches.
10. All underground duct banks shall be concrete encased and installed 2'-6" minimum below finished grade. The design and installation shall conform to PA standard detail for duct bank design (See Attachment E1)

11. Conduits shall enter and leave manholes perpendicular to the short-side walls. A drawing with tablet information showing each proposed manhole and its duct bank layout that is to be used for the power and communication systems shall be provided for all projects.
12. Shop drawings of medium voltage or service entrance switchgear shall be submitted for PA approval in advance of fabrication. Switchgear shall be inspected by the PA at the factory.

**B. Medium Voltage Power System, New York Airports:**

1. The incoming service shall be designed with a minimum of two (2) feeders, with automatic switch-over operation. The service shall be either:
  - a) Primary Selective
  - b) Secondary Selective
  - c) Primary and Secondary Selective
  - d) Spot Network
2. Primary selective switchgear shall be arranged with a mechanically interlocked tie switch to allow one feeder to supply the entire load. Medium voltage switchgear shall be as manufactured by the S&C Company.
3. Each incoming service switch shall be provided with a grounding switch, arranged to ground the incoming feeder (line side of switch). Mechanical Interlocks shall be provided to prevent closing the grounding switch if the feeder is energized. Kirk Key Interlocking System shall be provided for the incoming equipment (Load Interrupter Switch(s), Grounding Switch(s), Low Voltage Main Breaker(s)) in compliance with the "Interlocking and the Grounding" procedures at a specific airport and specific application. The interrupting rating shall be 270MVA for JFK International Airport and 180MVA for LaGuardia Airport.
4. All incoming feeders shall be copper conductor, EPR insulated, Flat Strap Cable (FSC), in accordance with PA Standard Specification, Section 16121. The main feeder size shall be 500 kcmil or 750 kcmil, as determined by the PA. The minimum tap size shall be

4/0 AWG. Cables shall be manufactured by a factory approved by Con Edison.

5. Transformers shall be dry type, vacuum pressure impregnated. For outdoor locations, transformers shall be cast coil construction (primary and secondary).
6. The Tenant's drawings shall include a complete one-line diagram showing all primary connections, switching and interlocks; power source, routing and feeder designations; size and type of feeder and conduit; KVA rating; types and voltages of all transformers; and all load data in justification of the amount of power requested.
7. Shop drawing and/or catalog cuts for the medium voltage cables, splices and terminations shall be submitted for approval.
8. PA specifications for the medium voltage installation shall be used.
9. A short circuit current calculation and coordination study for the proposed power system shall be submitted for review.
10. Each incoming service shall be provided with required PA approved metering current transformers (CT's) and potential transformers (PT's). The CT's and PT's shall be connected to the primary side of the incoming feeders.
11. Dual power sources with automatic transfer from both Incoming feeders' metering PT's shall be provided for the totalizer.
12. Provide a fire-treated plywood backer board for mounting the required meter plans and other metering devices including conduits, fittings, and wires for the installation of PA meters and totalizer. Metering equipment to be installed outdoors shall have a NEMA Type 3R enclosure. Meters and totalizer will be provided by PA and shall be installed by the tenant.
13. Underground conduits to be used for the medium voltage power system shall be fiberglass reinforced

epoxy (FRE). Minimum conduit size shall be five-inch. Provide twenty percent spare (empty) conduits, but not less than two in each duct bank. Duct banks of alternate feeder shall be separated by a minimum of twenty feet and terminated in separate manholes.

14. Between manholes in the medium voltage power system, the total bending radius for underground duct banks shall not exceed 90 degrees and shall utilize wide sweeps.
15. Calculations of maximum pulling tension for all medium voltage cable to be installed into the underground duct banks shall be submitted for review.
16. All manholes shall be designed as per PA standards (see Attachment E1). Size of manhole shall be determined based on the number and size of cables, wires, and conduits allowed. For areas where a PA standard manhole is not appropriate, submit a proposed manhole design including all dimensions and design calculations for review.

C. Port Authority Bus Terminal: See Attachment E2.

## V. DETAILS OF ELECTRICAL REVIEW

The following are representative of items reviewed:

1. Existing code violations in areas affected by the work.
2. The power distribution system (feeders, switchgear, transformers, panels and over-current protective devices), including coordination of plans regarding connections and available capacities with PA utilities. A one-line diagram giving source identification, conductor types and sizes, connected and demand loads, basis of source capacity, voltage drop, and adequacy of over-current protection shall be presented. Characteristics of special loads, e.g., large motor loads, shall be detailed. Key- and mechanical- interlocks shall be shown, identifying operational procedures for energizing, de-energizing and grounding of medium voltage equipment.
3. Obstruction, envelopment or elimination of electrical ducts, vaults, manholes, and hand-holes by new construction.

4. All materials and apparatus shall have been tested and approved for the proposed use by the agency or testing laboratory recognized in the relevant jurisdiction. See Section 14 of this Manual.
5. Coordination with other trades such as:
  - a. Architectural: Place of assembly lighting; electric door locks; exit signs; egress lighting; fire stopping.
  - b. Structural: Suspension of lighting fixtures; weight of storage batteries.
  - c. Mechanical: Ventilation and cooling of electrical rooms; diffusion of battery gases; fire and smoke detection for air handling systems.
  - d. Environmental: PCB removal.
  - e. Civil: Underground utilities.
6. Wiring methods (conductors and raceways).
7. Grounding, including system grounding of derived systems such as transformers and generators.
8. Communications wiring with regard to radiation, electromagnetic interference, electrical safety, and fire hazards.
9. Signal wiring and emergency power for fire alarm and detection systems.
10. Emergency power for lighting, exit lights and signs, and opening protectives.
11. Computer room disconnecting means for electronic and HVAC equipment.
12. Code limitations on plastic light diffusers and Port Authority standard for plastic signs.
13. Alarm, detection, and visible and audible alerting devices. See Section 12 of this Manual.

14. Physical safety, such as clearances around equipment, and exit provisions from within electric rooms.
15. Telephone installation shall not have any components in common with the power or lighting installation.
16. The coordination of fire detection and fire suppression provisions with designs for open wiring such as in computer rooms and raised floors. For guidance, see NEC Article 645.
17. Transformers and capacitors that are PCB-contaminated or PCB-filled shall be identified.

Any operation, including repairs, that can possibly cause PCB to spill, must be coordinated with the Facility Manager.

The Tenants shall comply with the requirements of:

- a. Toxic Substance Control Act (Federal).
  - b. Regulations of federal, state, and local environmental protection agencies.
18. The support of all equipment shall comply with the provisions of Section 6 of this Manual.
  19. Energy conservation.



## SECTION 10

### MECHANICAL

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#### I. GENERAL

The scope of the mechanical review will be for compliance with the codes and standards listed below, and will include the installation and alteration of service equipment and systems.

The following is a representative list of systems reviewed:

Heating, ventilating, air conditioning, and refrigeration.

Smoke control and purge systems.

Fire suppression systems and controls.

Handling and storage of gases or fluids that are volatile, combustible, flammable, toxic or corrosive.

Pressure vessels, fired and unfired.

Industrial processes. Bulk storage and distribution of fuel and gases (glycol, LPG, LNG, etc.)

Airport fuel distribution systems.

Energy conservation.

Water recovery processes.

Control of methane under buildings.

Cargo handling equipment (ETV, etc.)

Emergency generators, fuel tanks, and piping

#### II. CODES AND REGULATIONS

- A. New York City
  - 1. New York City Building Code, and its Reference Standards, such as those for Elevators, Conveyors, ASHRAE, SMACNA, NFPA, etc.
  - 2. New York City Fire Prevention Code.

3. Energy Conservation Construction Code of New York State
4. New York State Department of Environmental Conservation Regulations and Federal Clean Air Act.
5. Rules of the City of New York:
  - Title 1, Department of Buildings.
  - Title 2, Board of Standards and Appeals
  - Title 3, Fire Department
  - Title 24, Department of Health

B. New Jersey:

1. New Jersey Uniform Construction Code (NJUCC), its bulletins and sub-codes with their Supplements and Reference Standards.
2. Rules, New Jersey Bureau of Air Pollution Control (Certification) and Federal Clean Air Act.
3. NJAC - Title 7, Environmental Protection Laws.

III. **STANDARDS**

- A. ASME: Boiler and Pressure Vessel Code.
- B. ANSI:
  - Pressure Piping Codes.
  - B-30.13d Storage/Retrieval (S/R) Machines and Associated Equipment
  - B-31.1 Power Piping.
  - B-31.3 Petroleum and Chemical Plant Refinery Piping.
  - B-31.4 Liquid Petroleum Transportation Piping Systems.
  - B-31.9 Building Service Piping.
- C. API (American Petroleum Institute):
  - 5L Steel Line Pipe.

600 Series For Pumps, Valves, etc.

1104 Welding.

D. National Fire Protection Association (NFPA) Standards:

NFPA 30, Flammable and Combustible Liquids Code.

NFPA 407, Aircraft Fuel Servicing (Fueling systems).

NFPA 415, Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways.

NFPA 54, National Fuel Gas Code.

E. CGA (Compressed Gas Association): Compressed Gas Handbook.

F. ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.) Standards.

G. Petroleum Equipment Institute - Recommended Practices for Installation of Underground Liquid Storage Systems.

**IV. PORT AUTHORITY DESIGN CRITERIA**

A. Airports:

Aircraft Fueling Service:

1. Work affecting the airport fuel distribution system shall be coordinated with the existing airport system for compatibility, surge pressure safety, and system design check: Depending on the nature of the modification, surge pressure calculations may be required.
2. All automatic control valves shall be performance tested in compliance with the PA Engineering Department's initial contract requirements for the airport fuel systems.
3. Valving at fuel storage tank connections and at truck loading racks, beneath surge suppressors or hydrant valves shall be constructed with supplemental fire rated

safety stop valves. These safety stop valves shall be closed by fusible link action upon exposure to fire, and shall conform to UL or API Fire Tested Valve Safety Standards.

4. For the protection of building walls around pressure surge suppressors see Section 5-IV.B.1.e of this manual.
  5. For the protection of the ramp drainage inlets see Section 8.III.C.2.b of this manual.
- B. Port Authority Bus Terminal: See Attachment M1 for HVAC Design Criteria.
- C. General:
1. PVC piping shall not be used above ground within buildings.

## **V. DETAILS OF MECHANICAL REVIEW**

The following are representative of items reviewed:

- A. Existing code violations in areas affected by the work.
- B. General system design:
1. Coordination of all new work with existing conditions.
  2. Materials, operating and safety controls, equipment approval.
  3. New controls interface with existing control system
  4. Requirements for system and equipment testing and inspection.
- C. Specific System Design:
1. HVAC:
    - a. Shaft requirements for pipes and air ducts.
    - b. Fire/smoke dampers at ducts through rated partitions and floors.

- c. Installation details for fire dampers to stay in place if a duct is disrupted. (See SMACNA Fire Damper Guide).
  - d. Fire detector and smoke detector requirements for fan systems to shut fans and smoke dampers automatically and transmit signal.
  - e. Fire resistive insulation materials.
  - f. Air filters in ventilating systems
  - g. Ventilation Index Schedule (for New York City only).
  - h. Smoke control systems.
- 2. Commercial type cooking/equipment: Grease ducts, extractors, dampers, insulation, fixed pipe fire extinguishing systems in hoods and ducts.
  - 3. Noise and vibration control.
  - 4. Energy Conservation: Building envelope analysis, design criteria, and thermal performance of component systems.
  - 5. Bulk storage of liquids and gases: Tanks, piping, supports, anchorage, clearances, electrical grounding, Fire Department regulations, and leak detection.
  - 6. Battery Charging Spaces:
    - a. The components of the charging system shall be approved in New York City by an agency such as the Board of Standards and Appeals (BS&A), the MEA, or the Advisory Board of the Bureau of Electrical Control (Department of Buildings); in New Jersey, by a nationally recognized evaluation service.
    - b. An adequate ventilation (exhaust) system shall be designed to prevent the accumulation of an explosive mixture of gases in the battery room under the worst conditions of battery and/or charger failure.



## SECTION 11

## PLUMBING

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### I. GENERAL

The scope of the plumbing review shall include the installation of and alteration to the following systems, in accordance with the applicable codes and standards:

Water supply and distribution.

Sanitary and storm drainage and disposal.

Industrial wastes.

Sprinklers.

Fire standpipes.

Gas piping.

### II. CODES AND REGULATIONS

#### A. New York City:

1. New York City Building Code and its Reference Standards.

2. New York City Fire Prevention Code.

3. Rules of the City of New York:

Title 1, Department of Buildings.

Title 3, Fire Department

Title 24, Department of Health

Title 15, Department of Environmental Protection

4. Directive and Memoranda of the Department of Buildings

#### B. New Jersey:

1. The New Jersey Uniform Construction Code (NJUCC), its bulletins and the sub-codes with their Supplements

and Reference Standards.

**III. STANDARDS**

- A. See Sections 8 and 12 of this Manual.
- B. National Sanitation Foundation approval for Kitchen equipment.

**IV. PORT AUTHORITY DESIGN CRITERIA**

- A. General:
  - 1. PVC piping shall not be used above ground within buildings.
  - 2. Fire standpipe hose shall be approved 100% synthetic single jacket fire hose.
  - 3. Clamps for no-hub piping shall be those manufactured by Clamp-all Corp, Huskey SD series 4000 or approved equal.
  - 4. All hubless pipes shall be anchored at each side of hub and at five (5) foot intervals.
  - 5. In demolition work, unused piping shall not be abandoned in place. Piping shall be removed back to source or point of discharge, and the resulting openings plugged. Such work shall be shown on the drawings.
  - 6. Oil separator effluents shall be discharged into the sanitary sewer system.
- B. Port Authority Bus Terminal: See Attachment M2 for Plumbing and Fire Protection Design Criteria

**V. DETAILS OF PLUMBING REVIEW**

The following are representative of items reviewed:

- 1. Complete layout and riser diagrams.
- 2. Existing conditions and systems shall be shown in sufficient detail to enable the review of proposed alterations.
- 3. Specifications for materials, equipment, fixtures, insulation,

installation, procedures, etc.

4. Existing code violations in areas affected by the work.
5. The following is a partial list of items to be shown in the design documents:
  - a. Plumbing:
    - i) Floor plans showing the location, layout and spacing of all plumbing fixtures, the summation of plumbing loads; the size, location, and material for all building sewers and drains, and the soil, waste, vent, water, and gas distribution piping.
    - ii) Riser diagrams showing:
      1. Story heights.
      2. All plumbing fixtures with diagrammatic arrangement of their connections to soil, waste, and vent piping.
      3. All soil, waste, and vent stacks from the point of connection with the building drain to their termination above the roof.
      4. All leader and storm water piping from the point of connection with the building drain to the roof drain.
      5. All water and gas risers.
    - iii) All appurtenant equipment, including but not limited to, pumps, ejectors, waste tanks, backflow preventers, grease interceptors and piping shall be indicated clearly on the plans.
  - b. Fire Standpipe:
    - i) Floor plans showing the location and size of all risers, cross-connections, hose racks, valves, siamese connections, source of water supply, piping, and other essential features of the system.
    - ii) Riser diagrams showing the essential features of the system and indicating the risers, cross-

connections, valves, siamese connections, tanks, pumps, sources of water supply, pipe size, capacities, floor heights, zone pressures, and other essential data and features of the system.

- iii) The available water pressure at the top and bottom floors of each zone, and at each floor where the weight of pipe fittings change, shall be shown on the riser diagram.

c. Sprinkler/Fire Protection System:

- i) The location and size of water supplies and the location, spacing, number, and type of sprinklers to be used, with approximate location and size of all feed mains, risers, valves, Siamese connections, and other essential features of the system.
- ii) A diagram showing the proposed sprinkler system in relation to principal construction features of the building, such as its size, walls, columns, and partitions, and such other information as may be necessary for the evaluation of the system.
- iii) The location, number, and type of any electrical or automatic devices to be used in the system.
- iv) The available water pressure at the top and bottom floors of each zone shall be shown on the riser diagram.
- v) Hydraulic calculations with all pertinent information as required by NFPA 13.
- vi) Other fire suppression systems. Plans for chemical or gaseous fire suppression piping systems shall contain the type of extinguishing agent and number and size of agent containers; size, length, and type of all piping that will be used; number and location of all fusible links or detectors and the temperature setting.

## SECTION 12

### FIRE PROTECTION

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#### I. GENERAL

The scope of the review shall include the design of various fire detection, alarm, and suppression systems.

#### II. CODES, REGULATIONS, AND STANDARDS

Fire Protection is an integral part of several disciplines contained in all building, mechanical, electrical, and fire protection codes.

See Architectural, Electrical, Mechanical, and Plumbing Sections of this Manual for the applicable codes, regulations and standards.

The National Fire Protection Association (NFPA) Standards will be used in areas not covered by codes.

#### III. PORT AUTHORITY DESIGN CRITERIA

- A. Where an automatic sprinkler system is required by code in a building or space, sprinklers must also be provided in the following areas:
1. Automatic sprinklers shall be provided in electric closets. Sprinklers shall not be required in the closets where all of the following conditions are met.
    - a. The room is dedicated to electric equipment only.
    - b. Only dry-type electrical equipment is used.
    - c. Equipment is installed in a 2-hour fire-rated enclosure including protection for penetrations.
    - d. No combustible storage is permitted to be stored in the room.
    - e. A smoke detector connected to the building fire alarm system is installed in the space.
  2. Automatic sprinklers shall be provided in all elevator machine rooms. Elevator shaft and pit sprinklers shall be installed in compliance with the applicable codes.
- B. Concealed conveyor spaces inaccessible to firefighting equipment shall be provided with a sprinkler system. Spaces over all types of ceilings are considered inaccessible.

**C. Fire Alarms:**

**1. General:**

- a. Municipal fire alarm boxes shall be furnished and installed in conformance with the regulations of the Fire Department of the municipality in which the work will occur. These regulations shall control the type of devices to be used.**
- b. Proprietary and central station alarm systems in the PA facilities, where provided, shall be compatible with the existing systems. When new systems or complete systems upgrading are provided in a building or complex within a PA facility, a Point Addressable Programmable System capable of interfacing with the facility central station shall be used. The system shall clearly identify the type of alarm, the exact location of origin within the building, and the status of the system and the device.**
- c. All fire alarm station signals shall be transmitted to a central station via leased telephone lines (Police Emergency Garage or other designated location). At LaGuardia Airport, fiber-optic cable is used to carry signals from each building to the Police Emergency Garage.**
- d. Manual fire alarm activation, sprinkler water flow activation, and heat and smoke detector activation, shall activate the audible and visual alarms at facility-designated locations within buildings, and also send an appropriate signal to the central station. This signal shall identify the location within the building and indicate the type of alarm originating device and status. Each originating device shall provide a distinct signal, unlike that of any other device.**

**2. Port Authority Bus Terminal:**

**See Attachments M1 and E2 for smoke and fire detection requirements.**

#### **IV. DETAILS OF FIRE PROTECTION REVIEW**

The following are representative of items reviewed (See Section 11.V.5.b and c for additional items):

1. Sprinkler and other systems using dry chemicals, foams, gaseous, and other extinguishing agents shall be shown on drawings, signed and sealed by the Architect or Engineer of record, or if prepared by a specialized consultant, signed and sealed by such licensed consultant. Said consultants must be licensed to practice in the State in which the work will be performed.
2. Sprinkler plans shall indicate or list the appropriate information and data specified in NFPA Standard 13 regarding available water-sources, supply pressure, number and type of sprinklers (manufacturer, model, etc.), fire department connections, hazard classification, alarm devices and supervisory connections. Hydraulic computations shall be submitted when used.
3. A complete Fire Alarm riser diagram showing locations of all stations, visible and audible alerting devices, control panels, and wiring shall be provided.

## SECTION 13

### PROTECTION FROM AIRPORT RAMPSIDE FUEL SPILL FIRE

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#### I. GENERAL

The following are minimum guidelines for the design of protective measures to reduce the hazard of a ramp-side fuel fire.

#### II. CODES AND REGULATIONS

Building codes, where applicable, shall serve as minimum design criteria.

#### III. STANDARDS

The National Fire Protection Association (NFPA) standards shall be used, where applicable. The following are representative NFPA standards to be used in conjunction with PA design criteria (see paragraph IV):

- A. Terminal Buildings, Satellites, Fingers, Aircraft Loading Bridges, etc:
  - 1. NFPA 407: Aircraft Fuel Servicing - Proximity of vent and fill points to air intake points on the building and the proximity of the building to fueling hydrants, cabinets, and pits.
  - 2. NFPA 415 — Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways:
    - a. Special provisions for below-grade areas to be protected from fuel and vapor penetration.
    - b. Distance and protection of heating and ventilation openings on the building, and openings to certain mechanical rooms, from points of potential fuel or vapor release.
    - c. Exit doors discharging onto ramps shall be marked "EMERGENCY EXIT ONLY"
    - d. Protection of window glass when potential fuel spill points (pfs) are within 100 feet (also see

paragraph IV.A.1).

- e. Proximity of aircraft fueling ramp drainage points to structures and ramp gradients.
- f. Aircraft loading walkways.

#### **IV. PORT AUTHORITY DESIGN CRITERIA (See Attachment RFS-1)**

##### **A. Terminal Buildings, Satellites, and Fingers:**

The exterior walls of the building shall be protected as follows:

1. There shall be no potential fuel spill points (pfsp) such as fueling hydrants, catch basins, fuel tank fill connections, etc., within 50 feet of the building.

Exception: Aircraft may be positioned with a minimum distance of 25 feet from the building to the aircraft fuel system vents or fuel tank openings provided that there are no combustion and ventilation air-intake to any boiler, heater, or incinerator room within 50 feet of the vent or tank openings. Exit doors or exit stairs opening onto the apron within 50 feet of pfsp must be protected by a full height radiation barrier.

2. Large areas of window glass, covering more than 50% of a wall, which has a distance of less than 100 feet from a pfsp, shall be protected by means of an automatic system of water curtain or fire shutters activated by an appropriate fire detection system.

Note: In determining the above percentages, only that portion of the wall not backed by the building's structural components should be included. Also, the distance from the pfsp shall be measured horizontally to the center of the wall.

##### **B. Aircraft Loading Walkways:**

1. The design shall provide a safe exit route from the aircraft for a period of at least five (5) minutes under severe fire exposure conditions, equivalent to a free-burning jet fuel spill fire, in compliance with NFPA 415. The engineer-of-record shall certify compliance in

writing and submit the test reports and computations as defined in NFPA 415 to demonstrate compliance.

2. Loading Walkways shall be designed to prevent sudden failure (collapse, explosion, or development of excessive smoke and gases) during the ten (10) minute test.
3. Walkways shall comply with the following:
  - a. A maximum travel length of 150 feet. Portions exceeding 150 feet shall be designed as part of the terminal building.
  - b. A minimum width of 44 inches or the width of the aircraft door being served, whichever is larger.
  - c. Non-slip floor covering.
  - d. Emergency lighting.
  - e. Light diffusers of plastic material shall be of an approved type for exits, or wired glass shall be used.
4. Compliance shall include:
  - a. Structural integrity of the walkway under the fire conditions. For structural criteria see Section 6 of this Manual.
  - b. Integrity of flexible closures, slat curtains, and miscellaneous seals with weather-stripping curtain with respect to smoke penetration through cracks and openings shall be established.

Particular attention must be paid to the following details:

- i) There shall be no direct path for flame or smoke between the exterior and the interior of the bridge.
- ii) The junctures of bridge components, such as hinge pins and slat curtains, shall be covered or sealed with appropriate fire resistant material.

- c. The positive pressure ventilation fan shall be of sufficient capacity to provide and maintain a positive pressure throughout the bridge and shall be automatically activated anytime that an aircraft is at the bridge.
- 5. The door opening into the walkway shall have an electrical interlock to prevent opening until the walkway is engaged with the aircraft.
- 6. The aircraft loading walkway shall not be located over any drainage outlets. See NFPA 415.
- 7. The electrical installation shall comply with the (stricter) applicable requirements of the National Electrical Code and the local Electrical Code, particularly with the Hazard Requirements; i.e., presence of flammable vapors from aircraft fueling, venting, and storage points.
- 8. The hydraulic and electrical system for the walkway shall be demonstrated to be fail-safe.

## SECTION 14

### MATERIALS AND EQUIPMENT APPROVAL AND INSPECTION

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#### I. GENERAL

The purpose of this section is to outline:

- A. The requirements for acceptance (approval) of materials, assemblies, forms, methods of construction, and the intended use of equipment.
- B. The requirements for inspection of materials, assemblies, and construction.

#### II. CODES AND REGULATIONS

See the Technical Sections of this Manual

#### III. NEW YORK CITY

- A. Approval/Acceptance of Materials, Equipment, etc.:

No material, assemblies, forms, method of construction, equipment, machinery, and devices, which are regulated by the provisions of the code, will be acceptable for the intended use unless:

- 1. It is tested for compliance with code requirements and accepted by the Materials and Equipment Acceptance (MEA) Division of the New York City Department of Buildings.
- 2. Or, previously approved by the New York City Board of Standards and Appeals (BS&A).

MEA or BS&A resolutions of approval shall be submitted for review along with other documents.

Manufacturers' or distributors' letters are not acceptable. See New York City Building Code, Sections 27-130, 27-131, 27-134, and 27-135 for specific requirements.

**B. Inspection:**

**Controlled Inspection (Code Sections 27-132 and 27-136)**

1. All materials, equipment, and construction designated by the Code for "controlled inspection" shall be inspected and/or tested to verify compliance with the Code.
2. Controlled inspection shall be made and witnessed by or under the direct supervision of the registered architect or professional engineer (A/E of record), retained by the tenant.
3. All items subject to controlled inspection shall be listed on the title sheet of the plans, or the sheet immediately following.

The following list contains items subject to controlled inspections, as well as the relevant Code sections, where applicable. Effort has been made to make this list as inclusive as possible. Other items subject to controlled inspection, as required by NYC Building Code, that have been omitted in this list must also comply.

**Foundation:**

Borings or test pits .....	27-720
Piles .....	27-721
Sub-grade for foundation .....	27-723
Controlled fill .....	27-679(a)
Underpinning .....	27-724
Soil Load bearing tests .....	27-681

**Concrete:**

Strength tests .....	27-607(a)(1)
Reinforcement.....	27-607(a)(3)
Placement.....	27-607(a)(3)

Formwork.....	27-1035(b)
Pre-stressed.....	Table 10-1, 10-2
<b>Steel:</b>	
i.    Welding .....	Code Table 10-2
ii.   H.S. bolts .....	Code Table 10-2
iii.  Cable fittings .....	Code Table 10-2
Aluminum, welding .....	Code Table 10-2
Laminated wood .....	Code Table 10-2
Masonry .....	Code Table 10-2
Exterior Wall Insulation and Finish Systems .....	27-335.1( c )13
Fire-stopping .....	27-345(h)
Spray-on fireproofing .....	27-324(f)
Heating and combustion .....	27-793(a)
Equipment .....	27-794(b)
Ventilation systems .....	27-779, 27-780
Refrigeration systems .....	27-781
High pressure systems .....	Department of Buildings, Rules Section 20-02(b)(2)(i)
Chimney smoke vent .....	27-856(e), 27-879(b)
Welding of gas distribution piping .....	RS-16, P115.8(h)
Curtain/Panel Wall .....	Rules of the City of New York, Title 1,

Department of  
Buildings, Chapter 32.

Structural integrity during  
construction operations.....

Rules of the City of  
New York, Title 1,  
Department of  
Buildings, Rules  
Chapter 16.

#### IV. NEW JERSEY

##### A. Approval/Acceptance of materials, Equipment, etc.:

1. Acceptance of materials, assemblies, equipment, forms, methods of construction, etc., shall be based on certified test reports from approved agencies. See Building, Mechanical and other sub-codes of New Jersey Uniform Construction Code (NJUCC).

Note: Approvals from the New York City Material and Equipment Acceptance (MEA) Division are acceptable. See Paragraph III.A.1.

2. See NJUCC, Section 5:23-4.26 for certification of building elements, such as trusses, fire walls, fire separation walls, wall panels, pre-stressed/pre-fabricated floor or roof panels and pre-engineered structural frames.

##### B. Inspection:

Special Inspection (New Jersey Uniform Construction Code Section 5:23-2.20):

1. All "special inspections" shall be made and required by the code shall be made and conducted under the supervision of the registered architect or professional engineer(A/E of record) retained by the tenant.
2. All items subject to "special inspection" shall be listed on the title sheet of the plans, or the sheet immediately following.

The following is a list of items subject to "special inspection of critical construction components." Effort has been made to make this list as inclusive as possible

based on the current sub-codes adopted by the NJUCC. Other construction items subject to "special inspection" as required by these codes that have been omitted in this list must also comply:

- a. Inspection of Fabricators
- b. Steel Construction:
  - i. Erection:  
Installation of  
High strength bolts
  - ii. Welding
  - iii. Details
- c. Concrete Construction:
  - i. Materials
  - ii. Installation of  
Reinforcing and  
Pre-stressing Steel
  - iii. Concreting Operations
  - iv. Inspection during  
Pre-stressing
  - v. Manufacturer of  
Pre-cast Concrete
  - vi. Erection of Pre-cast  
Concrete
- d. Masonry Construction
- e. Wood Construction
- f. Foundations:
  - Soils (Site Preparation, Fill Placement,  
and In-place density)
  - Pile foundations

**Pier foundations**

- g. Wall panels and veneers**
- h. Sprayed fire resistive materials**
- i. Exterior insulation and finish systems**
- j. Special Cases**

## SECTION 15

## ENVIRONMENTAL

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### I. GENERAL

The scope of environmental review shall include asbestos and lead paint management, soil and water sampling and analyses, soil and waste excavation - use or disposal, soil or ground water remediation, underground storage tank installation, testing, repair or removal; air emission sources, waste water processes and discharges. Documents will be reviewed for compliance with applicable codes, regulations and standards. Reports on the results of environmental investigations and analytical results shall be submitted to the Port Authority.

The following types of documents shall also be submitted to the Port Authority:

- A. Best management Plans
- B. Spill Plans
- C. Record of Decision
- D. No Further Action
- E. Site Inactivation
- F. All official correspondences with regulatory agencies

### II. CODES, PROGRAMS, AND REGULATIONS

The following federal, state and local environmental laws, regulations, and programs, as applicable:

- A. Federal:
  - 1. Clean Air Act.
  - 2. Clean Water Act, including Underground Storage Tank and Spill Regulations.
  - 3. Federal Insecticide, Fungicide, and Rodenticide Act.

4. Noise Control Act.
5. Occupational Safety and Health Act.
6. Resource Conservation and Recovery Act.
7. Toxic Substances Control Act.
8. National Environmental Policy Act

B. New York City:

1. Administrative Code of the City of New York.
2. Asbestos Control Program.
3. Department of Sanitation Codes.
4. New York State Department of Environmental Conservation Programs.
5. New York State Environmental Quality Review Act.

C. New Jersey State:

1. New Jersey Administrative Code.
2. Industrial Site Recovery Act (ISRA).
3. NJ Department of Environmental Protection Program.

III. **STANDARDS**

1. Port Authority Standard Specifications for Asbestos Removal
2. Port Authority Standard Specifications for Lead-based Paint Removal
3. National Fire Protection Association.
4. American Petroleum Institute Guidelines.

#### **IV. DETAILS OF ENVIRONMENTAL REVIEW**

The following are representative of items reviewed:

- A. Asbestos Management:
  - 1. Work procedures and staging.
  - 2. Dimensions, plans, and isolation barriers.
  - 3. Decontamination system.
  - 4. Ventilation and air control systems.
  - 5. Documentation.
  
- B. Soil/Water sampling, analyses, use, disposal:
  - 1. Location and depth of samples.
  - 2. Test parameters.
  - 3. Soil/Water disposal methods.
  - 4. Documentation.
  
- C. Underground Storage Tanks:
  - 1. New tank installation.
  - 2. Results of tank tests and monitoring.
  - 3. Tank removal or abandonment.
  - 4. Tank repair.
  - 5. Documentation.



## SECTION 16

### CORROSION CONTROL/CATHODIC PROTECTION

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#### I. GENERAL

The scope of the corrosion control/cathodic protection review includes an examination of the of the cathodic protection, coatings and other related systems design drawings, specifications, and computations for all metallic structures exposed to underground, marine, or atmospheric environment, (including atmospherically exposed reinforced concrete) in regard to their compliance with the codes, standards, and Port Authority Criteria.

#### II. CODES, STANDARDS AND REGULATIONS

##### A. Federal:

1. Environmental Protection Agency: 40 CRF Parts 280 and 281.
2. Department of Transportation: Title 49, Parts 191, 192, 193 and 195.

##### B. New York:

New York State Department of Environmental Conservation: 6NYCRR Parts 612, 613, 614.

##### C. New Jersey:

New Jersey Department of Environmental Protection: Subchapter 4.

#### III. STANDARDS

1. NACE International Standards: RP 0169, RP 0285.
2. ASTM Standards: G3, G4, G5, G51, G57, G97, and G102.

**IV. PORT AUTHORITY CRITERIA**

- A. The design of all Corrosion Control/Cathodic Protection Systems shall be performed by a NACE certified Corrosion Specialist or Cathodic Protection Specialist.
- B. The cathodic protection systems shall be compatible with the existing systems at the PA facility.
- C. The design of the systems shall take into account the presence of stray currents and their impact on existing and proposed structures, and the impact of connecting structures into existing cathodically protected structures.
- D. The design shall take into account the monitoring requirements for compliance with the respective state agencies and federal regulations for corrosion control.
- E. In New York, all cathodic protection systems shall be registered with the "Greater New York Corrosion Committee" and in New Jersey, all cathodic protection systems shall be registered with the "New Jersey Corrosion Committee."
- F. All cathodic protection systems shall be energized and tested by a NACE certified Corrosion Specialist or Cathodic Protection Specialist. A report shall be prepared and submitted to the Port Authority. The report shall document all settings, protection levels, and the impact of stray currents on all nearby structures. Recommendations for mitigation of said interference effects shall be included.

**V. DETAILS OF CORROSION CONTROL / CATHODIC PROTECTION REVIEW**

The following are representative of items reviewed:

- A. Calculations and reports shall include, but not be limited to, the following:
  - 1. Results of a corrosion site investigation, including soil resistivity testing, chemical analysis of soil samples at proposed structure depth, and stray current testing. Also, a review of previous data and corrosion control designs by the Port Authority or others, with conclusions

regarding how to best coordinate proposed and existing systems.

2. Cathodic protection design basis including design life assumptions, maintenance requirements, current density assumptions and other extraordinary factors that would impact on system performance and/or life. If proposed structures are to be connected to existing structures that are cathodically protected, the impact on the existing cathodic protection system by the interconnection shall be considered.
3. Evaluation of alternative system materials and installation configurations and consideration of the life cycle cost.
4. Consideration of stray current effects on existing structures in the area of the proposed structures.

B. Plans shall include, but not be limited to:

1. Location and plot plan with lease lines, showing all the coordinates.
2. All underground utility service lines (proposed and existing).
3. Plan of all cathodic protection system components, interconnections, test station locations.
4. Details of all systems components, including but not limited to anodes, junction boxes, rectifiers, test facilities, remote monitoring facilities.

C. Specifications shall include, but not limited to:

1. The scope of work and materials required for the construction of the proposed cathodic protection systems.
2. Qualifications for the installation contractor and the cathodic protection specialty contractor.
3. Specialized installation methods to be used to install an effective and reliable cathodic protection system.

4. **Testing and monitoring requirements for the systems to insure the proper operation of both new and existing systems for the life of the system.**

## SECTION 17

## TRAFFIC

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### I. GENERAL

The scope of the traffic review shall comprise an examination of the design drawings and specifications for compliance with the latest applicable standards, including those of the Port Authority. The design documents associated with Traffic Engineering shall be related to both permanent-type traffic improvements and/or temporary controls for work zones involving construction, maintenance, or incident management operations (commonly referred to as 'maintenance and protection of traffic').

### II. STANDARDS

#### A. Federal – Applicable to all Facilities:

1. Federal Highway Administration (FHWA):
  - a. Manual on Uniform Traffic Control Devices (MUTCD).
  - b. Traffic Control Devices Handbook (TCDH).
  - c. Standard Highway Signs.
  - d. Standard Alphabets for Highway Signs and Pavement Markings.
  - e. Standard Color Tolerance Charts.
  - f. Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.
  - g. Railroad-Highway Grade Crossing Handbook.
2. Transportation Research Board (TRB):
  - a. Highway Capacity Manual, Special Report 209.

3. American Association of State Highway and Transportation Officials (AASHTO):
  - a. A Policy on Geometric Design of Highways and Streets.
  - b. Roadside Design Guide.
  - c. Standard Specifications for Highway Bridges.
  - d. Guidelines for the Selection of Supplemental Guide Signs for Traffic Generators Adjacent to Freeways.
  - e. List of Control Cities for Use in Guide Signs for Traffic Generators Adjacent to Freeways.
  - f. Guidelines for Geometric Design of Very Low-Volume Local Roads ( $ADT \leq 400$ ).
  - g. Highway Safety Design and Operations Guide.
4. Institute of Transportation Engineers (ITE):
  - a. Standard for Vehicle Traffic Control Signal Heads.
  - b. Standard for Pedestrian Traffic Control Signal Indications.
  - c. Standard for Flashing and Steady Burn Barricade Warning Lights.
  - d. Standard for Traffic Signal Lamps.
  - e. Trip Generation Manual.
  - f. Turning Vehicle Templates.
  - g. Traffic Signing Handbook.
  - h. Design and Safety of Pedestrian Facilities.
  - i. Manual of Traffic Signal Design.
  - j. Standard for Traffic Control Systems.

- k. National Transportation Communications Intelligent Transportation System Protocol (NTCIP).
  - 5. American Traffic Safety Service Association (ATSSA):
    - a. Guidelines for the Use of Portable Changeable Message Signs.
    - b. Quality Guidelines for Work Zone Traffic Control Devices.
  - 6. Americans with Disabilities Act (ADA):
    - a. ADA Accessibility Guidelines for Buildings and Facilities (ADAAG).
- B. New York:
- 1. Highway Design Manual, New York State Department of Transportation (NYSDOT).
  - 2. Manual of Uniform Traffic Control Devices (NYSDOT)
- C. New Jersey:
- 1. Design Manual – Roadway, New Jersey Department of Transportation (NJDOT).
  - 2. Standard Roadway Construction/Traffic Control/Bridge Construction Details, (NJDOT).
  - 3. Standard Specifications for Road and Bridge Construction, (NJDOT).
- D. Jersey City, New Jersey:
- 1. Traffic Barrier Manual.
- E. Port Authority of NY & NJ (PANYNJ):
- 1. Traffic Standard Details. See Attachment T1 for an index.
  - 2. Maintenance of Traffic and Work Area Protection under "General Provisions" (Division 1) of the Specifications.

3. Airport Signing Standard Manual (for Airport facilities).
4. Operations and Maintenance Standards, O&M #20, O&M #37, and O&M #73.

The Traffic Standard Details and other Port Authority standards listed in this section will be provided by the Port Authority Engineering Department's Quality Assurance Division, when required for a specific tenant project and requested through the facility tenant liaison office.

F. Other:

1. Parking Structures – Planning, Design, Construction, Maintenance and Repair – by Chrest, et al., Published by Kluwer Academic Publishers, Boston, MA.

### **III. DETAILS OF TRAFFIC ENGINEERING REVIEW**

A. Maintenance of Traffic and Work Area Protection (temporary traffic controls associated with work zones):

1. Plans shall include drawings which depict properly designed temporary traffic control devices wherever a work zone occupies or interferes with the normal operation of:
  - a. Any active roadway, ramp, bridge, or tunnel which carries vehicular and/or pedestrian traffic.
  - b. Any portion of any parking lot or garage area, driveway, access way, trucking terminal or yard, or loading dock area where there are vehicle and/or pedestrian movements.
  - c. Any sidewalk, walkway, concourse, hallway, plaza, doorway, station area or platform, stairway, moving stairway, or elevator where pedestrians have access.
2. Contract documents shall specify 'duration of contract' and 'hours of work'. Based on these parameters, temporary traffic control devices shall comply with all applicable standards.

3. Plans shall indicate, where required temporary traffic control devices conflict with any permanent control devices, the appropriate action to be taken with the affected permanent devices (i.e., to be removed, relocated, covered, etc.).
4. Contract documents shall specify the precautions required to protect vehicles and/or pedestrians from dust, fragments, construction particles, effects of spraying and excessive noise generated by the work operations.
5. Where required, according to the applicable code(s)/standard(s), in conjunction with the temporary control devices, the appropriate lighting devices shall be incorporated in the design.
6. Where required, contract documents shall specify the extent of "flagger operations", to include confirmation of appropriate training, as specified in the Federal MUTCD, Part VI, Temporary Traffic Control.
7. Contract documents shall specify extent of 'daily' and 'end of contract' removal of temporary control devices and include restoration to their original condition and location of any permanent traffic control devices affected during the course of the work.

**B. Permanent Traffic Control Devices Improvements:**

1. Tenant/applicant shall have checked all existing traffic control devices for deficiencies or missing items, and any found, as such, prior to or as a result of the work of the contract, shall be replaced or upgraded.
2. All new and/or existing control devices shall have been checked for visibility and adequate sight distance(s) in daytime and nighttime, also accounting for seasonal variations, such as restrictions caused by growth of vegetation.
3. All new and existing installations shall have been analyzed for the need to incorporate appropriate roadside barriers (e.g., guide rails) in the design.

4. The traffic design shall have been coordinated with other engineering/architectural disciplines, particularly civil, structural, geotechnical and electrical.
5. With regard to coordination with electrical engineering, wherever required, the permanent control devices and adjacent project areas shall have been designed with illumination levels which meet code standards.
6. When the application includes traffic/roadway modifications and/or changes in traffic demand, the applicant shall have included any of the following, as justified:
  - a. A traffic capacity analysis (to determine whether the 'Level of Service' of any nearby roadways is affected). Level of Service (LOS) for all elements of the roadway system (roadways, weaving sections, signalized and un-signalized intersections, pedestrian crosswalks and walkways) shall be equal to or better than LOS "C" as defined in the Transportation Research Board Highway Capacity Manual. All closely spaced signalized intersections shall be analyzed both as a coordinated system and as isolated intersections.
  - b. A "speed study" (analyzing whether any speed limit change(s) are required).
7. The scope of work to be done in association with the application shall incorporate the results and recommendations of any approved analyses and studies.

## ATTACHMENTS

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## ATTACHMENT A1

### STANDARDS FOR INTERIOR PLASTIC SIGNS

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- 1.0 General:** The provisions of this specification shall govern the design and use of interior plastic signs and panels in both New York & New Jersey.
- 2.0 Definitions, symbols and notations:** The following definitions, symbols and notations shall apply to the provisions of this standard (units in parenthesis are for the variable described):

$A_S$ (ft <sup>2</sup> ) =	Allowable sign facing area
$L$ (ft) =	The length along the ceiling of a ceiling sign
$P_w$ (ft) =	Minimum distance between an egress path and a sign. Distance can be passage width or height
$t$ (inches) =	Thickness of sign facing material(s)
$V_C$ (ft <sup>3</sup> ) =	Volume of space or room in which the sign is located

**Ceiling sign:** A ceiling mounted sign with its top located within one foot of the ceiling and its bottom located five feet or higher above the floor.

**Interior plastic sign:** A sign, located within a structure, which has a facing which is constructed of plastic.

**Multiple-faced sign:** A sign with more than one exposed face.

**Sign:** Any fabricated sign or display structure, including its structure, consisting of any letter, figure, character, mark, point, plane, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminating device, which is constructed, attached, erected, fastened or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever, and displayed in any manner for recognized advertising purposes.

**Sign facing:** The display portion of a sign.

**Single-faced sign:** A sign with display on one face only.

**Volume of Space or Room ( $V_c$ ):** The volume between physical barriers which may limit the movement of fire products (e.g. fire doors in cross corridor partitions). The space shall have a maximum average length to width ratio of 4:1. If the ratio exceeds 4:1, the length of four times the average width shall be used for volume calculation. The volume of a compartment with a ratio exceeding 4:1 shall be calculated by the following equation:

$$4 \times (\text{average width of compartment})^2 \times \text{height.}$$

- 3.0 Flame Spread Rating:** All plastic sign facings shall have a flame spread rating, determined by ASTM E84, not greater than 200.

**Exception:** Materials less than 1/28-inch in thickness shall comply with the criteria in NFPA 701, "Flame Tests for Flame-resistant Textiles and Films," or when tested in accordance with ASTM D568, "Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Flexible Plastics in a Vertical Position," exhibit an average burn time for ten specimens of 15 seconds or less and a burning extent of 15 centimeters or less.

- 4.0 Allowable Sign Facing Area:** The area of an individual plastic sign facing shall not exceed the limitations established in paragraph 4.1 through paragraph 4.6, or as calculated in accordance with the Appendix to this standard. The maximum area of all signs in a space shall not exceed 20 percent of the aggregate wall and ceiling area of the space. For multiple-faced signs, the calculated allowable area is the total area of all faces of all signs within separation distances specified in paragraph 4.7. Signs which are separated by less than the minimum sign separation distance as given in paragraph 4.7, shall be considered a single sign.

**Exception:** The area of an individual plastic sign facing is not limited where the portion of the building, where the sign is located, is equipped with an automatic sprinkler system. However, the 20 percent limitation, in the paragraph above, shall apply.

- 4.1 Polymethylmethacrylate (PMMA) (e.g., Acrylic, Plexiglass, Lucite) Sign Materials:** The allowable area of a PMMA sign facing shall be determined from the following equation.

$$A_s = 0.00034 \cdot \frac{V_c}{t} \quad | \text{ for } t \leq 0.46 \text{ inch}$$

$$A_s = 0.000745 \cdot V_c \quad | \text{ for } t > 0.46 \text{ inch}$$

Example: Given a space (room or compartment) 50' long by 40' wide with a 10' high ceiling, how large a PMMA (acrylic) sign facing is allowable if PMMA is 0.25" thick?

$$A_s = 0.00034 \cdot \frac{(50)(40)(10)}{0.25} = \frac{6.8}{0.25} = 27.2 \text{ sq. ft.}$$

- 4.2 Polycarbonate (e.g., GE Lexan S100) Sheet Sign Material:** The allowable area of a polycarbonate sign facing shall be determined from the following equation.

$$A_s = 0.00031 \cdot V_c$$

- 4.3 Polyethylene Teraphthalate (PET) (e.g., IMPET 300) Sign Material:** The allowable area of a PET sign facing shall be determined from the following equation:

$$A_s = 0.0000759 \cdot \frac{V_c}{t} \quad | \text{ for } t \leq 0.41 \text{ inch}$$

$$A_s = 0.000185 \cdot V_c \quad | \text{ for } t > 0.41 \text{ inch}$$

- 4.4 Duratrans - Glossy Sign Facing Material:** The allowable area of a Duratrans sign facing shall be determined from the following equation:

$$A_s = 0.000046 \cdot \frac{V_c}{t} \quad | \text{ for } t \leq 0.043 \text{ inch}$$

$$A_s = 0.00108 \cdot V_c \quad | \text{ for } t > 0.043 \text{ inch}$$

- 4.5 Duratrans Matte Finish Sign Facing Material:** The allowable area of a Duratrans matte finish sign facing shall be determined from the following equation:

$$A_s = 0.0000224 \cdot \frac{V_c}{t} \quad | \text{ for } t \leq 0.0576 \text{ inch}$$

$$A_s = 0.000389 \cdot V_c \quad | \text{ for } t > 0.0576 \text{ inch}$$

- 4.6 Other Plastic Sign Materials:** The allowable area of a sign facing constructed from a plastic material not listed in paragraphs 4.1 through 4.5, or from composites of plastics, shall be determined in accordance with the Appendix to this standard. The method in the Appendix may also be used for plastics listed in paragraphs 4.1 through 4.5.
- 4.7 Sign Separation Distances:** The minimum separation distance between any two individual signs shall be in accordance with paragraphs 4.7.1., 4.7.2 and 4.7.3. Signs located less than the minimum sign separation distances apart shall be considered as one sign for allowable sign facing area.
- Exception:** Sign separation distances do not apply where the signs are located in a space equipped with an automatic sprinkler system.
- 4.7.1 Single-Faced Sign Separation Distances:** The minimum separation distance between two adjacent signs with a single side of sign facing shall be 6 feet.
- 4.7.2 Multiple-Faced Sign Separation Distances:** The minimum separation distance between two signs with multiple faces on different planes shall be 13 feet.
- 4.7.3 Ceiling Sign Separation Distances:** Signs greater than 10 feet in length and one foot in height shall have a minimum separation distance of 10 feet, except as noted in 4.7.2. Other signs shall conform to sections 4.7.1.
- 4.8 Minimum Dead End Passage Width for Signs:** Minimum passage width applies to dead end corridors and rooms having means of egress in locations requiring an occupant to pass by a sign. The minimum passage width shall be 20 feet in locations where an occupant must pass a single-faced sign, and 28 feet in locations where an occupant must pass a multiple-faced sign to exit. The minimum passage width ( $P_w$ ) is defined as the minimum distance between an egress path and a sign, i.e., the closest an occupant will be to the sign during egress. The minimum passage width or height (for ceiling signs) where an occupant must pass by a

sign which is perpendicular to the occupants path of travel shall be calculated from the following equation:

$$P_w = 0.00255 \cdot L^{3.654} \quad | \quad \text{for } L \geq 2 \text{ ft}$$

**Exception:** There is no restriction for signs less than 4 square feet in area and ceiling signs less than 2 feet long.



## Appendix to Attachment A1

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### Calculation of Allowable Sign Area for Signs of Any Plastic Material or Composite of Plastics.

**A.1 Definitions, symbols and notations:** The following definitions, symbols and notations shall apply to the provisions of this Appendix (units in parenthesis are for the variable described):

$A_s$ (ft <sup>2</sup> ) =	Allowable sign facing area
$A_1$ (ft <sup>2</sup> ) =	Initial allowable sign facing area based on Figure A-1
$A_2$ (ft <sup>2</sup> ) =	Corrected allowable sign area based on the time to burn through a sign
$\Delta H_{c,40}$ (kJ/kg) =	Heat of combustion for an incident heat flux of 40 kW/m <sup>2</sup>
$L$ (ft) =	The length along the ceiling of a ceiling sign
$\dot{m}_{s,0}^*$ (kg/s-m <sup>2</sup> ) =	The average specimen mass loss rate of the fuel per unit area with a radiant flux exposure of 40 kW/m <sup>2</sup> . Mass loss rate shall be determined in accordance with average horizontal specimen mass loss rate in ASTM E- 1354
$P_w$ (ft) =	Minimum distance between an egress path and a sign. Distance can be passage width or height
$t_b$ (sec) =	Time to burn through a specimen, used to correct allowable areas for thin signs
$t$ (inches) =	Thickness of sign facing material(s)
$V_c$ (ft <sup>3</sup> ) =	Volume of space or room in which the sign is located
$\sigma_{m,40}$ (m <sup>2</sup> /kg) =	Specific extinction area, on a mass loss basis for an incident heat flux of 40 kW/m <sup>2</sup>
$\rho$ (kg/m <sup>3</sup> ) =	Density of sign material

SP (1/s) = Smoke production factor used to determine uncorrected sign area based on volume

**A.2** All plastic sign facings shall meet the flame spread rating criteria specified in paragraph 5.0. All test results and material properties used in the following calculations must be submitted for approval.

**A.3** The allowable area of a sign facing constructed from plastic materials shall be determined in accordance with the following procedure. The procedure is applicable for all plastic materials including those listed in paragraphs 4.1 - 4.5.

1. Obtain the sample mass density  $\rho$ , in kg/m<sup>3</sup>
2. Obtain the following from ASTM E 1354:
  - a) The average specimen mass loss rate per unit area for an incident heat flux of 40 kW/m<sup>2</sup> ( $\dot{m}_{40}^*$ ).
  - b) The average specific extinction area for an incident heat flux of 40 kW/m<sup>2</sup> ( $\sigma_{m,40}$ ).
  - c) The average effective sample heat of combustion for an incident heat flux of 40 kW/m<sup>2</sup> ( $\Delta H_{c,40}$ ).
3. Calculate the material's smoke production factor (SP)

$$SP = \sigma_{m,40} \cdot \dot{m}_{40}^*$$

4. Using Figure A-1 and the appropriate values of SP and  $V_c$ , estimate the value of  $A_1$ .
5. The initial corrected allowable area of a combustible sign facing ( $A_2$ ) based on the thickness of the material shall be calculated using the following formulas:

$$A_2 = \frac{600}{t_b} \cdot A_1$$

where  $t_b$  is determined by the following formula:

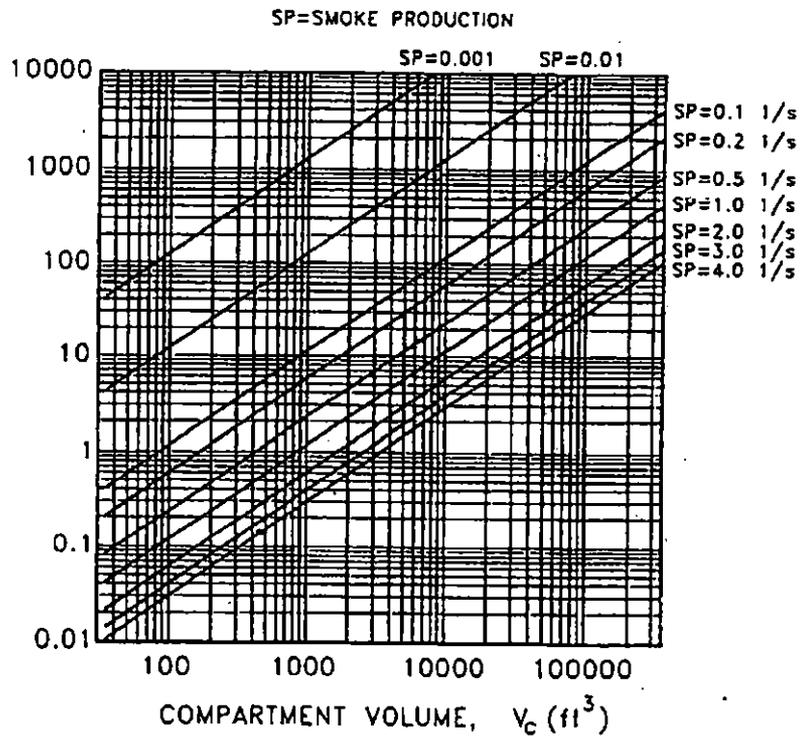
$$t_b = 0.0254 \cdot \frac{\rho \cdot t}{\dot{m}_{40}^*}$$

**Exception:** If  $t_b$  is greater than 600, then a corrected area is not required, i.e.,  $A_2 = A_1$ .

6. The final allowable area of a combustable sign facing ( $A_s$ ) based on the heat release rate properties of the combustable materials shall be calculated using the following formula:

$$A_s = \frac{452}{\dot{m}_{40}'' \cdot \Delta H_{c,40}} \cdot A_2$$

**Exception:** If  $\dot{m}_{40}'' \cdot \Delta H_{c,40}$  is less than 452.0 kW/m<sup>2</sup>, a



**Figure A-1**

Allowable Sign Area as a Function of the Smoke Production and Room Volume

corrected area is not required, i.e.,  $A_s = A_2$ .

7. Allowable facing area of composite sign materials shall be determined in the same fashion as signs with single materials. Material properties of the composite sign ( $\dot{m}''_{40}$ ,  $\sigma_m$ ,  $\Delta H_c$ ,  $\rho$ ) shall be a weighted average of each component mass material. For example, material properties of a composite with two materials shall be determined via

$$\dot{m}''_{40} = \frac{\text{mass } 1}{\text{mass total}} \cdot \dot{m}''_{40,1} + \frac{\text{mass } 2}{\text{mass total}} \cdot \dot{m}''_{40,2}$$

$$\sigma_m = \frac{\text{mass } 1}{\text{mass total}} \cdot \sigma_{m,1} + \frac{\text{mass } 2}{\text{mass total}} \cdot \sigma_{m,2}$$

$$\Delta H_c = \frac{\text{mass } 1}{\text{mass total}} \cdot \Delta H_{c,1} + \frac{\text{mass } 2}{\text{mass total}} \cdot \Delta H_{c,2}$$

$$\rho = \frac{\text{mass } 1}{\text{mass total}} \cdot \rho_1 + \frac{\text{mass } 2}{\text{mass total}} \cdot \rho_2$$

where 1 and 2 refer to materials number one and two.

## ATTACHMENT A2

### **SPECIFICATIONS GOVERNING THE FLAMMABILITY OF DRAPERY AND CURTAIN MATERIALS IN UNSPRINKLERED AREAS**

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- A. All drapery and curtain materials, including linings, shall be subject to the vertical flame tests as required by Federal Aviation Regulation FAR 25.853(a) and Appendix F, revised February 2, 1995.

The test method requires that the flame shall be applied for 12 seconds and then removed, that the average char length shall not exceed eight (8) inches, that the average flame time after removal of the flame specimen shall not continue to flame for more than five (5) seconds after falling.

- B. The manufacturer of the finished item shall submit written certification for each component fabric of the completed items as follows:

1. If the material contains 100% fibers that are inherently flame resistant by virtue of the physical properties of the untreated fiber, a written certification by a recognized independent testing laboratory, attesting to the permanent flame resistant properties of all the fibers within, shall be submitted to the Port Authority.
2. If the material contains fibers which are not inherently flame resistant in the untreated state, a written certification by a recognized independent testing laboratory shall be submitted to the Port Authority, attesting that the treated materials have maintained their flame resistant properties, as determined by the burn test in paragraph A above, after five (5) washings and/or dry cleanings. The washing test procedure shall be performed as defined by the Technical Manual of the American Association of Textile Chemists and Colorists (AATCC) Test Method 124-1978 using the wash temperature of 120° ±5°F and the "Tumble Dry" procedure. The dry cleaning test procedure shall be performed by subjecting the material to dry cleaning in a "Coin-OP" machine as manufactured by Norge or Westinghouse or an equal machine. The size sample of material and the machine size are to be commensurable to each other. When necessary, dummy pieces of material shall be added to the test specimens to make up a load equal to the machine rating.

## ATTACHMENT A3

### SPECIFICATIONS GOVERNING THE FLAMMABILITY OF UPHOLSTERY MATERIAL AND PLASTIC FURNITURE IN UNSPRINKLERED AREAS

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- A. All upholstery materials, including covering, interliner, lining, webbing, cushioning, and padding shall be subject to the vertical flame test as required by Federal Aviation Regulation FAR 25.853(a) and Appendix F, revised February 2, 1995.

The test method requires that the flame be applied for 12 seconds and then removed, that the average burn length shall not exceed eight (8) inches, that the average flame time after removal of the flame source shall not continue to flame for more than an average of five (5) seconds after falling.

Test samples subject to the vertical test shall be tested using the thickness of the material as used in the finished product; except that, the maximum thickness of a test sample shall be one-half inch (1/2") in cases where the final product material exceeds that thickness.

- B. Padding that exceeds one-half inch (1/2") thickness and all cushioning, in addition to meeting the requirements of Section A above, shall be tested in accordance with the Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source - ASTM E162-94. Wire mesh screen and aluminum foil shall be used as indicated in Section 5.8.1 of this standard test method.
1. Padding and cushioning with a flame propagation index not exceeding 100 is acceptable for use with an external covering that meets the requirements of Section A of this specification.
  2. Padding and cushioning with a flame propagation index exceeding 100 may be covered with materials or interliners complying with paragraph A of this specification. However, the final assembly of these materials which make up the cushion, arm rest, or other parts of the furniture, shall be subject as a composite unit to Standard Test Method ASTM E162-94. Composite assemblies with a flame spread index not exceeding 100 will be acceptable.
- C. All self-supporting plastic materials shall be subject to the vertical flame test as required by FAR 25.853(a) and Appendix F. The test method requires that the flame be applied for 60 seconds and then removed, that the average burn length shall not exceed six (6) inches, that the average flame time after removal of the flame source shall not

exceed 15 seconds, and that drippings from the test specimens shall not continue to flame for more than an average of three (3) seconds after falling.

- D. The thickness of the materials and of the composite assemblies tested under paragraphs B and C above shall be the same as the thickness used in the finished item. Certification submitted by the manufacturer shall indicate the thickness of the materials as tested.
- E. The manufacturer of the finished item shall submit a certification by a recognized, independent, testing laboratory of the results of the tests specified above and of the service life of the flame retardancy of a treated material or a certification that the flammability characteristics of the material are inherent therein by virtue of the chemical properties of the material. Treated material may be used only when the certified flame retardant service life exceeds that of the planned service life of the finished item.

## **ATTACHMENT A4**

### **SPECIFICATIONS GOVERNING THE FLAMMABILITY OF PLASTIC LAMINATE AND WOOD VENEER FURNITURE IN UNSPRINKLERED AREAS**

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- A. Test and Criteria:
1. Flame spread indices for this specification shall be determined by either ASTM-E-84 or ASTM-E162. Flame spread indices shall not exceed 25.
  2. The vertical flame test shall be performed in accordance with Federal Aviation Regulation, FAR 25.853(a) and Appendix F, revised February 2, 1995. This test method requires that the flame be applied for 12 seconds and then removed, that the average burn length shall not exceed eight (8) inches, that the average lame time after removal of the flame source shall not exceed 15 seconds, and that drippings from the test specimen shall not continue to flame for more than five (5) seconds after falling.
- B. Free Standing Office Partitions:
1. All core and/or structural materials shall be tested and meet the requirements specified in A.1 above.
  2. All insulation and covering materials shall be tested and meet the requirements specified in A.2 above.
- C. Desk, Tables, Credenzas, Bookcases, etc.:
1. All core and/or structural materials shall be tested and meet the requirements specified in A.1 above.
  2. Plastic laminate or wood veneer layer materials having a thickness not greater than 1/28 inch shall be tested and meet the requirements specified in A.2 above.
  3. Plastic laminates or veneer layer materials having a thickness greater than 1/28 inch shall be subject to vertical flame test as per Federal Aviation Regulation, FAR 25.853(a) or (c), and Appendix F determined by the PA's Risk Management Division.
  4. The application of intumescent coatings to achieve fire resistance shall be reviewed by the PA's Risk Management Division.

**D. Certification:**

The supplier of the finished item shall submit a certification and test data by a recognized independent testing laboratory of the results of the tests specified above. The certification and tests shall cover the materials supplied in the finished product. Proof of use of UL labeled products meeting the specified flammability criteria will be accepted in lieu of the certification.

## ATTACHMENT A5

### MARKING OF TRANSPARENT GLASS DOORS AND FIXED ADJACENT GLASS SIDELIGHTS

---

#### 1.0 General.

These rules are identical to New York City Board of Standards and Appeals Rule 4-01 and shall be applicable to all new construction at Port Authority facilities, both in New York and New Jersey.

#### 2.0 Definitions.

**Sidelights.** Fixed panels of transparent glass which form part of or are immediately adjacent to and within six feet horizontally of the vertical edge of an opening in which transparent glass doors are located. For purposes of this section, a sidelight shall consist of transparent glass in which the transparent area above a reference line 18 inches above the adjacent ground, floor or equivalent surface is 80 percent or more of the remaining area of the panel above such reference line.

**Transparent glass.** Material predominantly ceramic in character which is not opaque and through which objects lying beyond are clearly visible. For the purpose of this section, rigid transparent plastic material shall be construed as transparent glass.

**Transparent glass door.** A door, manually or power actuated, fabricated of transparent glass, in which the transparent area above a reference line 18 inches above the bottom edge of the door is 80 percent or more of the remaining area of the door above such reference line

**Transparent safety glazing materials.** Materials which will clearly transmit light and also minimize the possibility of cutting or piercing injuries resulting from breakage of the material. Materials covered by this definition include laminated glass, tempered glass (also known as heat-treated glass, heat-toughened glass, case hardened glass or chemically tempered glass), wired glass, and rigid plastic.

#### 3.0 Requirements.

1. Transparent glass doors and fixed adjacent transparent glass sidelights shall be marked in two areas on the glass surface thereof.
2. Fixed adjacent transparent glass sidelights 20 inches or less in width with opaque stiles at least one and three-quarters inches in

width shall be exempt from the marking requirements.

3. Where the ground, floor or equivalent surface area in the path of approach to a fixed adjacent transparent glass sidelight from either side for a minimum distance of three feet from such sidelight is so arranged, constructed or designed as to deter persons from approaching such sidelight or a permanent barrier is installed in the path of approach, the sidelight shall be exempt from this requirement.
4. Decorative pools, horticultural planting or similar installations shall be considered as indicating that the ground, floor or equivalent surface area is not a path of approach. Planters, benches and similar barriers which are securely fastened to the floor or wall to prevent their removal shall be considered as blocking the path of approach provided they shall be not less than 18 inches in height from the ground, floor or equivalent surface and extend across at least 2/3 of the total width of the glazed area of the sidelight.
5. Fixed adjacent transparent glass sidelights which are supported by opaque sill and wall construction of at least 18 inches above the ground, floor or equivalent surface immediately adjacent shall be exempt from the marking requirements.
6. Display windows in any establishment, building or structure which fall within the definition of a sidelight shall be exempt from the marking requirements if the top of the supporting sill and wall construction is not less than 18 inches above the ground, floor or equivalent surface immediately adjacent and the interior area is occupied with merchandise or similar displays to clearly indicate to the public that it is not a means of ingress or egress.

#### 4.0 Marking locations.

1. One such area shall be located at least 30 inches but not more than 36 inches and the other at least 60 inches but not more than 66 inches above the ground, floor or equivalent surface below the door or sidelight. The use of horizontal separation bars, muntin bars or equivalent at least one and one-half inches in vertical dimension that extend across the total width of the glazed area and are located at least 40 inches but not more than 50 inches above the bottom of the door or sidelight is permitted in lieu of markings.
2. The marking design shall be at least four inches in diameter if circular or four inches in its least dimension if elliptical or polygonal, or shall be at least 12 inches in horizontal dimension if the marking

is less than four inches in its least dimension. In no event shall the vertical dimension of any marking including lettering be less than one and one-half inches in height.

In addition to horizontal muntin bars, separation bars or equivalent, any of the following methods may be used to alert persons to the presence of transparent glass doors and fixed adjacent transparent glass sidelights in their path of movement:

- i) Chemical etching
- ii) Sand blasting
- iii) Adhesive strips not less than one and one-half inches in vertical dimension extending across at least two-thirds of the total glazed area
- iv) Decals
- v) Paint, gilding or other opaque marking materials
- vi) Opaque door pulls or push bars extending across at least two-thirds of the total width of the glazed area

#### **5.0 Replacement and new installations.**

1. Any transparent glazing material used for replacement in existing transparent glass doors shall be transparent safety glazing material. Transparent safety glazing material shall be used in all new transparent glass door installations. The manufacturer's permanent identification mark denoting safety glazing materials shall be visible on the glass after installation of the door.
2. Replacement of fixed adjacent transparent glass sidelights shall be of transparent safety glazing material or annealed glass at least one-half inch in thickness. New fixed adjacent transparent glass sidelights shall be of transparent safety glazing material or annealed glass at least one-half inch in thickness. The manufacturer's permanent identification mark denoting safety glazing material shall be visible on the glass after installation of the sidelight.

## ATTACHMENT E2

### PORT AUTHORITY BUS TERMINAL- ELECTRICAL DESIGN CRITERIA

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#### A. ELECTRICAL SERVICE OPTIONS

1. Rent Inclusion:

Tenant shall finish and install a 265/460 or 208/120 volt feeder in a conduit sized for the anticipated Tenant load, from the Bus Terminal point of electrical distribution to the perimeter of the leasehold, and terminate in a junction box. All electrical distribution, step-down transformers, wiring, panels, boxes, and lighting shall be provided by the Tenant.

2. Metered Service:

Tenant shall furnish and install a conduit sized for the anticipated Tenant load, and terminate in a junction box. Install the conduit from the 265/460 or 208/120 volt Tenant Switchboard to the perimeter of the leasehold. All electrical distribution, step-down transformers, wiring, panels, boxes, and lighting, shall be provided by the Tenant. The Tenant shall be required to furnish and install a 200A, 3 phase, 7 point bypass meter pan whenever a metering system does not exist for a location, or when the existing meter pan is not sufficient for the Tenant's load.

#### B. TELEPHONE SERVICE

An empty conduit shall be installed by the tenant from the Bus Terminal point of telephone distribution to the perimeter of the leasehold.

#### C. CONDUITS AND CONDUCTORS

1. Conduits

- a. Minimum conduit size shall be 3/4-inch.
- b. Maximum EMT size shall be two (2) inches.
- c. All outdoor, exposed conduit shall be rigid galvanized steel.

d. PVC conduits shall not be installed in any indoor area.

2. Conductors

a. General

Minimum wire size for power shall be #12 AWG, copper.

b. Fire Alarm

All fire alarm cables shall be New York City approved, shielded, twisted pair #14 AWG, solid copper, 200-degree C, 600V, except control circuits shall be unshielded.

D. GROUNDING

1. Whenever a grounding conductor is required (including feeders to motor loads greater than 1/8-horsepower), a separate ground wire shall be installed.
2. Ground-fault protection shall be provided for all receptacles and equipment located near running water, such as electrical water coolers.

E. TENANT FIRE ALARM SYSTEM

1. General

- a. The design of Tenant fire alarm systems shall comply with the Building Code of the City of New York and the Electrical Code of the City of New York, and shall be Compatible with the existing Bus Terminal Fire Alarm System.
- b. The Tenant Fire Alarm Systems shall utilize both automatic and manual initiating (detection) devices and audible and visual notification (signaling) appliances.
  - i. Systems shall utilize either conventional or multiplex technologies. The use of addressable/intelligent systems is required.

- ii. In cases where microprocessor software programmable systems are utilized a fully functional and manufacturers licensed copy of the software program, manuals and accessories shall be provided to the Authority as part of the system.
  - iii. In all cases the occupants of the facility shall be able to clearly hear, and as required, clearly see the system alarm signal(s).
  - iv. All system components (Detectors, Signals, Modules, etc.) shall be UL Listed and Cross Listed for use with the System Control Panel.
- c. Power to the smoke detection and fire alarm equipment shall be taken via fused cutouts connected to the line terminals of the nearest emergency electrical panel.
- 2. The Tenant Fire Alarm System shall be fully compatible with the existing Bus Terminal System Model MXL as manufactured by Cerberus Pyrotronics.

**F. HVAC SMOKE DETECTORS**

- 1. The Tenant shall provide smoke detectors in the HVAC systems which have been listed by Underwriters Laboratories, and approved by the New York City Building Department of the particular application. Detectors shall sense products of combustion. Detectors shall not be subject to an alarm due to the rapid change of humidity.
- 2. Duct detectors shall be Cerberus Pyrotronics Model ILI-1B with a Model AD-X3RI housing.

**G. AREA SMOKE DETECTORS**

- a. The Tenant shall provide smoke detector over each leasehold entrance to the public corridor.
- b. The area detector shall be Cerberus Pyrotronics Model ILI-1 with a DB-35 base.

**H. LOCAL CONTROL PANEL AND EMERGENCY POWER SUPPLY**

- 1. The Local Control Panel shall be Model MXL-IQ as manufactured

by Cerberus Pyrotronics and shall be fully compatible with the Bus Terminal Fire Alarm System.

2. Emergency Power Supply for Local Control Panel shall have a back-up battery supply system of ample capacity and approved by PA.
3. The Local Control Panel shall be wired with provisions for tie-in with the Building's Fire Alarm System. Tenant shall provide conduit and wire to the nearest point of connection to the Building Fire Alarm System. Terminations to the Building Fire Alarm System shall be performed by the Port Authority.
4. All "Tenant-required" sprinkler alarms shall be wired to addressable device adapter modules as manufactured by Cerberus

I. EMERGENCY SMOKE PURGE MANUAL PULL STATION

1. The Tenant shall install a manual pull station with break glass rod, provided with an engraved nameplate with the legend "EMERGENCY SMOKE PURGE". The pull station shall be Model MS-MI with MS-GR glass rod and MS-SB surface-mounted backbox as manufactured by Cerberus Pyrotronics.
2. For Smoke Purge Activation, See Attachment M1.

J. SPRINKLER ALARMS

Sprinkler alarms have been provided by the Port Authority. However, should the tenant require his own internal alarm, he must conform to the Section titled "Local Control Panel and Emergency Panel Supply.

## ATTACHMENT M1

### PORT AUTHORITY BUS TERMINAL– HVAC DESIGN CRITERIA

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The following Design Criteria shall be used to properly size and design Tenant HVAC and smoke purge systems to meet the Port Authority (PA) Standards for the Bus Terminal.

#### A. GENERAL

1. The tenant HVAC systems are to be designed so that conditioned air is not taken from air conditioned public spaces.
2. The Tenant shall provide complete automatic temperature controls to control the space conditions in his area.
3. Chilled water will be shut down during the winter season.
4. Heating hot water for HVAC will be shut down during the summer season.
5. Steam for HVAC will not be provided during the summer season.
6. A time clock shall be provided for off-hours A.C. shutdown by the Tenant.
7. The Tenant shall furnish and install automatic dampers for temperature control and smoke purge requirements.

#### B. OUTSIDE AIR

A duct will provide each leasehold with outside air, filtered and preheated to 37°F minimum, if required. The final design criteria for the use of outside air shall be:

- |    |  |                                 |
|----|--|---------------------------------|
| 1. | Minimum                                  | 0.30 cfm/sf                     |
| 2. | Maximum                                  | 1.2 cfm/sf                      |
| 3. | Supply Pressure at connection to PA duct | Not less than 0.00 inches water |

C. SPILL AIR

A spill air duct connection will be provided for each leasehold not having direct access to spill air discharge louvers, allowing for the carrying away and discharge of spill air directly to the outdoors.

Spill air CFM should equal outside air CFM less any local exhaust, and an exfiltration allowance of approximately 10% of supply air quantity.

Return or spill air fan shall be sized to satisfy the smoke purge requirements as described hereinafter under Smoke Purging; otherwise, a separate smoke purge system, including a dedicated smoke purge exhaust fan, shall be provided by the Tenant.

D. CHILLED WATER

Valved supply and return connections will be provided by the PA with a cooling capacity as follows: To maintain leasehold at 78°F, 50% RH, with 0.30 cfm/sf outside air at 91°F DB, 75°F WB, 6 watts/sf electrical load, 50 sf/person occupancy, plus solar exposure and transmission heat gain, where such exists.

Chilled water temperature: Supply is 45°F, return is 60°F. Available pressure differential between supply and return is 12 psi, and working pressure is 125 psig. The Control valve shall be two-way modulating type and valve operations shall be sized to shut the valve against a 50 psig differential. Tenant shall provide the drain piping necessary to carry the cooling coil condensate from his A/C equipment, for spillage into Tenant's own drain facility.

E. STEAM (SOUTH WING ONLY)

A valved connection for steam will be provided by the PA with 15 psig at the point of connection. A valved connection at the PA's condensate return line will also be provided by the PA for connection by the Tenant.

F. HEATING HOT WATER (NORTH WING ONLY)

Valved supply and return connections will be provided by the PA as follows:

To provide heating capacity for the Tenant HVAC system such that a leasehold is maintained at 70 °F indoor temperature, with 5°F outdoor.

Heating hot water range is 180°F supply 140°F return.

Available pressure differential between supply and return is 6 psi, working pressure is 125 psif. Control valve shall be two-way modulating type, and valve operator shall be sized to shut the valve against a 50 psig differential pressure.

A baseboard radiation heating system is provided for leasehold(s) exposed to the outdoors, sized to maintain a 50°F minimum leasehold, with 5°F outdoors, when the Tenant HVAC system is not operating.

#### G. SMOKE PURGING

1. Fan Capacity:

The Tenant shall install a new exhaust fan to provide exhaust at a minimum of 1.5 cfm/sf or 6 air changes per hour, whichever is greater, for a store with a closed storefront, or a minimum 200 FPM velocity through an open storefront leading to the public areas, when the smoke purge is automatically or manually activated.

2. Equipment:

a. The entire smoke purge system, including exhaust fan, damper, discharge louver, duct connection to outdoors, etc., shall be furnished and installed by the Tenant.

b. Where applicable, and if adequate size is available, the existing spill air duct may be utilized as a smoke purge exhaust duct. Connection to existing spill air duct shall be provided by the Tenant.

3. When the return air fan is used for smoke purge, the Tenant shall provide all necessary motorized dampers in spill and return air ducts.

4. Concourse-to-Tenant Space Make-up Air Transfer Duct:

The Tenant shall provide transfer duct with motorized fire damper, to permit flow of make-up air from the concourse to the tenant space during smoke purge operation.

#### H. TEMPERED OUTSIDE AIR SUPPLY

A capped connection is provided from a tempered (37°F) air duct, located

in the concourse ceiling. Tenant shall furnish and install all ductwork from this connection to his A/C equipment.

I. ELECTRICAL WIRING

Refer to Attachment E1 for electrical wiring requirements for HVAC.

J. SMOKE DETECTORS

1. The Tenant shall provide smoke detectors in the return air duct, as well as downstream of the filters in the air handling unit supply duct. In addition, the Tenant shall provide area smoke detectors on the basis of a minimum of one (1) area detector per 900 sf. For requirements of duct and area smoke detectors refer to Attachment E1.
2. HVAC and Area Smoke Detectors shall:
  - a. Provide an audio-visual signal at the Local Control Panel, specified herein in Attachment E2.
  - b. Activate the smoke purge mode of the Tenant's A.C. system.

K. HVAC CONTROL - SMOKE PURGE MODE

1. Automatic Smoke Purge Cycle:

Upon activation of an HVAC or area smoke detector, an alarm shall be initiated, the supply air fan shall stop, the outside air and return air dampers shall close, the spill air damper shall open fully, and the return air fan, if designated as a smoke purge fan, shall keep running; otherwise it shall also stop, and the dedicated smoke purge fan shall start, bypassing all other controls.

In the event that activation of the area smoke detector(s) occurs at night when the A.C. system is off, the return air fan, if designated as a smoke purge fan, or the dedicated smoke purge fan shall start, and the dampers shall be positioned as described above.

2. Manual Smoke Purge Cycle:

- a. Local Manual Control shall originate from the Local Control Panel, specified in Attachment E2.
- b. Provision shall also be made for accomplishing the Tenant's smoke purge cycle remote-manually from the Manual Pull

Station, specified herein in Attachment E1.

L. LOCAL CONTROL PANEL AND EMERGENCY POWER SUPPLY

For requirements for the Local Control Panel, and for the emergency Power Supply to the Local Control Panel, refer to Attachment E2.

M. MANUAL PULL STATION/BREAK GLASS EMERGENCY SWITCH  
(TENANT SPACES)

Install a manual pull station with break glass rod. For requirements refer to Attachment E1.

N. KITCHEN EXHAUST

Tenants requiring kitchen exhaust systems shall provide New York City approved hoods, ductwork, grease/vapor removal devices and fire extinguishing equipment

## ATTACHMENT M2

### PORT AUTHORITY BUS TERMINAL – PLUMBING & FIRE PROTECTION DESIGN CRITERIA

---

The following Design Criteria shall be used to properly size and design Tenant plumbing and fire protection systems to meet the Port Authority (PA) Standards for the Bus Terminal.

#### A. GENERAL

1. Control valves shall be located in spaces immediately accessible to PA staff at all times.
2. Hangers shall be supported from building steel framing members. Where none are available, miscellaneous steel supports between building framing members shall be provided.
3. When shutdowns of existing systems become necessary, the Contractor shall notify the Port Authority Engineer who will make the necessary arrangements required for the shutdown. Notification of any planned shutdown shall be made to the Port Authority Engineer at least 72 hours in advance.

#### B. PLUMBING

1. All sanitary piping 4 in. and larger shall be service weight cast iron "No-Hub" with couplings consisting of a neoprene gasket and stainless steel clamp assembly. Couplings shall be "Clamp-All" or manufactured by Clamp-All Corporation or "Husky" SD Series 4000 as manufactured by Anaheim Foundry Company.
2. Support "No-Hub" cast iron piping at 5'-0" intervals and on each side of each coupling assembly.

#### C. FIRE PROTECTION

All tenant spaces shall be sprinklered.

1. Sprinkler systems shall be hydraulically designed. A pipe schedule design may be used only for minor renovation work that doesn't change the number of heads and relocates only a few existing sprinkler heads.

2. All sprinkler piping shall be standard weight, Schedule 40 black steel pipe. All dry and pre-action sprinkler system piping and fittings shall be galvanized.
3. Victaulic fittings are not permitted to be used for size 2-1/2 in. and under unless otherwise approved.
4. Supervised valves shall be installed with tamper switches.

## ATTACHMENT T1

### INDEX OF TRAFFIC STANDARD DETAILS

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<u>NUMBER</u>	<u>TITLE</u>
<b><u>Traffic Signal Details</u></b>	
TD0	Traffic Signal Standard Guidelines
TD1	Type T Pole
TD2	Aluminum Transformer Base for Type T Pole
TD3	Truss Type Mast Arm for Type T Pole
TD4	Universal Joint, Wire Outlet, Mast Arm Slip Fitter and Elevation Plumbizer
TD5	Signal Assembly Spider, 2-Way and T-Bar
TD6	Signal Assembly Spider, 3-Way, 4-Way, Five Section and Mid Mast Bracket
TD7	Pole Clamp Mounting Assemblies
TD8	Pedestal, Slip Fitter, Push Button & Anchor Bolt
TD9	Truss Type Mast Arm and Clamp Detail for Type K Pole
TD10	Type K Pole and Base
TD11	Standard Type KE and Alternate End Detail
TD12	Steel Traffic Signal Pole, Arm and Base
TD13	Steel Traffic Signal Pole Foundation STF
TD13A	Tubular Mast Arm Signal And Sign Mounting Details
TD14	Pole Foundations, SFT, SPF and SFK
TD15	Controller Cabinet Foundations Type MCF, P and P-MC
TD16	Sign Assembly Detail for Truss Type Mast Arm
TD17	Typical Type T Traffic Signal Installation and Cable Tag Detail
TD18	Safety Chain Installation and Back Plates
TD19	Typical Loop Detector Installation
TD20	Loop Detector Cable And Splice Box Installation
TD21	Temporary Mast Arm Standard and Pedestal Detail
TD22	Wood Pole Installation For Temporary Span Wire Signals
TD22A	Steel Pole Installation For Span Wire Signals
TD22B	Pole - Mounted Cabinet Installation
TD23	Vehicular and Pedestrian Signal Indication Details
TD24	Overhead Mast Arm Swing Sign Brackets
TD25	Signal Head Pole Top Mounting Details
TD26	Pole Mounted Traffic Signal Installation Details
<b><u>Sign Mounting Details</u></b>	
TD40	Standard Sign Mounting, Posting, Breakaway Sign Supports and Channel Post Assembly
TD40A	Breakaway Sign Post Installation Guidelines
TD40B	Breakaway Support System For Sign Post Break - Safe Model AP
TD40C	Breakaway Support System For Sign Post Break - Safe Model AS4
TD40D	Breakaway Support System For Sign Post Break - Safe Model B525

TD41	Sign Mounted on Concrete Barrier
TD42	Standard Sign Assembly Details 1 of 2
TD42A	Standard Sign Assembly Details 2 of 2
TD43	Typical Large Guide Sign Assembly
TD44	Standard Height and Location for Traffic Sign Assembly
TD45	Sign Height and Lateral Positioning to Minimize Specular Glare
TD46	Typical Bridge Parapet Sign Mounting Details
TD47	Flashing Beacon Sign Assembly
TD48	Strap Pole-Mount Details
TD49	Square Post Base Plate For Sidewalk Mounting

### **Sign Layout Data**

TD50	Typical JFK Airport Letters
TD50A	Typical LGA Airport Letters
TD51	Typical EWR Airport Sign Panel, Lettering, And Arrow
TD52	Typical EWR Airport Shields
TD53	Typical Detail For Airline Plaque Mounting And Airline Directory Signs
TD54	Regulatory Sign Data Sheet 1 of 2
TD55	Regulatory Sign Data Sheet 2 of 2
TD56	Warning Sign Data Sheet 1 of 2
TD57	Warning Sign Data Sheet 2 of 2
TD58	P.A. Standard Signs

### **Pavement Marking Details**

TD60	Notes And Longitudinal Markings
TD60A	Transverse Markings
TD60B	Symbol And Arrow Markings 1 of 2
TD60C	Symbol And Arrow Markings 2 of 2
TD60D	Word Markings
TD61	Lane and Ramp Pavement Markings 1 of 2
TD61A	Lane and Ramp Pavement Markings 2 of 2
TD62	Parking Lot Markings
TD62B	Accessible Parking for Persons with Disabilities
TD63	Intersection Markings 1 of 3
TD63A	Intersection Markings 2 of 3
TD63B	Intersection Markings 3 of 3
TD64	Hatch Island Detail and Temporary Pavement Markings
TD65	Airside Markings and Sign Placement

### **Legends, Notes and Abbreviations**

TD70	Traffic Symbols Legend
TD70A	List of Traffic Abbreviations
TD70B	Maintenance of Traffic Symbols
TD70C	General Traffic Notes
TD70D	Maintenance of Traffic Notes

## **Maintenance of Traffic Devices**

### **Channelizing Devices**

TD71	Breakaway Barricades - Type I, II and III
TD71A	Precast Concrete Bumpers
TD72	Traffic Cones, Drums, Delineator Guide Post Vertical Panel, FASU and Portable Sign Details

### **Temporary Barrier**

TD73	Timber Barricade
TD74	Precast Concrete Construction Barrier Type-1
TD75	Precast Concrete Construction Barrier Type-4 Alternative A
TD76	Precast Concrete Construction Barrier Type-4 Alternative B
TD77	Water Filled Traffic Barrier and Temporary Roadway Plate
TD78	Pre-Cast Concrete Construction Barrier with Chain Link Fence, Sign Mount and Glare Screen Details

### **Temporary Impact Attenuators**

TD79	Overview
TD79A	Design Criteria of Inertial Sand Filled Barrel Arrays
TD79B	Inertial Sand Filled Barrel Arrays
TD79C	Quadguard CZ, TRACC and NEAT Crash Cushions
TD79D	ADIEM II Crash Cushion

### **Typical Lane Closure and Reduction Details and Notes**

TD79E	Typical Lanes Closures and Reduction (1 of 2)
TD79F	Typical Lanes Closures and Reduction (2 of 2)
TD79G	Traffic Control Device Placement, Ramping and Work Area Details

## **Delineation Devices and Markers**

TD80	Safety Curb
TD80A	Quick Curb
TD80B	Dura-Curb
TD81	Delineator Details and Mounting 1 of 3
TD81A	Delineator Details and Mounting 2 of 3
TD81B	Delineator Details and Mounting 3 of 3
TD82	Delineator Application Placement and Spacing
TD83	Reflectorized Pavement Markers, Legend and Placement Details
TD83A	Reflectorized Pavement Markers Location Details 1 of 2
TD83B	Reflectorized Pavement Markers Location Details 2 of 2
TD83C	Object Markers
TD83D	Nose Cover Marker for Attenuator/End Treatment

## **Permanent Impact Attenuators**

TD84	Overview
TD84A	Design Criteria
TD85	Quadguard Impact Attenuators With Tension Strut Backup
TD85A	Quadguard Impact Attenuators With Concrete Backup
TD86	REACT 350

TD87 TRACC (1 of 2)  
TD87A TRACC (2 of 2)  
TD88 CAT 350  
TD89 Design Criteria of Inertial Sand Filled Barrel Arrays  
TD89A Inertial Sand Filled Barrier Arrays

**Permanent Barriers**

TD90 Overview  
TD90A Standard AASHTO Concrete Barrier Shapes  
TD90B NCHRP Test Level 350 Test Matrix  
TD91 Type A Concrete Barrier Curb, Dowelled  
TD92 Variable Width Median Barrier  
TD93 On Bridge Concrete Barrier Curb  
TD94 Median Concrete Barrier Curb  
TD95 Concrete Barrier-Precast  
TD96 Concrete Barrier - Cast-in-Place  
TD97 Concrete Barrier Machine Formed  
TD98 Concrete Barrier Single Slope  
TD99 Concrete Barrier Half Section Single Slope  
TD100 Barrier Transition Details  
TD101 Transition Between Wide and Normal Width Single Slope Concrete Barrier  
TD102 Transition of Concrete Barrier Between Standard (NJ) and Single Slope Concrete Shapes  
TD103 Single-Slope Concrete Barrier Terminal Section-Ramped Terminal

**Guide Rail and End Treatments**

TD104 Heavy Post Block-Out W-Beam Guide Rail  
TD105 Heavy Post Block-Out W-Beam Post and Standard Guardrail Hardware Details  
TD106 Heavy Post Block-Out Thrie-Beam Guide Rail  
TD107 Heavy Post Block-Out Modified Thrie-Beam Guide Rail  
TD108 Heavy Post Block-Out Dual Faced W-Beam Guide Rail  
TD109 Heavy Post Block-Out W-Beam Median Barrier  
TD110 W-Beam Guide Rail Anchorages  
TD111 Thrie Beam & W Beam Guiderail Terminal Connector & End Section  
TD112 Guide Rail Attachments General Notes And Rub Rail Details  
TD113 W-Beam Median Guide Rail Installation Criteria  
TD113A W Beam Guide rail Installation Criteria  
TD114 End Treatment Overview  
TD115 Shedding Type gating End Terminals (SRT-350)  
TD116 Parallel Type Gating End Terminals (ET 2000, SKT-350) Details  
TD117 Heavy Post Block-Out W-Beam End Treatment  
TD118 Transition Between Heavy Post Block-out W-Beam Single Half Section Concrete Barrier  
TD119 Transition Between Heavy Post Block-out W-Railing And Half Section Concrete Jersey Barrier

TD120	Transition Between Heavy Post Block-out W-Median Barrier & Concrete Median Barrier (Sheet 1 of 2)
TD120A	Transition Between Heavy Post Block-out W-Median Barrier & Concrete Median Barrier (Sheet 2 of 2)
TD121	Transition Between HPBO W-Beam Median Barrier And Single Slope Concrete Median Barrier
TD122	Transition Between HPBO W-Beam Median Barrier And Jersey Shape Concrete Median Barrier
TD123	Guide Rail Attachment To Sidewalk, Footing And Parapet
TD124	Guide Rail Attachment-New Construction New Jersey Barrier Shape Parapet (No Roadway Curbing on Approach)
TD125	Guide Rail Attachment-New Construction New Jersey Barrier Shape Parapet (With Roadway Curbing on Approach)
TD126	Guide Rail Attachment - New Construction (Sidewalk With Parapet)
TD127	Guide Rail Attachment - New Construction (Sidewalk With Steel Railing)
TD128	Box Beam Assembly Type III Grading And Layout Details
TD128A	Box Beam Assembly Type I End Assembly
TD128B	Box Beam Tangent Section, Treatment For Buried End And Guide Post Detail
TD129	Box Beam Median Barrier
TD130	Box Beam Guide Transition to W-Beam Guide Rail
TD131	Box Beam Connections(On-End & Off-End) To Concrete Barrier And Anchor Bolt Detail
TD132	Box Beam Transition To Parapet or Barrier Connection
TD133	Box Beam Transition to Pylon and to Railing Transition Wall
TD134	Box Beam Transition to Variable Width Concrete Barrier
TD135	Transition Between Box Beam Guide Rail and Single Slope Half Section Concrete Barrier

# Attachment B

## **Rules of Use for the LaGuardia Airport Ferry Terminal**

### **No Solicitation**

Operators and/or their agents are expressly forbidden to use any voice or power operated devices in solicitation of business or for entertainment purposes at the LaGuardia Airport Ferry Terminal (Terminal) or in its immediate vicinity.

### **No Waste Material**

No discharge of any kind shall be thrown, deposited or permitted to fall into the water or upon any part of the Terminal.

### **No Repairs or Fueling**

There shall be no repairing or fueling vessel (s) while at the Terminal.

### **Cooperation**

Operators shall cooperate with other authorized Terminal users by adhering to the agreed upon landing slot schedule. In addition, the Port Authority and/or Circle Line Statue of Liberty, Inc., may require operators to periodically meet to review overall Terminal operations.

### **Sufficient Personnel**

Operators shall have sufficient personnel to immediately and efficiently secure the vessel to the assigned Terminal-landing slot, and to provide for the safe embarkation and debarkation of passengers.

### **Accidents**

Operators shall notify the Port Authority and Circle Line, immediately verbally and in writing within twenty (24) hours of any accident that occurs on or in proximity of the Terminal.

### **Charges**

The charge for the use of ferry landing slot (s) shall be \$25.00 during peak periods (7:00 am to 10:00 am and 4:00 pm to 8:00 pm) and \$15.00 during off-peak periods (all other times the terminal is in use), based on the operator's schedule submitted to the Port Authority and Circle Line thirty days in advance of the scheduled start date or subsequently amended in writing and submitted to the Port Authority. Vessels landing at the terminal more than once an hour will pay only once per hour. Payments will be made in advance by the first of the month based on the operators schedule for that month. Missed or cancelled landing times are non-refundable. Schedule changes are to be submitted a minimum of 30 days in advance of the schedule change. There shall be no revision in the schedule of landing slot (s) nor charges without the prior written approval by the Port Authority, who reserves the right to change the landing slot charges at any time.

All charges shall be payable to:

Mr. Kevin Moran  
President & CEO  
Circle Line-Statue of Liberty Ferry, Inc.  
17 Battery Park Place, Suite 715  
New York, New York 10004-1101  
212 809-0808  
Email: [kmoran@circleline.com](mailto:kmoran@circleline.com)

**Damage to Terminal**

Operators shall be responsible for the repair of any damages it causes to the Terminal and shall notify the Port Authority and Circle Line, immediately verbally and in writing within twenty-four (24) hours of the occurrence of such damage.

Circle Line may repair any damages at the sole cost and expense of the Operator, and the Operator shall pay such costs within thirty (30) days notice.

**Abandonment or Failure to Use Terminal Landing Slots**

Schedule landing slots will be forfeited for an Operator's failure to use for a one (1) week period unless prior written approval from the Port Authority or Circle Line has been obtained.

**Ferry Vessels**

Each vessel selected for use by the Operator must be approved by the U.S. Coast Guard and it shall at all times be manned and operated in accordance with all U.S. Coast Guard rules regulations.

**Ferry Vessel Emission Compliance**

The Port Authority may establish a "certification" program to ensure that all ferries using the Terminal are continuously in compliance with federal and New York State air quality guidelines and standards.

**Security & Emergency Procedures**

Operators shall at all times and in all circumstances be solely responsible for the surety and safety of its vessels, passengers, and crew.

Operators must comply with all local, state and federal laws, rules regulations, requirements and guidance for security planning and practices. In addition, operators must comply with U.S. Coast Guard's Maritime Security Regulations by providing requisite documentation and attending training sessions, drills and/or exercises as required by the U.S. Coast Guard, Circle Line and/or the Port Authority.

December 6, 2004

The Port Authority reserves the right to require the Operator, at the Operator's sole cost and expense, to meet all governmental requirements applicable to the Port Authority, as well as any additional security procedures and practices at any time.

In the case of a designated emergency condition, the Port Authority and/or Circle Line has the immediate right to suspend and/or re-schedule the use of landing slot (s) as required by the emergency.

### **Insurance Requirements**

1. Commercial General Liability Insurance with minimum limits of \$50 million per occurrence for bodily injury and property damage liability including:
  - a. The inclusion of The Port Authority of NY & NJ / PATH, Circle Line Statue of Liberty, Inc. as Additional Insured, including but not limited to premise-operations and completed operations.
  - b. The Port Authority Immunity Clause.
  - c. Cross-Liability Clause.
2. \$50 million Protection and Indemnity Insurance
3. U.S. Longshoremen & Harbor Worker's Compensation Act Coverage Endorsement

All insurance coverage and policies required may be reviewed for adequacy of terms, conditions and limits of coverage at any time and from time to time.

Any certification required shall stipulate that the policies may not be canceled, terminated or modified without thirty (30) day's advance written notice to each of the Additional Insured.

### **Contact Information:**

Janet D. Cox  
Ferry Transportation  
The Port Authority of NY & NJ  
One Riverfront Plaza  
Newark, NJ 07102  
973-565-5503  
Email: [jcox@panynj.gov](mailto:jcox@panynj.gov)

Mr. Kevin Moran  
President & CEO  
Circle Line-Statue of Liberty Ferry, Inc.  
17 Battery Park Place, Suite 715  
New York, New York 10004-1101  
212 809-0808  
Email: [kmoran@circleline.com](mailto:kmoran@circleline.com)

These rules and regulations are subject to modification

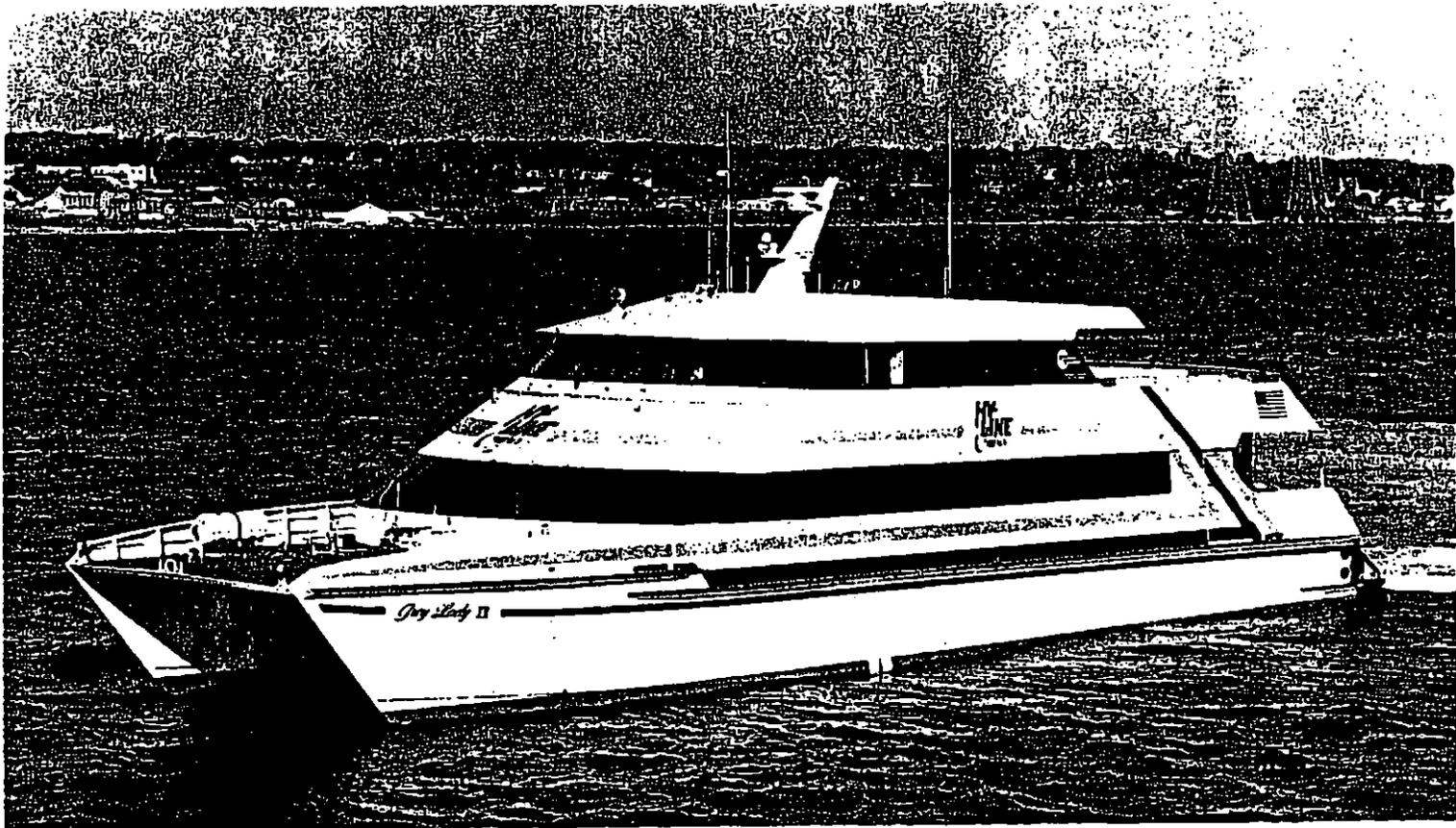
December 6, 2004

*Attachment C*



**LaGuardia Airport Ferry Program**

**Sample of Available Lease Vessel Specification**



106.3' X 30.2' X 4.1' Draft Loaded  
All Aluminum High Speed Passenger Catamaran  
Maximum Capacity - 149 Passengers  
Speed - 38 Knots Light / 35 Knots Loaded  
Power - ( 4 ) Detroit Diesel 16V92TA DDEC Main Engines  
coupled to ZF BW250 Gears  
Propulsion - ( 4 ) MJP Model J450 - QD Water Jets  
Ride Control - Maritime Dynamics, Inc.  
Designers - International Catamaran Designs Pty. Ltd. ( Incat )  
Built For: Hy - Line Cruises, Hyannis, Massachusetts

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THE DUCLOS CORPORATION

DESIGNERS • BUILDERS TEL (508) 676-8596

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Mark M. Joseph  
Henry G. Thorpe

February 18, 2004

Mr. Russell Bostock  
Circle Line  
28 Battery Park, Suite 715  
New York, NY 10004

Dear Russell,

Enclosed please find the information you requested on *Grey Lady II*. The vessel is presently located on Long Beach, CA. and is available immediately at a purchase price of \$3.7 Million. A short-term lease arrangement may be an option if acceptable terms can be negotiated.

Please feel free to contact Murray or me at any time if you have questions. I hope this information is helpful.

Sincerely,

David E. Scudder  
Vice President

DFS:bk  
*Enclosures*

22 Channel Point Road, Hyannis, MA 02601-4799  
[www.hy-linecruises.com](http://www.hy-linecruises.com)

General Offices (508) 775-7185  
Fax (508) 778-5966



Group Sales/Marketing (508) 778-2688  
Fax (508) 775-2662



**GLADDING-HEARN**  
**SHIPBUILDING**

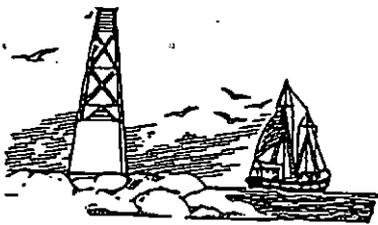
**34 METER COMMUTER**

General Particulars

- Length.....106 feet
- Width .....31 feet
- Draft.....4 feet
- Air Draft .. 34 feet
- Passenger Capacity .....149
- Fuel Capacity.....2800 US gallons
- Main Engines.....4 X Detroit Diesel 16v92ta DDEC rated  
At 1100 bhp @ 2100rpm
- Water Jets.....4 X Bird-Johnson/MJP 450
- Generators.....2 X 55 Kw Alaska Diesel/Northern Lights
- Ride Control System.....Maritime Dynamics active trim tabs
- Seating.....Turnbull Inc. and Gladding-Hearn
- Designer.....Incat Designs - Sydney
- Interior Designer.....Nancy Pratt Interiors

Performance

- Speed W/ 149 pass And 5 tons of bags....34.0 knots
- Fuel Consumption.....231 gph or .046 gai/passenger/mile
- Range at full power.....400 nautical miles
- Interior Sound Level.....less than 70 Dba at full power
- Stopping Distance From Full Speed.....aprox. 2 boat lengths



Randolph, MA 02368-3433  
(781) 963-8445  
FAX (781) 963-9598

2 Portland Fish Pier - Suite 108  
Portland, ME 04101-4633  
(207) 775-7833  
FAX (207) 775-7471

# Marine Safety Consultants, Inc.

TEL (996) 996-4110  
FAX (508) 990-2094

26 WATER STREET

FAIRHAVEN, MA 02719-2962

April 16, 2003  
File No.: 03-0387

## CONDITION & VALUE SURVEY REPORT

VESSEL : M/V GREY LADY II  
OFFICIAL NO. : D1058496  
OWNER : Hyannis Harbor Tours, Inc.  
22 Channel Point Rd.  
Hyannis, MA 02610  
LENGTH : 106.3' (overall); 96.0' (registered)  
BREADTH : 30.3'  
DEPTH : 9.7' (registered)  
DRAFT : 4' 3 3/4" aft  
GROSS TONS : 257 ITC; 74 USCG regulatory  
NET TONS : 83 ITC; 50 USCG  
PROPULSION : Quad diesel water jets  
FUEL CAPACITY : 2800 gallons (approximately)  
BUILT : 1997/Somerset, MA

THIS IS TO CERTIFY THAT the undersigned surveyor did, at the request of Mr. Mark Joseph, representing Hyannis Harbor Tours, conduct a survey of the M/V GREY LADY II while afloat at Hyannis, MA, on or April 11, 2003, in order to ascertain the general overall condition and valuation of the vessel.

The survey was conducted accompanied by Dick Moore, representing owners.

### DESCRIPTION/GENERAL ARRANGEMENT

GREY LADY II is a 32 meter high speed Catamaran passenger ferry of all welded aluminum construction. The vessel is twin-hulled with the superstructure constructed as a self-contained unit and supported on resilient mounts for isolation of machinery noise and vibration. Passenger carrying space is on the supported main deck level and includes a snack bar for passenger use. The 01 deck consists of the pilothouse forward, followed by an enclosed passenger space immediately aft, then an open deck passenger area.

Coast Guard regulations pertaining to passenger carrying vessels.

The condition of the vessel is found to be very good.

Historically, the vessel had suffered minor window leaks. These have been, reportedly, completely resolved. We inspected the vessel during heavy rain and no leaks were detected. Some residual water damage is found in the form of stained carpet, locally blistered paint and warping of the forward two (2) port and starboard main cabin lower panels.

Overall, carpeting and upholstery show wear consistent with the service. No tears or tattered fabric was found.

Deck coatings, non-skid treads and non-skid painted surfaces were found to be very good. Grab rails and railings are secure, and placed for maximum advantage and safety.

External hull coatings are good, with touch up required now that seasonal temperatures will allow.

An inspection of accessible resilient superstructure mounts found several to show some breakdown of the rubber component. This is not necessarily a problem, according to the manufacturer, and they are installed so as to facilitate replacement.

All electrical systems appear in good condition along with the pilothouse control system, the back up systems for engine controls, steering and the jet controls.

### VALUATION

GREY LADY II entered service after new construction on November 26, 1997, and remains in service for the original owners.

Market value defined as the most probable price realized when changing hands between a willing seller and a willing buyer, with neither required to act, and both having reasonable knowledge of the relevant facts. It is the price that the seller would probably realize or the price a buyer will have to pay.

It is based on the assumption that if other vessels, identical, equivalent or otherwise comparable to the subject vessel, have sold at a certain price or within a certain price range, then the subject vessel will also command the same price or range.

Recent comparable sales were researched and utilized as a basis for determining market value.

Further, it assumes that all typical start up difficulties, as encountered in new construction, have been re-engineered, repaired or otherwise resolved. Valuation includes an inventory of spare parts, including two (2) rebuilt main engines.

Subject to consideration of the preceding remarks, and considering the age of the vessel, its condition in comparison to vessels of like size, age and service, and in consideration of the current market, the following estimated values are considered appropriate:

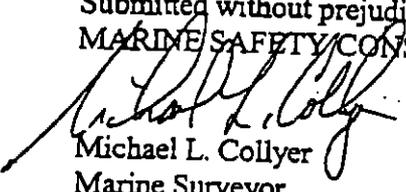
**ESTIMATED FAIR MARKET VALUE:        \$4,200,000.00**

**ESTIMATED REPLACEMENT VALUE:       \$4,650,000.00**

This report is based on examination of the vessel, and of those parts, spaces and equipment that could be sighted without removals or operation, and is rendered without bias or prejudice. In accepting same, it is agreed that the extent of obligation of this surveyor, with respect thereto, is limited to furnishing a competent survey, and in the making of this report, this surveyor is acting on behalf of the person or firm requesting same and no liability shall attach to this surveyor, for the accuracy, errors and/or omissions therefore.

Naval architecture and marine engineering analysis as usually performed in the design stage of the vessel's construction were not part of this survey and typical subjects such as adequacy of stability and seakeeping were not within the scope of this survey.

Submitted without prejudice,  
MARINE SAFETY CONSULTANTS, INC.

  
Michael L. Collyer  
Marine Surveyor

MLC/ml

Enclosures:    1. Photographs  
                  2. MSC, Inc. invoice



# Certificate of Inspection

Vessel Name <b>GREY LADY II</b>	Official Number <b>1058496</b>	Call Sign <b>WCX8181</b>	Service <b>Passenger (More Than 6)</b>
Drafting Port <b>HYANNIS, MA</b>	Hull Material <b>Aluminum</b>	Horsepower <b>4400</b>	Propulsion <b>Diesel Reduction</b>
Place Built <b>SOMERSET, MA, UNITED STATES</b>	Delivery Date <b>21Nov1997</b>	Date Keel Laid <b>12Mar1997</b>	Gross Tons <b>R-74 I-257</b>
		Net Tons <b>R-50 I-83</b>	DWT <b></b>
			Length <b>R-96 I-96</b>
Owner <b>HYANNIS HARBOR TOURS INC 12 CHANNEL POINT RD HYANNIS, MA 02601</b>	Operator <b>HYANNIS HARBOR TOURS INC 22 CHANNEL POINT RD HYANNIS, MA 02601</b>		

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	2 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 148 passengers, 1 other persons in crew, 0 persons in addition to crew, and no others.  
Total persons allowed: 152

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds plus Limited Coastwise---

MANOMET POINT, MASSACHUSETTS TO WATCH HILL, RHODE ISLAND NOT MORE THAN 20 MILES FROM A HARBOR OF SAFE REFUGE UNDER REASONABLE OPERATING CONDITIONS.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN A 24 HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

A MASTER OR MATE AND ONE OTHER CREWMAN QUALIFIED AS RADAR OBSERVER MUST BE A MEMBER OF THE BRIDGE WATCH WHILE THE VESSEL IS OPERATING AT SPEEDS GREATER THAN 30 KNOTS.

\*\*SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION\*\*

With this Inspection for Certification having been completed at HYANNIS, MASSACHUSETTS, the Officer in Charge, Marine Inspection, PROMS certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections			Signature	This Amended certificate issued by:
Zone	A/P/Q			
EEDD	A		Hart, Wilton T	<b>James McLaughlin, LCDR, USCG, Bydir</b> <small>Officer in Charge, Marine Inspection</small> <b>MSO PROVIDENCE</b> <small>Inspection Zone</small>
-	-	-		
-	-	-		
-	-	-		

CERTIFICATE OF INSPECTION AMENDMENT



NAME OF VESSEL G LADY II		OFFICIAL NUMBER D1058496
CLASS PASSENGER	GROSS TONS 74	HOME PORT NATIONAL DOCUMENTATION CENTER
WHEN AND WHERE BUILT 21NOV97, SOMERSET, MA		
DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES 28 FEB05		DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED 28 FEB00, PROMS

The Certificate of Inspection issued to the vessel described above is amended as follows:

COMPLETED CREDIT DRYDOCK EXAMINATION, NEW DATES ARE AS FOLLOWS:

EXAM TYPE	NEXT EXAM	LAST EXAM	PRIOR EXAM
DRYDOCK	31JAN05	09JAN03	12JAN01

THIS AMENDMENT SHALL AUTOMATICALLY APPEAR ON THE NEXT COI THAT IS ISSUED FOR THIS VESSEL.  
PLEASE ATTACH THIS FORM TO THE CURRENT COI FOR REFERENCE BY ANY CONCERNED PARTIES.

DATE OF ISSUE 5 1	INSPECTION ZONE PROV-DENCE, RHODE ISLAND	OFFICER IN CHARGE, MARINE INSPECTION <i>James McLaughlin</i> JAMES McLAUGHLIN, LCDR, USCG BY DIRECTION
----------------------	---	--



# Certificate of Inspection

GREY LADY II

A TYPE I CHILD LIFE PRESERVER SHALL BE PROVIDED FOR EACH PERSON ON BOARD UNDER 90 POUNDS.

Overnight accomodations for 0 passengers

### ---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	31Jan2003	12Jan2001	08Jan1999

### ---Stability---

Letter                      Approval Date / 18Nov1997                      Office/ GMSC

### ---Lifesaving Equipment---

	Number	Persons		Required
Total Equipment for		152	Life Preservers(Adult)	152
Lifeboats(Total)	0	0	Life Preservers(Child)	16
Lifeboats(Port)*	0	0	Ring Buoys(Total)	3
Lifeboats(Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	2
True Boats/Platforms	0	0	Immersion Suits	0
Stable Rafts	2	100	Portable Lifeboat Radios	0
Inflatable Floats/Bouyant App	0	0	Equipped with EPIRB?	Yes
			(* included in totals)	

### ---Fire Fighting Equipment---

Number of Fireman Outfits/ 0                      Number of Fire Pumps/ 2

\*Hose information\*

Qty	Diameter	Length
2	1.5	Other

*Fixed Extinguishing Systems*	Space Protected
Capacity                      Agent	PORT ENGINE ROOM
150                              Carbon Dioxide	STARBOARD ENGINE ROOM
150                              Carbon Dioxide	

\*Fire Extinguishers - Hand portable and semi-portable\*

Qty	Class Type
2	A-II
1	B-I
2	B-II

### ---Certificate Amendments---

\*Current Amendment\*                      Date Amended/ 12Jun2002  
 Last Amending/ MSO PROVIDENCE

Remarks-  
 CORRECTED PASSENGER COUNT FOR COLD WATER OPERATION.



# Certificate of Inspection

Page 3 of 3

Certification Date:  
28Feb2000

LADY II

1. Port Amending/ PROMS  
-Remarks-  
Updating to MISLE.

Date Amended/ 28Feb2002

2. Port Amending/ PROMS  
-Remarks-

Date Amended/ 05Apr2001

AMENDED OPERATING DETAILS TO REFLECT THE 11 MARCH 2001 SURVIVAL CRAFT REGULATIONS.

3. Port Amending/ PROMS  
-Remarks-  
Completed Credity hull exam.

Date Amended/ 12Jan2001

\*\*\*END\*\*\*

Attachment D

**CIRCLE LINE**

**LaGuardia Airport Ferry Program**

**Sample Vessel Specification**



## **LaGuardia Airport Ferry Program**

### **Sample Vessel Specification**

- Catamaran – low wash
- Full width house on main and second deck
- Bow loading and side loading capability
- (4) engine, (4) jet set-up
- Partially open second deck with aft seating
- Air draft suitable for Harlem River
- Wing controls
- Capacity of 220-250 passengers
- Service Speed of 30-34 knots
- LOA not more than 110 feet
- Seating arrangement to be “spacious 1<sup>st</sup> class commuter style”
- Exterior E/R access
- Foredeck and main deck close to same height to eliminate steps
- Consider “Z” bow configuration for sea-keeping and speed
- Café area for am coffee and pm cocktails
- Capable of loading passengers from 2<sup>nd</sup> deck
- Consider active ride control in stern
- Heated foredeck
- Bow radius of 28ft and bow height at foredeck of 84” to 90”
- Soft patches for engine removal
- Soft mounting of main deck
- Consider small knees on bow (for bow loading)
- (2) Generators
- Power panels and square D electrical components
- Unimpeded 4 deck visibility from wheelhouse for safe bow-loading
- Heat and air conditioning throughout
- Internet access (with communication for airline flight information)

Attachment D

CIRCLE LINE

**LaGuardia Airport Ferry Program**

**Sample Vessel Specification**



## **LaGuardia Airport Ferry Program**

### **Sample Vessel Specification**

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- Power panels and square D electrical components
- Unimpeded 4 deck visibility from wheelhouse for safe bow-loading
- Heat and air conditioning throughout
- Internet access (with communication for airline flight information)

Attachment F



**Response to Request for Proposal Number 000006617:**

**LaGuardia Airport Ferry Transportation and  
Facility Operation and Management Program**

**Submitted to:**

**The Port Authority of NY & NJ  
Purchasing Services Division  
One Madison Avenue, 7<sup>th</sup> Floor  
New York, NY 10010**

**Submitted by:**

**Circle Line  
17 Battery Place  
Suite 715  
New York, NY 10004-1101**

**Submittal date:**

**March 12, 2004**

The information contained in this response shall not be duplicated, used, or disclosed in whole or in part for any purpose other than evaluation of this RFP.



May 6, 2004

Sent Via Email to pduncan@panynj.gov

Priscilla Duncan  
Procurement Department  
The Port Authority of New York & New Jersey  
One Madison Avenue, 7<sup>th</sup> Floor  
New York, NY 10010

Subject: Circle Line proposal dated May 12, 2004: *The Port Authority LaGuardia Airport Ferry Program*

Dear Ms. Duncan,

Circle Line is committed to promoting an equal opportunity work environment internally, and to seek out Minority and Women-owned Business Enterprises (M/WBE) organizations to perform outsourced requirements as subcontractors and vendors. At your request, Circle Line has outlined its current and future initiatives to incorporate M/WBE into our operating plans for the LaGuardia Airport ferry Program:

The subject proposal describes Circle Line's diverse operation. Due to our long-standing obligation to provide ferry service to millions of passengers 364 days each year, we have chosen to manage many of our operations in-house. For example, we are one of a very few operators in the NY Harbor to maintain an active shipyard en lieu of contracting out for vessel repair. This enables our company to provide jobs to skilled and unskilled laborers throughout the year<sup>1</sup>.

Therefore, we do not subcontract for numerous services. However, in instances where we outsource for goods and services, Circle Line endeavors to seek out qualified Minority and Women-owned Business Enterprises (M/WBE) organizations in accordance with a defined program.

Section 8.0 of the subject proposal describes how Circle Line currently conducts business with several M/WBE partners. Should a contract with The Port Authority result from our proposal, Circle Line plans to:

1. Work with The Port Authority to ensure that we enlist Port Authority approved M/WBE partners and contract with such partners in accordance with our M/WBE Plan.

---

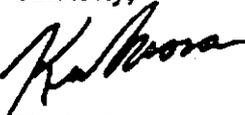
<sup>1</sup> Section 2.0 of the subject proposal describes our work with NADAP to provide significant jobs opportunities to...  
Circle Line - Statue of Liberty Ferry, Inc.  
17 Battery Place, Ste 715 NY, NY 10004  
Tel: 212 809 0808 Fax: 212 363 9810  
www.circlelineferry.com

2. Work with The Port Authority to identify additional LaGuardia Airport Ferry Program-specific goods and services that could be outsourced to a qualified M/WBE.
3. Seek Port Authority approval for our existing M/WBE Partners and enter into negotiations to contract with them upon The Port Authority approval as follows:
  - **Pearl Public Relations (Pearl PR):** engage Pearl PR to generate media information and awareness about the company's new service offering in partnership with The Port Authority; build a "relationship team" with LaGuardia Airport Ferry Program stakeholders; and assist Circle Line's media launch of the new business ventures.
  - **Viking Hospitality Marketing & Media (Viking Hospitality):** engage Viking Hospitality to develop LaGuardia Airport Ferry Program marketing strategies, brochures and print media, promotional materials, and monitor the campaigns to evaluation effectiveness.
  - **V&L Distributors:** Ferry service between LaGuardia Airport and lower Manhattan will have concessions stands that sell food, beverages and merchandise. Circle Line will continue rely on V&L Distributors to provide certain merchandise for sales on our vessels, and we will seek out additional M/WBE partners for concession items as part of the LaGuardia Airport Ferry Program.
  - **Steelstran Industries, Inc. (Steelstran):** Steelstran is a major supplier of parts and material used in our Brooklyn Navy Yard operations for the maintenance and repairs that are performed. Circle Line will continue rely on Steelstran as a key supplier at our shipyard, and we will seek out additional M/WBE partners for shipyard parts and material as part of the LaGuardia Airport Ferry Program.
  - **Cummins Metropower:** Cummins Metropower is a local distributor for Cummins engines which power the majority of Circle Line vessels – including ZEPHYR, our 143 ft. high-speed catamaran identified in the subject proposal. James Shipp, the President of Cummins Metropower, has a long-standing relationship with Circle Line, providing all of the parts as well as supervising warranty and maintenance work for our vessel engines. Circle Line will continue to rely on Cummins Metropower to maintain our engines. Additionally, Circle Line will engage Cummins Metropower in the design and fabrication of vessels for exclusive use on the LaGuardia Airport Ferry Program.

Circle Line's proposal and subsequent responses to Port Authority's BAFO questions outline both our M/WBE Program and our willingness to work towards continued program improvement and expanded M/WBE partnerships. While Circle Line's breadth of capabilities will allow the company to perform many of the technical aspects of the program within the scope of the prime contract with The Port Authority, there will undoubtedly be additional outsourcing opportunities that will be identified along the way.

As each phase of the program develops, Circle Line will vigorously pursue the goal of 12% (minimum) participation by Minority Business Enterprises and 5% (minimum) Women-owned Businesses.

Please feel free to contact the undersigned at 212.809.0808 to further discuss this most important topic.

Sincerely,  
  
Kevin G. Moran

**SECTION 8.0 M/WBE Plan**

The policy at Circle Line is to provide Minority Business Enterprises (MBE's) and Women-owned Businesses (WBE's) the maximum reasonable opportunity to subcontract for Circle Line's work requirements, consistent with:

- i. Efficient contract performance; and
- ii. Production of a safe, reliable, quality product or service

Circle Line believes that every U.S. citizen deserves an equal opportunity to compete in the economy, regardless of race/ethnicity or gender.

Circle Line regards the establishment of an M/WBE Plan to be an important customer requirement, and Circle Line approaches it with corresponding enthusiasm and vigor. In fact, in the past two years alone, Circle Line has contracted with a minority owned business as its public relations firm (i.e., "*Pearl PR*"); contracted with a women owned business for its marketing management (i.e., "*Viking Hospitality*"); and, contracted with a women owned business for Catering and Concessions operations for Circle Lines expanded hospitality business (i.e., "*Great Performances*").

Circle Line is equally proud of its affiliation with minority business enterprises and women-owned businesses. Our M/WBE plan for the LaGuardia Airport Ferry Program is provided on the following pages of this section. Circle Line will cooperate to any extent reasonably possible to provide The Port Authority information indicative of Circle Line's performance with regards to our M/WBE Plan. Our cooperation will extend to studies, surveys and periodic report requirements deemed necessary

**Minority Enterprise Business Partners:**

Cummins Metropower Inc.  
James E. Shipp, President  
890- Zerega Avenue  
Bronx New York 10473  
(718) 892-2400

Pearl Public Relations  
John Mosley, President  
160 Bleeker Street, Lobby 1  
New York, NY 10012  
(212) 533-2121

**Women-owned Business Partners:**

Great Performances  
287 Spring Street  
New York, NY 10019  
(212) 727-2424

V&L Distributors  
1425 83rd Street  
Brooklyn, NY 11228  
(718) 837-5991

Viking Hospitality  
185 Graham Avenue  
Suite 1  
Brooklyn, NY 11206  
(718) 630-1288

Steelstran Industries, Inc.  
35 Mileed Way  
PO Box 30  
Avenel, NJ 07001-0030  
(800) 458-5722

# **© CIRCLE LINE**

**MINORITY BUSINESS ENTERPRISES AND WOMEN-OWNED BUSINESS**

**SUBCONTRACTING PLAN**

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2. POLICY STATEMENT
3. METHOD OF M/WBE SUBCONTRACTING
  - A. Method Used to Identify Potential Sources
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  - C. Source Selection
4. ROLE OF M/WBE PLAN LIASON
5. LAGUARDIA AIRPORT FERRY PROGRAM M/WBE PLAN GOAL
6. CONCLUDING STATEMENT

## 1. INTRODUCTION

Circle Line-Statue of Liberty Ferry, Inc ("Circle Line") will incorporate this M/WBE Subcontracting Plan (i.e., the "Plan") into any contract resulting from its response to The Port Authority of New York and New Jersey ("The Port Authority") Request for Proposal 0000006617. The Plan describes how Circle Line's overall approach to contracting with M/WBE's.

In the interest of continuous improvement of Circle Lines efforts, any comments, ideas or concerns offered by The Port Authority are welcome. Circle Line's goal is for efforts described herein to work for everyone affected. To that end, Circle Line will consider any suggestions that may enhance its effectiveness and will update its Plan accordingly.

All matters pertaining to his Plan should be addressed to:

Circle Line-Statue of Liberty, Inc  
17 Battery Place  
Suite 715  
New York, NY 10004  
Attn: Genevieve Dwyer  
M/WBE Business Liaison

## 2. POLICY STATEMENT

The policy at Circle Line is to provide Minority Business Enterprises and Women-owned Businesses with maximum reasonable opportunity to subcontract for Circle Lines work, consistent with:

1. Efficient contract performance; and
2. Production of a safe reliable quality product or service

Circle Line believes that every U.S. Citizen deserves an equal opportunity to compete in this economy, regardless of race/ethnicity, religion ore gender. Circle Line also recognizes the importance of M/WBE's as part of a strong industrial base.

The intent of Circle Line's policy it to cooperate with The Port Authority to subcontract with M/WBE's wherever reasonably possible and practical. Moreover, Circle Line regards the establishment of an M/WBE Plan as an important customer requirement – and Circle Line approaches it with corresponding enthusiasm and vigor.

### 3. METHOD OF M/WBE SUBCONTRACTING

Circle Line's M/WBE subcontracting goals are a direct reflection of the materials and services required for a specific Circle Line project or program

In developing its material and service requirements, Circle Line will continuously weigh whether each of its subcontractors are M/WBE subcontractors that meet the certified criteria to do business with The Port Authority. Circle Line's responsibility is, of course, to always weigh the benefits of M/WBE goals against the benefits of providing the highest quality, timely product at the lowest price. M/WBE's will be give priority wherever circumstances permit.

#### A. *METHOD USED TO IDENTIFY POTENTIAL SOURCES*

Circle Line's M/WBE Plan Liaison will maintain The Port Authority's list of certified M/WBE's. That certified list will be updated regularly throughout each year which will serve as the basis from which Circle Line identifies potential sources and issues solicitations. If an M/WBE is identified who uniquely meets a subcontracting need for the LaGuardia Airport Ferry Program but has not yet been certified by the Port Authority, then Circle Line will assist that company in filing for the proper certification.

#### B. *EVALUATION OF PROPOSALS*

When a supplier appearing on The Port Authorities certified vendor list is solicited by and returns a proposal to Circle Line, the supplier's proposal will be reviewed according to three primary factors:

1. Anticipated performance/ability to maintain quality;
2. Delivery Schedule;
3. Price.

Each factor will be weighed according to individual program requirement. Other mitigating circumstances may also be considered.

Under some circumstances, restrictions may prevent Circle Line from soliciting M/WBE's. Such circumstances may include when required materials/supplies or services are proprietary to a non-M/WBE. Barring such circumstances, M/WBE's will be solicited wherever reasonably possible, in a timely manner, to afford equitable review of their proposals.

#### 3. *SOURCE SELECTION*

Where Circle Line requirements are met equally by all subcontractors, priority will be given to M/WBE concerns. Where suppliers candidates do not meet Circle Line's requirements equally, a contract will be awarded based on weighing The

Port Authority's interest in promoting the use of M/WBE concerns against The Port Authority's desire for the highest quality, timely product at the lowest price.

#### 4. ROLE OF M/WBE PLAN LIAISON

The M/WBE Business Plan Liaison (Plan Liaison) is primarily responsible for the Goal Statement specific to each Circle Line Operating Program exceeding or expected to exceed \$500,000 in revenue.

Specific Plan Liaison duties include but are not necessarily limited to:

- Identifying the total dollars planned for each contract to be subcontracted overall and specifically to M/WBE's.
- Identifying the principle supplies and services for each contract to be subcontracted overall and specifically to M/WBE's.
- Achieving estimated subcontract commitment goals on a program-by-program basis.
- Negotiating M/WBE subcontract goals with the contracting agency.
- Assisting in the expansion of M/WBE representation on the certified vendor list.
- Undertaking a proactive campaign to work to certify M/WBE's.
- Generating and maintaining records for all solicitations (under contracts exceeding \$500,000 that require a M/WBE Plan) resulting in an award of subcontracts totaling more than \$50,000 indicating (A) whether M/WBE's were solicited, and (B) if applicable, the reason the award was not made to a M/WBE's.
- Issuing solicitations, where reasonably possible, with quantities, specifications delivery schedules, and/or sufficient response time to facilitate the opportunity for M/WBE's to participate.
- Maintaining an "open door" policy for any and all M/WBE'S who may be able to meet Circle Line's requirements for any given contract.
- Identifying areas where goals might be improved.
- Undertaking formal "outreach" efforts to contract (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate M/WBE sources.
- Communicating regularly with private, state, and federal organizations that may provide sources for M/WBE's.

- Maintaining current source lists, guides, and other data, identified in each program respective M/WBE Subcontracting Plan.
- Reviewing all relevant Circle Line records, reports, data or other applicable documentation for compliance in all M/WBE matters.
- Suggesting areas for continuous improvement of Circle Line's M/WBE Plan.
- Reviewing all suggestions for continuous improvement of Circle Line's Plan, and suggesting incorporation of those thought to have a benefit.

#### **5. LAGUARDIA AIRPORT FERRY PROGRAM M/WBE PLAN GOAL**

Circle Line understands that The Port Authority has a long-standing practice of making business opportunities available to M/WBE's. Accordingly, Circle Line will make a good faith effort to include 12% participation by Minority Business Enterprises (MBE's) and 5% participation by Women-owned Businesses (WBE's) in all procurement related to the LaGuardia Airport Ferry Program as required.

#### **6. CONCLUDING STATEMENT**

Based on the above guidelines, Circle Line will select Minority Business Enterprises (MBE's) and Women-owned Businesses (WBE's) suppliers for the LaGuardia Airport Ferry Program – this Plan will be used as a basis for identifying areas for continuous goal improvement on this and future Programs.

# Attachment #

## SECTION D: STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the "STANDARD INFORMATION FOR BIDDERS" AND "SIGNATURE SHEETS," "CONTRACT SPECIFIC INFORMATION FOR BIDDERS," "CONTRACT DESCRIPTION, SPECIFICATIONS, AND PRICING SHEETS," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility 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 Manager of the Facility for the time being 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.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by 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.

"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 Mexican, Puerto Rican, 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) Native American 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.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "SubContractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% 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 or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

## PART II GENERAL PROVISIONS

### 1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

### 2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

### 3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with its Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted

statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-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 Contractor with any liability, or held personally liable to the Contractor 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.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

#### 7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

#### 8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct his operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or

4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. 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 dates 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.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the

Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this contract as aforesaid.

- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.
- i. If The Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or

expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

#### 15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

#### 16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach

hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.

- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or
  2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or
  3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract, or
  4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors or
  5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or
  6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- e. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
- f. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- g. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining 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 provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property arising out of its operations.

## 21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property arising out of its operations.

## 22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

## 23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

## 24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition.

approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Facility by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing its services hereunder. Inclusion of materials or supplies on the Port Authority Approved Products List constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Engineering Services Division of the Engineering Department of the Port Authority.

At anytime during the bid, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing its services hereunder. Until such approval is given, only products on the Approved Products List may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks and copyrights, collectively hereinafter referred to as the "Intellectual Property Rights" in the performance of the work shall be obtained by the Contractor without separate or additional compensation. The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Port Authority's use, in accordance with the immediately preceding statement, of any protected Intellectual Property Rights. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Port Authority be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Port Authority with said injunction, to the satisfaction of the Port Authority.

31A. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by

security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

### 31B. Notification of Security Requirements

The Port Authority operates facilities and systems, at which 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 performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

- i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) 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; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

- ii. Issuance of Photo Identification cards:

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If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

32. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this proposed Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

33. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

34. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

35. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

36. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract 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 Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid 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, bid 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.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid 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 bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;

- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder'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 Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the bidder 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 Contract.

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

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

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

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract 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 Bidder 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 Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder 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 Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders 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.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

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

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

#### 4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract. 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 Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, 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 Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor 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 contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

#### 5. Conflict of Interest

During the term of this contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor 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 Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has

any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor 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 Contractor of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor'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 Contractor's services not be performed by the Contractor, 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 Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor 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 Contractor's part. The Contractor 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 contract which results, directly or indirectly, from the services provided by the Contractor hereunder.

## 6. Definitions

As used in this section, 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 Bidder by whatever titles

known.

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.