

October 23, 2018

**SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF HUDSON RAMPS COMPLEX – PHASE I (RFP# 54213)**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (“RFP”) for a Consultant to provide expert professional engineering design and related technical services for the rehabilitation of the Hudson Ramps Complex at the George Washington Bridge – Phase I.

The scope of services to be performed by you are set forth in Attachment A to the Authority’s standard agreement (the “Agreement”) included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

**I. PROPOSER REQUIREMENTS:**

The Authority will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirements:

- A. Successful completion of at least three (3) bridge rehabilitation projects similar in scope and complexity to those contemplated herein. The projects shall have had a minimum construction cost of \$40 million each and shall have been completed within the past ten (10) years.
- B. The proposed Project Manager shall be licensed to practice engineering in the States of New York and New Jersey and shall have a minimum of twenty (20) years’ experience from the date of submittal of the proposal performing professional engineering services involving structural, civil, electrical, and traffic engineering components. The Project Manager shall have project management experience on at least three (3) major bridge rehabilitation projects with similar size, scope and complexity to those contemplated herein.

**II. PROPOSAL FORMAT REQUIREMENTS:**

To respond to this RFP, the Proposer shall submit a concise Proposal in response to the following basic criteria:

- A. To be acceptable, this Proposal shall be no more than **40** single sided pages or **20** double sided pages, using 12 point or greater font size, not including resumes. Each resume shall be a maximum of two-pages single-sided or one-page double-sided, using 12 point or greater font size. The page limit pertains only to Letters F, G and H in Section III, below. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with **Your Firm Name**, and **RFP Number 54213** clearly indicated on the cover.
- B. Separate each section of the Proposal with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.

- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 World Trade Center, 21<sup>st</sup> Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and eight (8) copies, along with nine (9) compact disc (CD) copies of your Proposal for review. USB Flash drives will not be accepted. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the CD(s).
- D. In each submission to the Authority, including any return address label, information on the CD and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. Eastern Time on November 14, 2018**. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

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

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the below listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

### **III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, provide a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

B. Complete a copy of Attachment C (Company Profile).

C. Transmittal Letter

Submit the transmittal letter, on letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements". For all projects referenced, include the name of the company, a contact person and current telephone number for verification purposes.

Include a statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

1. If a common-law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the proposal. If a single entity proposer cannot demonstrate that it meets all of the referenced qualifications, then the single entity proposer may, with others, form a joint venture and request that the joint venture be deemed to be the Proposer (i.e. members of the joint venture may meet the qualification requirement collectively).
2. If the Proposer is a joint venture, the joint venture's Proposal contains an executed teaming agreement or, alternatively, if the entities making up the joint venture proposer have not executed a teaming agreement, the joint venture's proposal shall contain a summary of key terms of the anticipated agreement. If the joint venture proposer is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall include a letter signed by each member indicating a willingness to accept joint and several liability until the point at which a corporation, limited liability company or other form of legal entity is formed for the purposes of undertaking the Agreement.

D. Staff Qualifications and Experience

In this section, detail the experience of key individuals (including subconsultants, if any) to be responsible for the successful completion of the contemplated services. Attach a detailed resume for each key individual that includes their relevant experience and specific areas of expertise. The resumes should include their education, professional credentials and clearly identify the years of experience in the field related to the tasks for which the individual will be responsible.

Proposed Lead Design Engineers for each of the functional areas (Structural, Civil, Electrical and Traffic) listed in Attachment A shall be licensed to practice engineering in the State of New York and shall have a minimum of fifteen (15) years of experience in their areas of expertise with a minimum of ten (10) years of experience serving as Lead Engineers. In addition to the requirements for proposed Lead Design Engineers, proposed Lead Traffic Design Engineers shall also be licensed to practice engineering in the State of New Jersey. All proposed Lead Design Engineers for the aforesaid disciplines shall have professional design experience on at least three (3) bridge rehabilitation projects with similar size, scope and complexity to those contemplated herein.

The proposed community outreach task lead shall have a minimum of three (3) years of experience performing similar community outreach efforts on major bridge rehabilitation

projects in New York City with similar size, scope and complexity to those contemplated herein.

The proposed permit task lead shall have a minimum of three (3) years of experience obtaining street and highway work permits respectively on at least three (3) major bridge rehabilitation projects in New York City with similar size, scope and complexity to those contemplated herein.

E. Project Staffing Analysis:

Provide a staffing and cost analysis (including subconsultants, if any) for each task to be performed as identified in Attachment A using the Excel spreadsheet in the following link: [Attachment D – \(Staffing & Cost Analysis Sheet\)](#). The staffing and cost analysis should provide a breakdown for each discipline identifying hours of work per task, reimbursable direct costs, actual hourly pay rate, and multiplier / billing rate. Indicate billing rates for partners or principals and actual hourly rates for all other billable employees. Compensation for premium pay (i.e. holidays, shift differentials, regular days, weekends and night work or union required payments) must be included.

F. Firm Qualifications and Experience

Specific relevant experience of your firm. Submit your firm’s qualifications and experience in providing the services specified in Section I, “Proposer Requirements.” For all projects referenced, include the name of the company, a brief description, the value of services performed, a contact person, and current telephone number for verification purposes. Indicate whether said projects were completed on schedule and within budget. Provide an explanation, if applicable, for why a project was not completed on schedule and/or within budget.

G. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of said tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services described in Attachment A as well as any specific software or other technology you may employ in the performance of these services.

H. Management Approach

Provide a detailed description of the proposed management approach to be taken in performance of the required services. This shall include, but is not limited to:

1. A staff organization chart that identifies the key individuals who will be assigned to perform the services requested, their firms, work locations, and a clear management structure for sharing project responsibilities, work allocation, oversight, deliverable, costs and reporting responsibilities across multiple offices during performance of the services stipulated in Attachment A. For all intended subconsultant(s), indicate their MBE/WBE status with the Authority.
2. Your proposed organizational structure shall be responsive to the Authority’s needs; shall include your approach and schedule for keeping the client apprised of the project status, if applicable; and shall ensure the quality of the services to be performed.

3. The proposed team should include a Program/Project Manager and additional management staff as necessary to perform the scope of work as described in Attachment A. Indicate how you will assure commitment to the subject services of these key personnel and your plan for providing equally qualified personnel in the event a key person becomes unavailable during the progress of the work. Notwithstanding the aforementioned required plan, it is expected that key personnel submitted in response to this RFP will be committed to this assignment for its duration. The Consultant shall not remove or replace its Program/Project Manager or any other key personnel, as identified by the Authority, without the written consent of the Authority and the Authority will not consent until the Consultant has proffered a candidate with comparable credentials to that of the previous key person, acceptable to the Authority.
- I. Your attention is directed to Paragraph 20 of the Agreement in which the Authority has stated the Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBE) goals for participation in this program. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

The Consultant shall include its MBE/WBE Participation Plan (Form PA 3760C) with its Proposal, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

The MBE/WBE Plan submitted by the Consultant to the Authority shall contain, at a minimum, the following:

- Identification of MBE/WBEs: Provide the names and addresses of all MBE/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Agreement.
- Level of Participation: Indicate the percentage of MBE/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

All MBE/WBE subconsultants listed on the MBE/WBE Participation Plan must be certified by the Authority in order for the Consultant to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for MBE/WBEs by a particular commodity or service. The Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCR. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subconsultants or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performance of work designated for a subconsultant by the Consultant's own forces, shall be deemed a violation of this

section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored by the Authority throughout the duration of the Agreement.

The Consultant shall also submit to the Project Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or the product or service supplied by each such subcontractor/subconsultant or supplier, the date and amount of each expenditure, and such other information as it may assist the Project Manager in determining the Consultant's compliance with the foregoing provisions.

### **MBE/WBE Conditions of Participation**

MBE/WBE participation will be counted toward meeting the MBE/WBE agreement goal, subject to all of the following conditions:

1. **Commercially Useful Function:** An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Consultant and the MBE/WBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Consultant will receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.
2. **Work Force:** The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Consultant, other subcontractors/subconsultants on the Agreement, or their affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Agreement, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.
3. **Supervision:** All work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Consultant, other subconsultants on the agreement, or their affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the work.

## **Counting MBE/WBE Participation**

The value of the work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor/consultant shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. Subconsultants: One hundred percent (100%) of the value of the work to be performed by an MBE/WBE subconsultant will be counted toward the MBE/WBE goal. The value of such work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Consultant, other subconsultants or their affiliates will not be counted. When an MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subconsultant work may be counted toward MBE/WBE goals only if the MBE/WBE subconsultant is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.

2. Material Suppliers: Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

3. Broker's/Manufacturer's Representatives: One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services. The costs of materials and supplies themselves will not be counted.

4. Services: One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

5. Joint Venture: Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Contact OBDCR at (201) 395-3958 for more information about requirements for such joint ventures.

J. Provide a complete list of your firm's affiliates.

- K. If the Proposer or any employee, agent or subcontractor/subconsultant of the Proposer may have or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.

Proposers are advised that, while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time during performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that a firm(s) selected for performance of the subject services, is/are expressly precluded from participation in, or the performance of other procurement opportunities for any project on which the firm has provided such services. Proposers are directed to paragraph 32 of the attached Standard Agreement. Proposers are further advised that under this Agreement, firms must provide, upon receipt of a Task Order issued by the Port Authority, written notice to the Port Authority of any existing or potential conflict of interest the firm(s) may have in the performance of Services under this Agreement.

L. Code of Ethics for Port Authority Vendors

The Proposer's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors." Vendors must certify in writing that they will comply with every aspect of this Code. The Proposer should submit an executed Compliance Certification with their Proposal. The Compliance Certification, once executed, will be a material and integral part of any Agreement resulting from this solicitation. The Code of Ethics and the Compliance Certification can be found on the Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

- M. The selected Consultant(s) shall comply with the requirements of the Agreement. You should therefore not make any changes in this Agreement, nor restate any of its provisions in your Proposal or supporting material.

**IV. SELECTION PROCESS:**

The qualifications based selection shall take into consideration the following technical criteria, (listed in order of importance) and, subsequently cost, as appropriate:

- A. qualifications and experience of the staff proposed to perform services hereunder;
- B. project staffing analysis;
- C. qualifications and experience of the firm, including the quality of similar services provided to others including the demonstrated ability to complete the services in accordance with the project schedule;
- D. technical approach to the performance of the contemplated services; and
- E. management approach to the performance of the contemplated services.

After consideration of these factors, the Authority may enter into negotiations with the firm(s) deemed best qualified in terms of the foregoing factors to perform the required services.

## **V. NOTIFICATION OF SECURITY REQUIREMENTS FOR AVAILABLE DOCUMENTS**

The Authority will provide the documents listed in Section V of the Attachment A to Proposers interested in responding to this RFP upon request. In order to receive these documents, Proposers must submit the following:

- A. A Letter of Intent on firm letterhead to propose on this RFP, signed by a principal of the firm who is authorized to bind the firm.
- B. A completed Attachment C (Company Profile). Please note the available documents will be emailed in encrypted, password protected file only to the contact provided by the firm pursuant to #10 in Attachment C.
- C. A notarized affirmation signed by a principal of the firm that contains the following certification:
  - (1) the information provided by the Authority will be kept in confidence;
  - (2) the information provided will be used only for the purpose of obtaining pricing information required to submit a proposal; and
  - (3) the information provided will be destroyed in the event of notification that the firm was not awarded an agreement for the work to be performed.

Please send a PDF attachment of the above-requested information to Monika Radkowska at [mradkowska@panynj.gov](mailto:mradkowska@panynj.gov) and mail a hard copy with original signatures to the following address:

The Port Authority of NY & NJ  
Attention: Monika Radkowska  
Procurement Department  
4 World Trade Center  
150 Greenwich Street, 21<sup>st</sup> Floor  
New York, NY 10007

Submission of any information requested in accordance with this Section V is separate and apart from that also requested elsewhere in this RFP. If the information is also required under any section of the RFP, including, but not limited to, Proposer Requirements, the information must also be submitted with the firm's proposal. Submission of such information in response to this Section will not constitute submission of the information for purposes of the RFP.

## **VI. ORAL PRESENTATIONS:**

After review of all Proposals, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short notice. Presentations will be limited to 30 minutes, and should include material contained in your Proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff making the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling will be made by email. Please provide the name, telephone number, and email address of the person

who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

## **VII. ADDITIONAL INFORMATION:**

The Port Authority embraces a workplace where the values of diversity and inclusion support varying perspectives and backgrounds to produce a richer environment.

The Port Authority expects all our consultants, contractors and vendors, to demonstrate a similar commitment, and undertake every effort to ensure their project teams represent the diverse makeup of the communities in and around the Port District.

If your firm is selected for performance of the subject services, the Agreement you will be asked to sign will include clauses entitled “Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information” And “Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees.” By submitting a proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with its proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your proposal clearly marked “CERTIFICATION STATEMENT.”

It is Authority policy that its consultants, contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain consultants, contractors, affiliates, subcontractors/subconsultants and subcontractors/subconsultants’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

Proposers are also advised that additional vendor information, including but not limited to forms, documents and other related information, may be found on the Authority website at [www.panynj.gov](http://www.panynj.gov) or <http://www.panynj.gov/business-opportunities/become-vendor.html>.

After a review of all Proposals received, the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. Signature shall be by a corporate officer. The return of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please contact Monika Radkowska, Solicitation Manager, at [mradkowska@panynj.gov](mailto:mradkowska@panynj.gov). All such correspondence must have your name, title, company, mailing address, telephone number, and state “RFP 54213” in the subject line. The Authority must receive all questions no later than 4:00 P.M. Eastern Time, seven (7) working days before the RFP due date. Neither Ms. Radkowska, nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. For RFP updates and Addenda, if any, Proposers are encouraged to access, and monitor, the Authority website at <http://www.panynj.gov/business->

[opportunities/bid-proposal-advertisements.html](#). You should, therefore, monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

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

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

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

Sincerely,

David Gutiérrez  
Assistant Director  
Procurement Department

Attachments

## ATTACHMENT A

### PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF HUDSON RAMPS COMPLEX – PHASE I

#### I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Port Authority”, “Authority”, or “PANYNJ”) see [www.panynj.gov](http://www.panynj.gov). Additionally, an electronic version of the most recent Annual Report is available at <http://corpinfo.panynj.gov/pages/annual-reports/>.

The George Washington Bridge (the “GWB”), opened in 1931, is a two-level, fourteen lane suspension bridge carrying Interstate 95 across the Hudson River, between Fort Lee, New Jersey and the Washington Heights neighborhood in the Borough of Manhattan in New York, NY (“NYC”).

The GWB Henry Hudson ramps complex (the “HR Ramps”) is the primary connection for vehicles travelling between the Henry Hudson Parkway on the west side of Manhattan and the upper and lower levels of the GWB. The HR Ramps complex was constructed in the 1950s and 1960s concurrent with the GWB lower level expansion and are in need of rehabilitation to maintain them in a state of good repair. Based on the results of biennial bridge inspections, rehabilitation and/or replacement of the eight (8) ramps listed below has been prioritized and comprises the Phase I rehabilitation project scope.

Unless stated otherwise in this Attachment A, the following terms shall be abbreviated as follows:

- GWB Bus Station (the “GWB Bus Station” or the “GWBBS”)
- GWB Parking Garage (the “GWB Parking Garage”)
- Metropolitan Transportation Authority (“MTA”)
- New York City (“NYC”)
- New York City Department of Environmental Protection (“NYC DEP”)
- New York City Department of Transportation (“NYC DOT”)
- New York City Police Department (“NYPD”)
- New York City Transit (“NYCT”)
- New York State Department of Transportation (“NYSDOT”)
- Port Authority Construction Management Division (“CMD”)
- Port Authority Material Engineering Unit (“MEU”)
- Port Authority Police Department (the “PAPD”)
- Port Authority Quality Assurance Division (“QAD”)

#### HR2 Ramp

The HR2 Ramp is a thirteen-simple-span ramp structure on a curved alignment carrying two lanes of traffic from the eastbound upper level of the GWB (178th Street ramp) to Riverside Drive and the Henry Hudson Parkway by way of Ramps HR2, HR10, HR12, HR14, and HR16. The northernmost nine (9) spans are steel multigirder, typically with three beams per span framing into steel pier caps on single steel columns. Spans 10 through 13 consist of prestressed concrete multi-girder systems supported on transverse concrete pier caps at each pier.

Substructures in this section typically consist of a pair of individual cylindrical concrete columns per pier, each of which supports one end of the two pier caps from the adjacent spans. Piers are generally rested on spread footings keyed into rock.

#### HR2 & HR4 Ramp

The HR2 & HR4 Ramp is a ten-span concrete structure consisting of a reinforced concrete deck on two lines of prestressed concrete box-beams in spans 1 through 5 and on a prestressed concrete multigirder I-beam system in spans 6 through 9, with a short concrete structural slab in span 10. The bridge was built in the early 1960s. Cylindrical concrete piers are generally rested on either spread footings keyed into rock or pipe caissons socketed into rock.

#### HR10 Ramp

The HR10 Ramp is a fifteen-simple-span concrete structure of varying span lengths and configurations carrying four lanes of traffic south from ramps HR2, HR4, and HR8 to Riverside Drive and the Henry Hudson Parkway. Spans 1 through 4 at the South end are concrete multigirder framing into transverse concrete pier caps; spans 5 through 12 have two widely separated generally parallel prestressed concrete box beams; span 13 transitions between the two-box configuration to the south and the three-box configuration on spans 14 and 15, as the bridge widens to meet the HR2, HR4, and HR8 ramps at the north end. Piers are typically a pair of independent cylindrical concrete columns directly supporting bearings under either the box beams or the concrete pier caps. Cylindrical columns are rested on spread footings founded on or keyed into rock.

#### HR12 Ramp

HR12 is a 13-simple-span prestressed concrete box beam structure. The concrete deck with monolithic wearing surface is supported on adjacent box beams. Span length varies from 55 to 113 feet. Out-to-out width is 34.3 ft. Piers are typically a pair of independent cylindrical concrete columns, each supporting a line of box beams. The bridge was built in the early 1960s. It carries two lanes of traffic from I-95 eastbound and westbound, and parallel local streets, down to the Henry Hudson Parkway northbound and Riverside Drive southbound. Pier bents are supported by a variety of foundation systems consisting of spread footings on or benched into sloping rock, capping beams founded on either a pair of dug shafts extending down to rock, and or drilled pipe caissons socketed into bedrock

#### HR-17 Ramp

HR-17 is a four-simple-span prestressed concrete box beam structure, with two parallel boxes per span. The concrete deck spans across the two box beams and cantilevers beyond on each side to the edge of the bridge fascia. Span lengths vary from 55 to 153 feet. Out-to-out width is 34.3 feet. Each pier consists of two independent cylindrical concrete columns, with each column supporting the bearings for one line of box beams. Pier and abutment foundations are generally rested on spread footings founded on rock

#### Ramps 3 & 4 (Lower Level I-95 Main Line)

The Ramps 3 & 4 structure is a 5-simple-span multi-girder system on concrete piers. Span 2 consists of ten 25-ft. long multi-girder spans on an open spandrel concrete arch. The bridge carries two lanes of traffic in each direction, eastbound and westbound, to/from the lower level on the GWB, immediately to the east of the New York anchorage. Access for inspection will be challenging due to the arch structure.

### North Bus Bridge (Over Broadway)

The North Bus Bridge is a single-span steel structure consisting of a concrete deck on a floor beam system supported on two built-up deck girders.

### South Bus Bridge (Over Broadway)

The South Bus Bridge is a single-span steel structure consisting of a concrete deck on a floor beam system supported on two built-up deck girders. The entire structure below deck level is enclosed; access is through manhole covers in the deck onto catwalks along the outward faces of the girders.

## **II. SCOPE OF WORK**

### A. Base Work – Preliminary Design Development (Stage I)

The Preliminary Design Development – Stage I (the “Base Work”) shall generally consist of, but not be limited to: (1) conducting a 100% hands-on field survey/inspection and verification including defining the limits of work; (2) preparation of permitting documents (for all field inspections); (3) performing utility survey(s); (4) conducting load rating & testing; (5) preparation of a preliminary design report generally consisting of three rehabilitation or replacement options for each bridge: repairs only, deck replacement (including superstructure replacement for precast concrete box girder bridges), and complete bridge replacement; and (6) preparation of a preliminary construction cost estimate and Life Cycle Cost analysis to compare lifecycle costs between rehabilitation/replacement options.

### B. As Needed Work – Design Development (Stage II)

The Preliminary Design Development Stage II (the “As-Needed Work”) shall generally consist of, but not be limited to: (1) performing design verification, traffic modeling and analysis, (2) performing design development (including development of construction and staging scheme alternatives and design criteria development), utility record research, utility agreement support, and identification of permit requirements, (3) preparation of design development package report including preliminary design documents (drawings, construction cost estimate, specifications prepared to 25% Stage III level), and (4) incorporating value engineering recommendations from the Authority in Stage II for rehabilitation or replacement of the 8 ramps as set forth above.

The Consultant shall be responsible for all involved disciplines and sub-consultants on the job site, except as otherwise noted herein, and shall coordinate all services hereunder with other GWB construction contracts, as appropriate, and as required by the Authority.

The initial authorization for the performance of services hereunder will be limited to Preliminary Design Development Stage I/Base Work as defined in Section II, paragraph A. Additional authorization(s) for performance of the subsequent tasks in Design Development (Stage II) as defined in Section II, paragraph B, will be provided on an “As-Needed” basis as determined by the Authority.

## **III. DESCRIPTION OF CONSULTANT’S TASKS**

Prepare a staffing analysis for each of the Tasks separately, for performing Base Work and As-Needed Work (as defined in Section II above), using the Microsoft Excel (Excel) spreadsheets

provided in Attachment D (Staffing and Cost Analysis Sheet). The Staffing Cost and Analysis Sheet also lists tasks that are Base Work and those that are As-Needed Work.

**TASK A. PROJECT SCHEDULE AND QA/QC PROGRAM (“BASE WORK” AND “AS-NEEDED WORK”)**

1. Submit a detailed project schedule and a specific Quality Assurance/Quality Control Program (the “QA/QC Program”) for performance of all tasks. The schedule shall include but not be limited to: project milestones and interdependencies, tasks and sub-tasks, allowance for review of all submittals by the Authority, and incorporation of all Authority comments. The project schedule shall be prepared using Primavera P6 (Critical Path Method format) or industry software compatible with Primavera P6. Submit a draft schedule with the assumed construction duration to the Authority within 14 calendar days after receipt of one copy of the Agreement executed by the Authority and incorporate the Authority’s comments on the draft schedule and resubmit.
2. Prepare a PowerPoint version of the project schedule using Microsoft Office 365 – PowerPoint 2016 or compatible version. The PowerPoint file shall be made available to Authority staff for internal presentations.
3. Update the PowerPoint version of the detailed project schedule monthly, or more frequently if directed by the Port Authority, to reflect the progress of all items being tracked.

**TASK B. MEETINGS (“BASE WORK” AND “AS-NEEDED WORK”)**

Meetings shall take place within Authority facilities, NYCDOT, NYSDOT, MTA, NYPD offices or at the Consultant’s offices, as determined by the Authority. The Consultant shall:

1. Attend meetings, as required by the Authority, including, but not limited to: a kick-off meeting, monthly progress meetings, and inter-agency meetings, which may include the Authority, NYCDOT, NYSDOT, MTA, NYPD and other local agencies.
2. Prepare presentation materials for all meetings, as required by the Authority.
3. Prepare an agenda before each meeting in coordination with the Authority.
4. For all meetings it attends, the Consultant shall keep meeting minutes and, within three (3) business days after the meeting, distribute (to all meeting participants) draft minutes for review and comment (to all participants). Incorporate Authority comments as directed and submit and distribute the minutes as final within two (2) business days of receipt of such comments, and implement follow-up as appropriate. Both draft and final minutes shall identify items/issues requiring follow-up action, actions taken to date on the issues and a summary of critical path items, as appropriate.
5. Participate in meetings and coordinate with the Authority and other local agencies at the direction of the Authority to review and present scope of recommended repairs and/or rehabilitation, and associated analyses, results, and mitigation strategies. Be able to present materials, including any associated analyses (i.e. PowerPoint, graphics, etc.). In addition, assume that the deliverables noted in the traffic tasks below will be submitted to NYCDOT, NYSDOT, and/or MTA for review and comment. The Consultant shall respond to comments and incorporate those responses prior to final deliverable as appropriate.

The Authority estimates an average of 2 meetings per month, and 20 staff hours per meeting (inclusive of presentation and meeting minute preparation).

TASK C. DOCUMENT REVIEW/INVESTIGATION (“BASE WORK”)

The Consultant shall research, review, and collect copies of all documents relevant to performance of the work required by this Scope of Work that are available from the Authority’s files located at 4 World Trade Center, 150 Greenwich Street, 20<sup>th</sup> Floor, New York, NY 10007 and 2 Montgomery Street, 1<sup>st</sup> Floor, Jersey City, NJ 07302. Data which are not available at these locations shall be researched, reviewed and collected during your field verification as part of Task E.

TASK D. DESIGN CRITERIA SUMMARY (“BASE WORK”)

1. Provide a detailed summary of codes, standards, ordinances, regulations, loads, capacities, materials, utility design, and assumptions that may impact the performance of the contemplated services

All criteria to be used in preparation of the detailed summary shall conform to all applicable standards, codes, guidelines, laws, and similar rules which shall include, but not be limited to, the documents/codes/statutes listed below and be based on the edition that is in effect at the time the summary is submitted and shall be updated during Stage II, if necessary:

- a. American Association of State Highway and Transportation Officials (“AASHTO”)
  - 1) AASHTO: Load and Resistance Factor Design (“LRFD”) Bridge Design Specifications.
  - 2) AASHTO: LRFD Bridge Construction Specifications.
  - 3) AASHTO: Standard Specifications for Highway Bridges.
  - 4) AASHTO: Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
  - 5) AASHTO: “A Policy on Geometric Design of Highways and Streets.”
  - 6) AASHTO: “Guide Specifications for LRFD Seismic Bridge Design.”
- b. Federal Highway Administration (“FHWA”)
  - 1) FHWA: Seismic Retrofitting Manual for Highway Structures: Part 1 – Bridges (FHWA-HRT-06-032).
  - 2) FHWA: Seismic Retrofitting Manual for Highway Structures: Part 2 – Retaining Structures, Slopes, Tunnels, Culverts, and Roadways (FHWA-HRT-05-067).
  - 3) FHWA: Seismic Retrofitting Manual for Highway Bridges (FHWA-RD-94-052).
  - 4) FHWA: Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals.
  - 5) FHWA: Manual on Uniform Traffic Control Devices.
  - 6) FHWA-NJ-2010-006 Seismic Design Considerations: Final Report March, 2012
- c. The American Welding Society Bridge Welding Code AWS D1.5

- d. National Fire Protection Association (“NFPA”)
  - 1) NFPA 14, Installation of Standpipe and Hose Systems
  - 2) NFPA 502, Road Tunnels, Bridges, and Other Limited Access Highways.
- e. Occupational Safety and Health Administration (“OSHA”) – All Standards.
- f. Americans with Disabilities Act (“ADA”) Standard for Accessibility Design.
- g. The Society for Protective Coatings (“SSPC”)
- h. New York City Building Codes.
- i. New York City Noise Control Code Local Law 113.
- j. NYSDOT LRFD Bridge Design Specifications/Standards Specifications for Highway Bridges;
- k. New York State Department of Transportation
  - 1) NYSDOT: Bridge Manual.
  - 2) NYSDOT: Standard Specifications for Construction and Materials.
  - 3) NYSDOT: Steel Construction Manual.
  - 4) Seismic Design Guidelines for Bridges in Downstate Region, May 2016.
  - 5) NYSDOT LRFD Bridge Design Specifications EI16-016.
- l. New York City Department of Transportation
  - 1) NYCDOT: Street Design Manual.
  - 2) NYCDOT: Standard Details of Construction
- m. Part 56 of Title 12 of the Official Compilation Codes Rules and Regulations for the State of New York: (12 NYCRR, Part 56) – Industrial Code Rule 56 Asbestos.
- n. Port Authority Engineering Department Design Guidelines – Traffic
- o. Port Authority Engineering Department Design Guidelines – Civil
- p. Port Authority Engineering Department Design Guidelines – Geotechnical
- q. Port Authority Engineering Department Design Guidelines – Sustainable Infrastructure Guidelines
- r. Transportation Research Board (“TRB”) Highway Capacity Manual (HCM) 2010
- s. NFPA 72 National Fire Alarm Code
- t. NEMA National Electrical Manufacturers Association
- u. IESNA Illuminating Engineering Society of North America
- v. ANSI American National Standard Institute
- w. UL Underwriter Laboratories, Inc
- x. NEC National Electrical Codes

2. Identify conditions and precautions that apply to the field inspection/verification and construction processes, including operational restrictions and noise restrictions.
3. The Consultant is responsible for fulfilling all sustainable design requirements, including achieving compliance with the PANYNJ Sustainable Infrastructure Guidelines (“SIG”). Each alternative shall be evaluated against SIG criteria and, where necessary, separate SIG Checklists shall be provided. Target Gold level of SIG certification on each checklist, with “Certified” as the minimum acceptable standard. The SIG Checklist may include Bridge and Tunnel Rehabilitation, Bridge- New and/ or Roadway Pavement Rehabilitation project types. Include the SIG Checklist in the Design Criteria Summary.
4. Review recent contracts provided by the Authority and meet with both Authority facility and construction personnel.
5. Submit a draft Design Criteria Summary documenting findings in performance of this Task. Incorporate Authority comments, and submit the Final Design Criteria Summary.

#### TASK E. FIELD SURVEY, INSPECTION AND VERIFICATION (“BASE WORK”)

1. Prepare all maintenance of traffic (“MOT”) drawings needed for field inspections and submit to the Authority for review and approval. Inform the Authority when access and/or lane closures will be required to perform field inspections and coordinate with the Authority to obtain such access or close lanes. Meet with facility personnel to discuss any operational impacts the field inspections may have and obtain written approval from the Authority prior to performing each field inspection. Provide MOT in accordance with the approved MOT drawings, including traffic control devices, as required, to inspect the structure and to maintain traffic under and on the structure during fieldwork. MOT drawings shall be prepared for all stages of inspection and shall show the appropriate temporary traffic control devices for maintaining access for all vehicles, pedestrians, and inspection operations, which may include temporary signs, pavement markings, traffic signals, barriers, impact attenuators, and pedestrian access that complies with the Americans with Disabilities Act. Pedestrian access shall be maintained during all inspection and construction activities. Parking elimination and bus rerouting including bus stop relocation(s) shall be brought to the Authority’s attention and included on drawings as appropriate. Prepare all paperwork necessary for permit applications. All MOT design shall conform to the Port Authority’s Traffic Engineering Design Guidelines, in addition to the requirements of the agency having jurisdiction. Acquire lane closure permits as needed from agencies having jurisdiction of roadway.
2. Prior to performance of the field work, submit a draft Field Inspection/Verification Plan that identifies all locations to be inspected and includes a plan to verify existing details and conditions of all bridge elements (the “Field Inspection/Verification Plan”). As part of the Field Inspection/Verification Plan the Consultant shall develop a material testing program in consultation with the Authority. The Authority will perform material testing (all laboratory concrete and steel material testing) of the existing elements. Prior to performance of any required concrete and steel material testing, the testing schedule shall be discussed and approved by the Authority. Incorporate all field service and laboratory test data into the scope of work, as appropriate. The Field Inspection/Verification Plan must enable the Consultant to perform hand-on inspection, verify and collect all information for design and drawings development including, but not limited to:

- a. All priority, routine and safety repairs located within the project limits identified in the 2017 GWB QAD Biennial Inspection Reports of Henry Hudson Ramps and Retaining Walls dated December 2017.
- b. Locations that will be inspected to quantify, locate and define the limits of the work for all work items identified in Section II, as required to prepare the documents required hereunder, and as required to verify and supplement findings in the referenced documents, included herewith and made a part hereof.
- c. All existing bridge superstructure and substructure structural elements and the roadway safety features; previous repairs, roadway pavement, utility castings, sign structures, drainage systems, fire standpipe systems, electrical/electronics equipment (including lighting controls, light poles, fixtures, conduits, raceways, wiring, junction boxes, fire alarm system, electronics CCTV, and security devices etc.); and electrical/electronics power sources and loads that may be affected by interruption of power during relocation of electrical/electronics equipment, raceways and wiring;
- d. Utilities that may restrict access or limit performance of the verification services;
- e. Environmental requirements such as noise restrictions, environmental permits, confined spaces, and all hazardous materials (lead containing paint, asbestos containing materials, polychlorinated biphenyls “PCBs” and universal wastes, as such term is defined in 6 CRR-NY 374-3.1(i)(11)) that will be implicated by the construction. The following areas are known or assumed to contain hazardous materials. This list shall not be assumed to be comprehensive:
  - 1) Existing paint on structural steel members should be assumed to be lead containing.
  - 2) The blue cladding panels on the North and South Bus Bridges contain asbestos and lead.
  - 3) Electrical conduit embedded in the decks of the ramp bridges is assumed to contain asbestos.

Incorporate Authority comments and resubmit the draft plan as Final. Upon written approval of the Field Inspection/Verification Plan by the Authority, proceed with performance of item 3 below.

3. Field Inspection/Verification:

- a. Perform a 100% hands-on Field Inspection/Verification as required to locate and define the limits of all work required, to quantify the project scope of work, to prepare the contract documents required hereunder, and as required to verify and supplement (as appropriate) findings in the documents referenced in Section V or this Attachment A. As part of the 100% hands-on Field Inspection/Verification, perform Asbestos Containing Materials (ACM) and hazardous material surveys of the existing areas/structures which are likely to be impacted as a result of the proposed construction. Perform sampling of suspect ACM and hazardous materials. The Consultant shall collect all samples for analysis, prepare all samples for shipment to the laboratory, and complete all chain of custody forms. The Authority will perform laboratory analysis and will provide the results data to the Consultant.

- b. Verify existing field conditions including taking all appropriate field measurements. Determine conditions of all structures in their entirety (except as noted otherwise) as required to determine the location and extent of each deficiency/deterioration and to verify conditions reported in the latest Biennial Condition Inspection Report including conditions of all structural, civil, electrical and electronics components.
- c. Provide all equipment including, but not limited to, rigging, temporary structures, scaffolds and ladders as required, for your inspection of the structure and to maintain traffic under and over the structure.
- d. Perform all inspection services, closures, and acquisition of permitting documents. Street level inspections that require closures of traffic lanes, sidewalks and parking lanes may require support from PAPD, NYCDOT, NYSDOT, NYPD and/or MTA, including the preparation of permitting documents.
- e. Confirm or determine the extent of repair, modification, or relocation of existing conditions and/or utilities required to eliminate deficiencies and interferences and provide necessary clearances for construction activities.
- f. Identify on framing plans, for all the existing electrical and electronics equipment (including lighting controls, light poles, fixtures, conduits, raceways, wiring, junction boxes, fire alarm system, electronics CCTV, and security devices etc.), sign structures, power and communication to all ITS devices, utilities and their supports that interfere with the work of this project.
- g. Provide MOT, including traffic control devices, as required to inspect the structure, perform field testing, and to maintain traffic under and over the structure during fieldwork.
- h. Submit copies of completed field findings on inspection reporting forms and meet with Authority staff to discuss those findings, as required.
- i. Upon completion of the Field Inspection/Verification services submit a draft and final report documenting your findings with photographs as a standalone Field Verification Report.

**TASK F. STAGE I TRAFFIC ANALYSIS (BASE WORK)**

1. Lane Closure Hours or Hours of Work for any and all inspection and/or construction activities shall comply with the Work Hours outlined in Section VI. C. Any deviations from the Work Hours in Section VI. C. will require additional traffic analysis and Port Authority approval.
2. Traffic analysis of all roadways/intersections to be impacted in Stage I due to field inspections, including detour routes, shall be performed to evaluate traffic impacts due to proposed lane closures for inspection activities. The Consultant shall also validate that the impacts will be within acceptable levels, as determined by the Authority. Traffic analyses shall include the determination of queues, existing delays, and incremental delays of roadway segments and intersections due to inspection activities and also the determination of the Levels of Service (LOS, as defined by the Transportation Research Board's *Highway Capacity Manual – HCM 2010*) and volume to capacity ratios (v/c) for existing (no build) conditions and impacts due to proposed lane closures for inspection activities. The

Consultant shall examine regional projects (including those being conducted by the Authority and other agencies) to validate traffic diversion assumptions.

1. Traffic data used to perform analyses around project limits were collected by the Authority in fall 2017 and will be provided to the Consultant for its use. Further data collection by the Consultant during Stage I of the project may be needed in order to monitor various factors such as changes in traffic demand or patterns, neighborhood growth, other simultaneous construction projects and/or closures, etc. to be performed. Historical data from various sources, such as from the Authority or NYCDOT, shall be reviewed to determine if a supplemental data collection plan is needed for this project. In the event that required data cannot be obtained from the above mentioned data sources, additional data collection will be required for:
  - 1) Automatic Traffic Recorder (“ATR”) counts for up to 10 tube locations. ATRs would collect data for full two-week periods.
  - 2) Intersection Turning Movement/Classification (“TMC”) counts for up to 5 intersections (2 days for up to two time periods below) along conflicting crosswalk pedestrian volumes, during the following time periods.
    - Weekday Overnight (2100-0000)
    - Weekend Overnight (Sat 2100-Sun 0000)

If the time periods above do not align with the required analysis periods, the Consultant may specify up to two periods of analysis.

- 3) Field observations to aid in model calibration and/or analyses, including verifying any changes in lane usage, queuing patterns, traffic operations, etc. from fall 2017 conditions. Consultant shall assume 10 hours of field observations.
2. Coordination is necessary between the Authority and the Consultant regarding a data collection timeframe. For data collection purposes, the Consultant shall avoid including data from atypical traffic patterns, such as holidays. The data collection plan shall be provided to the Authority for approval prior to any field work commencing. All field data shall be formatted for input into the Authority’s data inventory system called the Traffic Data Management System (“TDMS”) as well as NYCDOT’s data inventory system called the Traffic Information Management System (“TIMS”). The formats will be provided to the selected Consultant prior to commencement of data collection. The Authority has, and will provide to the Consultant, traffic simulation models that utilize AIMSUN traffic simulation software and include the data collected and field observations from fall 2017 for all two (2) time periods above. These two (2) AIMSUN models shall be adopted and utilized for use in this task and in other work pursuant to this Scope of Work. These available models include the GWB NY/NJ combined model for existing conditions. The Consultant shall review the two (2) AIMSUN models provided by the Authority and determine if any updates are necessary. The Consultant shall update and modify the two (2) existing AIMSUN traffic simulation models based on any additional data collection and field observation effort identified in this Task F to perform the necessary traffic analyses for proposed lane closures for inspection activities. In addition, the Consultant shall project the Fall 2017 data in the two (2) existing models to the projected year of inspection activities utilizing sources such as Hub Bound Report, U.S. Census data, etc. Prior to performing

traffic analysis outlined in subsection c. below, the Consultant shall submit the updated AIMSUN traffic simulation models along with a technical memorandum. This submission shall also include a list of traffic analysis scenarios to be performed along with assumptions and methodology.

3. Based on the MOT drawings developed by the Consultant during Stage I of this project, the Consultant shall perform existing (no build) and proposed lane closures due to inspection activities (build) traffic analyses of up to two (2) time periods utilizing the AIMSUN traffic simulation models developed in Task F, to capture the extent of both immediate and upstream impacts of the proposed inspection activities and any detours.

All analyses, studios, reports, data, etc. provided and produced in support of this effort will become the property of the Authority and are not to be reproduced or utilized in any way by the Consultant for any purpose without the prior written consent of the Authority.

3. Traffic analysis of all roadways/ intersections for all stages of construction during hours not conforming to the Work Hours as outlined in Section VI.C shall be performed to evaluate traffic impacts due to construction and proposed detour routes. Consultant shall also validate that the impacts will be within acceptable levels, as determined by the Port Authority. Stage I traffic analysis shall assume construction of each ramp occurs independently. Stage I traffic analysis will identify any “fatal flaws” of conceptual construction staging and related maintenance of traffic.

- a. Traffic analyses shall include the determination of queues, existing delays, and incremental delays of roadway segments and intersections due to construction, and also the determination of the levels of service (“LOS,” as defined by the Transportation Research Board’s *Highway Capacity Manual – HCM 2010*) and volume to capacity ratios (v/c) for the existing, no-build construction year, and build year with the construction scenarios. The Consultant shall examine regional projects (including those being conducted by the Authority and other agencies) to validate traffic diversion assumptions.

- 1) Traffic data used to perform analyses around project limits was collected by the Authority in Fall 2017 and will be provided to the Consultant for its use. Further data collection by the Consultant over the course of the project may be needed in order to monitor various factors such as changes in traffic demand or patterns, neighborhood growth, other simultaneous construction projects and/or closures, etc. to be performed. Historical data from various sources, such as from the Authority or NYCDOT, shall be reviewed to determine if a supplemental data collection plan is needed for this project. Other supplemental data sources could include but are not limited to: Waze, Transcom, and big data sources (i.e. Streetlight). In the event that required data cannot be obtained from the above mentioned data sources, assume that additional data collection will be required for:

- a) Automatic Traffic Recorder (“ATR”) counts for up to 20 tube locations. ATRs would collect data for full two-week periods.
- b) Intersection Turning Movement/Classification (“TMC”) counts for up to 10 intersections (2 days for each time period below) along conflicting crosswalk pedestrian volumes, during the following time periods:

- Weekday AM Peak (0600-1000)
  - Weekday PM Peak (1500-2000)
  - Weekday Overnight (2100-0000)
  - Weekend Overnight (Sat 2100-Sun 0000)
  - Weekend Peak (Sat 1000-1400)
- c) Field observations to aid in model calibration and/or analyses, including verifying any changes in lane usage, geometry, existing signal timing, queuing patterns, traffic operations, etc. from Fall 2017 conditions. Consultant shall assume 80 hours of field observations.
- 2) Where possible, data shall be collected in May of the data collection year, aligning with the Authority's annual westbound counts program. Coordination between the Authority and the Consultant regarding a data collection timeframe is necessary. For data collection purposes, the Consultant shall avoid including data from atypical traffic patterns, such as holidays. The data collection plan shall be provided to the Authority for approval prior to any field work commencing. All field data shall be formatted for input into the Authority's data inventory system called the Traffic Data Management System ("TDMS") as well as NYCDOT's data inventory system called the Traffic Information Management System ("TIMS"). The formats will be provided to the selected Consultant prior to commencement of data collection. The Authority has, and will provide to the Consultant, traffic simulation models that utilizes AIMSUN traffic simulation software and will include the data collected and field observations from Fall 2017 for all five (5) time periods mentioned above. These five (5) AIMSUN models shall be adopted and utilized for use in this Project. These available models include the GWB NY/NJ combined model for existing conditions. The Consultant shall review the five (5) AIMSUN models provided by the Port Authority and determine if any updates are necessary. Assume that the Consultant shall update and modify the five (5) AIMSUN traffic simulation existing models based on the supplemental data collection and field observation effort identified above to perform the necessary traffic analyses for proposed construction impacts. In addition, the Consultant shall project the Fall 2017 data in the five (5) existing models to the projected year of construction utilizing sources such as Hub Bound Report, U.S. Census data, etc.
- 3) Based on construction staging developed by the Consultant during Stage I of this project, the Consultant shall perform existing, no-build (to proposed end of construction year), and build (with proposed construction project) traffic analyses of the five (5) time periods utilizing the AIMSUN traffic simulation models developed to capture the extent of both immediate and upstream impacts of the proposed construction and any detours. During Stage I, the Consultant shall assume analysis required for the following:
- a) 8 bridge locations, 2 scenarios for each, 2 analysis time periods, which equates to a total of 32 scenarios analyzed. Analysis of the full closures of each ramp are required scenarios shall be included in the 32 scenarios.

There may be a need to revisit the analyses during Stage II that were completed during Stage I as a result of changes to MOT, traffic patterns, new construction, etc. Stage II traffic analysis may also examine construction staging for the selected alternative. As a result, it shall be assumed that a total of 16 scenarios analyzed in Stage I shall be evaluated and performed again, as directed by the Port Authority either during Stage II. The Consultant shall identify impacts and develop mitigation strategies that are incorporated into the analyses.

b. Deliverables

- 1) The Consultant shall submit a technical memorandum of the data collection plan during Stage I, summarizing what data needs to be collected or field observations performed, prior to conducting data collection efforts. The data gathering processes, methodology, and results shall be included. In addition, the technical memorandum shall include any changes identified such as other simultaneous construction projects that could have impacts, traffic demand or pattern changes, neighborhood development, etc. All data shall be submitted to the Authority in accordance with the Authority's data requirements.

This memorandum must be submitted to the Authority for review following the notice to proceed ("NTP") for Project Stage I.

- 2) Prior to model analysis commencement, a technical memorandum of the modeling plan shall be submitted to highlight the process of bringing the traffic models from existing, to the no-build, to the built condition that includes traffic parameters, assumptions, methodology, criteria, and calibration process/results to update to the models.
- 3) The results generated by the existing conditions traffic simulation models and analysis shall be detailed in a technical report to be submitted to the Authority, along with the process of model update. The calibration process and calibration results shall also be included in the technical report. In addition, the Consultant shall submit all AIMSUN simulation electronic files on a compact disc ("CD").
- 4) The results generated by the future no-build conditions traffic simulation models and analysis shall be detailed in a technical report to be submitted to the Authority, along with the process of model update. The calibration process and calibration results shall also be included in the technical report. In addition, the Consultant shall submit all AIMSUN simulation electronic files on a CD.
- 5) The results generated by the future build conditions traffic simulation models and analysis shall be detailed in a technical report to be submitted to the Authority, along with the process of model update. The calibration process and calibration results shall also be included in the technical report. In addition, the consultant shall submit all AIMSUN simulation electronic files on a CD.

Prepare a PowerPoint presentation to provide all results to NYCDOT, NYSDOT, and other appropriate stakeholders.

- 6) The technical reports and memoranda described above in this Section b (Deliverables) shall be integrated into a single draft report and submitted to the Authority. The Authority will provide comments to the draft report and the

Consultant shall incorporate such comments and resubmit the report as final. The final report shall include, but not be limited to:

- a) All Authority comments during the review of the draft report shall be addressed.
- b) Meeting minutes shall be organized by meeting date and included in the Appendix.
- c) Summary of calibration parameters and assumptions for each simulation model.
- d) Detailed explanation of analysis methods used.
- e) Summary of data inputs and results of the simulation model.
- f) A report discussing a comparison between estimated traffic conditions obtained from the calibrated model and baseline traffic data.
- g) All analyses, studies, reports, data, etc. provided and produced in support of this effort will become the property of the Authority and are not to be reproduced or utilized in any way by the Consultant for any purpose without the prior written consent of the Authority.

#### TASK G. SEISMIC ANALYSIS OF EXISTING STRUCTURES AND LOAD TESTING (“BASE WORK”)

Perform Static Load Testing of the existing ramps. The intent of this task is to present a clearer picture of the existing condition of the ramps with a focus on the prestressed box beam spans and to establish the priority order for repair and/or replacement of the bridge superstructure and substructure for the 8 ramps. Develop a computer model for the as-designed condition and perform a load rating for that condition. Calibrate/update the computer model based on the field inspection findings. Perform load rating calculations for the existing condition and compare with the as-designed condition and the results from the Static Load Testing. Check overall deflection under load testing. Perform continued deterioration scenario analysis: determine load-ratings for the prestressed concrete box girder spans if an additional 25% of bottom prestressing strands are lost. Scenario analysis should inform the long-term recommendations for the Stage I report.

Perform a seismic assessment of each ramp structure to identify any seismic deficiencies. This assessment shall include seismic analysis which will be based on the following critical bridge performance criteria:

1. Lower Level Analysis: 1.5 times the 1000-year event based on the 2009 AASHTO Guide Specifications for LRFD Seismic Bridge Design.
2. Upper Level Analysis: 2500-year event based on NYCDOT Seismic Design Guidelines for Bridges, 2016.
3. Analysis Procedure: Multimode Response Spectrum Method.

The consultant shall make recommendations on addressing any seismic deficiencies identified in the seismic analysis.

#### TASK H. STAGE I REPORT (“BASE WORK”)

Prepare a Stage I report based on the results of the field inspection/verification and the load testing. For each ramp structure in the project scope, three options for rehabilitation/replacement shall be considered: repairs only, deck replacement (including

superstructure for spans with prestressed concrete box girders and including modifications to substructure as necessary to meet seismic requirements), and complete bridge replacement. The complete bridge replacement is intended to serve as a comparison option only for evaluating construction costs and Life Cycle Cost Analysis (LCCA). Submit 75%, pre-final, and final versions of this report. At minimum, the final report should contain:

1. A general summary of the condition of each of the 8 ramps in the project scope, along with discussion of each of the three rehabilitation/replacement options as it relates to each ramp.
2. Preliminary construction cost estimates tabulated by ramps and by rehabilitation/replacement option. Preliminary construction cost estimates shall include all disciplines as well as contractor mobilization and general conditions.
3. Preliminary structural drawings, including ramp plans and sections to define the major work required for each rehabilitation/replacement option.
4. Preliminary construction staging drawings for all alternatives. Construction Staging drawings shall be developed to minimize traffic impacts as validated by traffic analysis in Task F.
5. Preliminary MOT contract drawings for the construction contract. Preliminary MOT contract drawings shall be prepared for all stages of inspection and construction and for all inspection and construction activities and shall show the appropriate temporary traffic control devices for maintaining access for all vehicles, pedestrians, and inspection operations, which may include temporary signs, pavement markings, traffic signals, barriers, impact attenuators, and pedestrian access that complies with the Americans with Disabilities Act shall be maintained during all inspection and construction activities. Parking elimination and bus rerouting including bus stop relocation(s) shall be brought to the Authority's attention and included on drawings as appropriate. MOT drawings shall correspond with Construction Staging ("CS") drawings and traffic analyses performed in Task F. Prepare all paperwork necessary for permit applications. All MOT design shall conform to the Authority's Traffic Engineering Design Guidelines, in addition to the requirements of the agency having jurisdiction.
6. Preliminary traffic design drawings for all permanent roadway signs and pavement markings. Provide the conceptual sign message, size, type, and location for the permanent roadway guide signs and conceptual pavement marking layouts which shall be developed into preliminary design documents by the Consultant upon Authority review and approval. Design all signs and pavement markings in accordance with the Authority's Traffic Engineering Design Guidelines. The Port Authority will provide the electronic files (CAD and JPEG versions) of logos and symbols, if applicable. Design the structures and foundations for all ground mounted and overhead signs.
7. Preliminary Intelligent Transportation Systems (ITS) drawings. Identify potential impacts and quantify the associated costs on existing ITS assets for the design alternatives. ITS assets may include but are not limited to Dynamic Message Signs, Variable Speed Limit Signs, CCTV, Vehicle Detection Stations, Road Weather Information Stations, Lane Use Control Signals, or Travel Time Systems.
  - a. Identify all existing ITS devices within the area so impacts of each design alternative can be assessed. Coordinate with the electronics designer to account for impacts to communications to the ITS devices and to ensure compliance with electronics

requirements. Coordinate with the electrical designer account for impacts to power to the ITS devices and to ensure that impacts to all communications and power to all ITS devices have been identified and quantified.

- b. For the purposes of this Stage I, treat all ITS equipment currently proposed under projects in design or construction as existing ITS equipment. Identify new ITS devices for this area. If there are locations within the preferred alternative project area where other ITS devices would be needed, provide a list of recommended deployments following the Authority ITS Design Guidelines. All GWB projects for this area should be reviewed for planned deployment, and the following two projects are currently known to have ITS deployments:
  - 1) GWB-244.236 Intelligent Transportation System Replacement of Signs and Field Devices (100% design)
  - 2) GWB-244.042 Rehabilitation of 178th and 179th Street Ramps, Bus Ramps and Bus Turnaround, including the post award contract changes
- c. Provide Stage I Engineer Estimate for the costs of the impacts to and/or relocations of the existing ITS devices. Provide a separate Stage I Engineer Estimate for any new ITS device deployment.

The following information can be utilized to help determine the scale of effort for the existing ITS devices:

- 1) Existing - 4 CCTV locations.
  - 2) Existing - one existing Travel Time Site within the HR Ramp area of this project.
  - 3) GWB-244.236 - two vehicle detection sites, counting 16 lanes of traffic on the ramps
  - 4) GWB-244.236 - one vehicle detection site, counting 10 lanes of traffic at I-95.
  - 5) GWB-244.042 - 4 CCTV in the area of this project.
- 8. Stage I traffic analysis as discussed in Task F.
  - 9. Include the Geotechnical Section provided by the Authority. This section will include, but not be limited to, the following:
    - a. Subsurface Conditions: Existing Geotechnical borings information will be reviewed to provide subsurface conditions and geological profile for the bridge ramps. Based on this review, a geotechnical investigation program is to be developed to supplement available information. The investigation program shall include the required geotechnical investigations developed to sufficient detail, including but not limited to obtaining geophysical data to obtain seismic soil data to characterize the site for seismic analysis. The borings will be performed by PA Materials Engineering Unit (MEU) in Stage I.
    - b. Supplemental Boring Program: Identify gaps in the subsurface information coverage and the need for additional data for complete bridge replacement and or retrofit option for Stage II. The borings will be performed in Stage II, if required.

- c. Recommended Geotechnical Parameters and Criteria: Criteria shall include but not be limited to developing a site response spectrum for the earthquake event(s) based on the selected site class for the bridge ramps, static and dynamic bearing capacity for existing foundations.
  - d. Recommendations for Slope Stabilization: If needed, due to impact of rehabilitation of substructures for the bridge ramps/replacement option and seismic stability evaluation.
  - e. Recommended foundation type for the replacement and retrofit option.
  - f. Construction cost estimate for substructure modifications and foundation cost for the complete bridge replacement option.
10. Preliminary Electrical/Electronics drawings including, but not limited to, location plans and sections with photographs for each existing electrical/electronic system associated and mounted on all of the bridges in the project scope and to define the major work required for each rehabilitation/replacement option, and partial one-line diagrams.
11. Proposed recommendations for replacement and/or relocation of all electrical/electronics equipment including, but not limited to, light poles with vibration damper, fixtures, conduits mounting/routing methods, CCTV, and access control.
12. LCCA, comparing the total present value of the three rehabilitation/replacement options (as listed below). The LCCA should also consider user impact costs for each option. For each LCCA, direct costs and user impact costs should be tabulated separately and totaled.
- a. Rehabilitation of the bridge deck, girders and substructure.
  - b. Replacement of the bridge deck and rehabilitation of the girders and substructure. For prestressed concrete box girder spans replacement of superstructure shall be included as well as including modifications to substructure as necessary to meet seismic requirements.
  - c. Bridge replacement.
13. Based on the current condition and the LCCA, provide short-term and long-term recommendations for the rehabilitation/replacement option that is most appropriate for each ramp. In general, the same option will be selected for all spans within a particular ramp. However, if there is a technical or staging reason for mixing options within a particular ramp, this should be identified in the Stage I report.

**TASK I. STAGE II TRAFFIC ANALYSIS (“AS NEEDED” WORK)**

Traffic analysis of all roadways/ intersections in all stages of construction and proposed detour routes occurring during hours not conforming to the Work Hours as outlined in Section VI.C shall be performed to evaluate traffic impacts due to construction and to validate that the impacts will be within acceptable levels, as determined by the Authority. Assume that a total of 16 scenarios analyzed in Stage I shall be evaluated and performed again, as directed by the Port Authority either during Stage II. Stage II traffic analysis shall examine construction staging of chosen alternative from Stage I, as well as refine any chosen analyses from Stage I. The Consultant shall identify impacts and develop mitigation strategies that are incorporated into the analyses. All analyses, studies, reports, data, etc. provided and produced in support of this effort will become the property of the Authority and are not to be reproduced or utilized

in any way by the Consultant for any purpose without the prior written consent of the Port Authority.

**TASK J. DESIGN DEVELOPMENT PACKAGE REPORT (STAGE II “AS NEEDED” WORK)**

Upon final submission of the Stage I report, the Authority will review the Consultant’s findings and select an appropriate rehabilitation or replacement option for each ramp. The selected option will be provided to the Consultant prior to the start of Stage II.

Develop existing, repair/retrofit/replacement and construction staging plan, sections and details (including maintenance and protection of traffic drawings) for performing all scope of work items. The preliminary design documents shall be developed to the 25% final design level covering all disciplines and shall have sufficient details to perform a value engineering (“VE”) and constructability review under Task K. Update staging plan as required (estimate up to 5 revisions) to accommodate the biennial condition inspection report and GWB facility operations, and to minimize roadway closures based on consultations with all agency stakeholders. Construction staging shall be confirmed with the traffic analysis performed in Task I.

Prepare a draft Design Development Package (“DDP”) report documenting your traffic analyses and studies, selected rehabilitation/replacement schemes, and preliminary design documents (25% final design level contract drawings, specifications and construction cost estimate) in performance of the foregoing tasks. Submit 50% draft DDP, pre-final DDP and final DDP report for review by the Authority. Incorporate Authority comments and changes as required. The DDP report shall also include but not be limited to:

1. Design development of:
  - a. Details, materials, systems and staging schemes for the selected option (rehabilitation, deck replacement or total bridge replacement) for all of the project ramps, including utilities (may be replaced, relocated or temporarily). The staging schemes and MOT schemes shall be developed in conjunction with Task I.
  - b. Complete seismic retrofit in accordance with the current code to the extent necessary as determined during Task G.

2. Geotechnical:

The Authority will provide the following Geotechnical Services:

- a. The Authority’s Geotechnical and Materials Engineering Unit (MEU) will perform the required supplemental boring program prepared in Stage I and provide geotechnical design criteria to the Consultant to finalize seismic retrofit analysis and other scope of work outlined in Section II.
- b. Provide foundation type for rehabilitation or the replacement options of each bridge as needed.
- c. Prepare geotechnical drawings for selected foundation type and slope stabilization details as needed.
- d. Develop construction cost estimate for substructure modifications and foundation cost for the complete bridge replacement and/or retrofit options.

3. Environmental and Permit requirements:
  - a. Based on Task E's findings, identify environmental requirements relating to the construction, such as, but not limited to, noise restrictions, confined space, and abatement/removal of lead containing paint, asbestos and hazardous materials.
  - b. Identify all permits that are required. Provide a list of required permits and issuing agencies as part of this task. Prepare all required permit application materials for review by the Authority. Revise application materials based on Authority review comments and prepare application packages for submission to the regulatory agencies. Permit application packages include, but are not limited to, application forms, drawings, supporting documentation, public notifications, and fees.
  - c. Provide a Stage II level design which includes location plans and preliminary cost estimates for the abatement/removal and disposal of hazardous materials, including ACM, PCBs, lead containing paint, universal wastes, etc.
  - d. Provide a noise-monitoring plan with locations to be monitored.

4. Sustainable Design:

Develop a draft sustainable design section of the Stage II report demonstrating SIG compliance. Identify contract documents and support documents required to comply with each SIG credit identified in the Stage I report. Provide a draft narrative of how each targeted or possible credit will be achieved. Stage II report to build upon and further elaborate on the strategies for integration of the SIG credits identified in the Stage 1 report.

5. Electrical & Electronics Engineering

Perform all tasks necessary to provide Stage II deliverables according to Base Work Stage I Report with the alternatives approved by the Port Authority:

- a. Provide modified conceptual one-line diagram to accommodate all required loads. (Power, lighting, signage, traffic, electronic, etc.).
- b. Identify electrical/electronics power sources and loads that will be affected by interruption of power during the repair/replacement or relocation of the electrical/electronics equipment and raceways and provide solutions for eliminating any interruptions due to the work of this project.
- c. Identify, on framing plans, all locations where electrical equipment (including lighting fixtures, above and below the ramp roadways, lighting controls, power panels, boxes, raceways, and electronics equipment) will be removed, relocated, temporarily or permanently replaced, or otherwise affected by the selected rehabilitation/replacement option.
- d. Conduct field survey(s) and trace each circuit for each conduit of existing electrical/electronic systems associated and mounted on all of the bridges in the project scope and prepare field condition drawings with photographs. Provide licensed electricians to perform the tracing. Authority facility electricians will provide access to manholes, junction boxes as needed.
- e. Provide preliminary design drawings including, but not limited to, plans, layouts, diagrams, schedules, and details.

- f. Provide staging phasing and testing requirements for all electrical and electronics works.
  - g. Provide construction schedule and cost for all electrical and electronics works.
  - h. Identify equipment that will be temporarily or permanently relocated or replaced. Such equipment shall be relocated to avoid interference with structural work and shall not reduce the existing clearances for the roadways below the existing ramps.
  - i. Provide performance specifications for roadway lighting design for the ramps in accordance with the approved Design Criteria Summary.
6. Civil Engineering
- a. Prepare preliminary contract drawings showing roadway baseline, horizontal and vertical alignments, horizontal alignment coordinates and curve data information, superelevation, for all proposed roadways including the main line structure, ramps and temporary roads where required.
  - b. Identify new utilities and utility relocation, paving plans, grading, and drainage plans and all related construction details and specifications for the at grade roadway sections.
  - c. Identify elevations and sections to depict geometry, typical construction, and to demonstrate staging
  - d. Identify curb, barrier wall and sidewalks for each roadway
  - e. Identify roadway tie-in location and pavement reconstruction required at the tie-ins.
  - f. Identify stormwater management as required to comply with the NJDEP stormwater management regulations.
  - g. Prepare drawings required to support environmental permits, including soil erosion plans, as required.
  - h. Pavement Restoration – include plans and details where pavement restoration is required.
  - i. Identify details for new drainage structures grates, in compliance with NJDEP requirements.
  - j. Identify areas designated for the contractor’s use and staging, plans and details for fencing, paving and pavement restoration as required.
  - k. All mapping, horizontal and vertical alignments shall be prepared in the following datum:
    - 1) Horizontal Control: Is referenced to PANYNJ-CRS (2011) (equivalent to the North American Datum of 1983 New York State Plane Coordinate System-Long Island Zone (NAD83 NYSPCS-LI))
    - 2) Vertical Control: Is referenced to NAVD 88 (Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88)).
7. Traffic Engineering
- a. Prepare all MOT drawings needed for Consultant’s inspections during the design phase and MOT contract drawings for the construction contract. MOT drawings shall be

prepared for all stages of inspection and construction and all inspection and construction activities showing the appropriate temporary traffic control devices for maintaining access for all vehicles, pedestrians, and construction operations, which may include temporary signs, pavement markings, traffic signals, barriers, impact attenuators and pedestrian access that complies with the Americans with Disabilities Act shall be provided during all stages of construction. Parking elimination and bus rerouting including bus stop relocation(s) shall be brought to the Port Authority's attention and included on drawings as appropriate. MOT drawings shall correspond with Construction Staging ("CS") drawings and traffic analyses performed in prior Tasks. All MOT design shall conform to the Authority's Traffic Engineering Design Guidelines, in addition to the requirements of the agency having jurisdiction. The Consultant shall acquire roadway closure permits as needed for inspection activities.

- b. Prepare preliminary design drawings for all permanent roadway signs and pavement markings. Provide the conceptual sign message, size, type, and location for the permanent roadway guide signs, and conceptual pavement marking layouts, which shall be developed into preliminary design documents by the Consultant upon Authority review and approval. Design all signs and pavement markings in accordance with the Authority's Traffic Engineering Design Guidelines. The Authority will provide the electronic files (CAD and JPEG versions) of logos and symbols, if applicable. Design the structures and foundations for all ground mounted and overhead signs. Perform sign lighting assessment for permanent roadway guide signs and incorporate results of assessment into preliminary design.
- c. Develop a draft Transportation Management Plan (TMP) that summarizes the project, impacts of construction to local and regional roadway networks adjacent to the GWB, and mitigation strategies to minimize those impacts. This should include the ITS devices used for monitoring construction impacts. Assume that a TMP report in accordance with the *PANYNJ Transportation Management Plan Guidelines* will be required. The Consultant shall submit a fifty percent (50%) draft TMP report and a 100% final TMP report to be reviewed by the Authority. The draft TMP report shall be reviewed by all stakeholders from affected agencies. It is anticipated up to 4 meetings will be needed during the course of preparation of the draft TMP report.
- d. Based on the traffic analysis, identify the areas where ITS devices for construction monitoring may be needed beyond the existing and new devices identified in the Stage I effort.
  - 1) Metrics for determining where devices are deployed shall be based on discussion with the Planning, Transportation Technologies, and Agency Operation Center groups within the Authority's Traffic Engineering department. Key locations will focus on be local streets where detours are required, and areas where the analysis shows high congestion, queues and delays.
  - 2) Review existing documentation for types of systems deployed for monitoring during recent construction on other Authority projects. Typical systems for monitoring may include:
    - a) Vehicle Detection Stations (current system on PA Network preferred)
    - b) Travel Time System sites (both permanent and temporary)

- c) Cameras (both permanent and temporary)
- d) Portable Changeable Message Signs

The intent is for the designer to include recommendations for systems that may be innovative which saves time, costs, and/or reduces difficulties in contracting or implementing. These systems should also meet high reliability, accuracy and accountability for the information provided.

- 3) Develop a short list of recommendations for ITS devices for construction monitoring for review with Traffic Engineering, Project Management, and the facility (25% level concept site drawings).
- 4) Develop 50%, 100% and final Stage II drawings for construction monitoring devices following Port Authority Engineering Design Guidelines. This design should include preliminary communications, electrical, and any structural designs for the construction monitoring systems.
- 5) Develop a Stage II Engineer's engineering estimate for the cost of each system identified for construction monitoring. The estimate should be configured to be easily modified so that variations in deployment for each system can be independently evaluated and quickly changed.
- 6) If strategies for construction monitoring devices include any permanent deployment recommended in Stage I, develop a more refined Stage II Engineer's Estimate for the work remaining to be performed within the HR ramp construction.
- 7) Develop a deployment strategy for these systems through a series of meetings with Line Department Project Manager, Traffic Engineering, and Construction Management. This discussion should take place at the 50% level of drawing development. The deployment strategy should both determine the method and timing of the installation of the equipment identified for Construction monitoring. For devices which collect data, deployment strategies should focus on deployment at least a year prior to construction impacts so that dateline data can be gathered.
  - a. Develop a report documenting all the stages of ITS deployment that includes:
    - 1) A summary of all the finding and recommendations of Stage I and Stage II
    - 2) Drawings and documentation of the Stage I ITS recommended devices
    - 3) Drawings and documentation of the Stage II ITS construction monitoring devices
    - 4) An Engineer's Estimate for all the stages and alternatives for ITS device deployment, including a narrative explaining the different deployments and reasoning for staged deployment. This section should include the deployment strategy decisions.

## 8. Plumbing & Fire Protection

- a. Identify, on framing plans, all locations where drainage and fire protection conduit and appurtenances will be removed, relocated, temporarily or permanently replaced, or otherwise affected by the selected rehabilitation/replacement option.
- b. Drainage and fire protection conduit and appurtenances that will be temporarily or permanently relocated or replaced shall be relocated to avoid interference with structural work and shall not reduce the existing clearances for the roadways below the existing ramps.

## 9. Architectural

All architectural design and treatments and locations shall be reviewed by the Authority's Architecture Department. They include but are not limited to the following systems and locations:

- a. Blue Panel Cladding System: Identify existing blue panel cladding system on the North Bus Bridge and on the South Bus Bridge.
  - 1) Blue panel cladding system includes blue panels, panels core and metal frame behind, below and above panels and any other elements related to and part of this system.
  - 2) Indicate whether any part of the blue panel cladding system must be removed to complete structural work or can remain.
  - 3) If removal is required, recommend method for reinstallation that will maintain the architectural quality of the system. Provide design drawings (plans, elevations, perspectives, details) to illustrate and define proposed changes.
  - 4) Coordinate with the Authority to recommend hazardous material mitigation (ACM removal, lead removal, encapsulation or other remediation required by environmental regulations).
  - 5) Coordinate work on blue panel cladding system with other Authority projects occurring on the North and South Bus Bridges.
- b. Exterior Suspended Ceiling and Soffit Systems: Identify all exterior ceiling and soffit systems that may be affected by proposed work on the bridges.
  - 1) Indicate whether any part of the system shall be removed to complete structural work or shall remain.
  - 2) If removal or partial removal is required, recommend whether complete replacement or partial replacement will best maintain the architectural quality of the system. Provide design drawings (plans, elevations, perspectives, details) to illustrate and define proposed changes.
  - 3) Recommend method for reinstallation if only partial replacement is acceptable to the Authority.
- c. Traffic barriers or other temporary construction barriers or partitions: All temporary construction barriers and partitions that are in public view shall have architectural treatments that conform to Authority standards. Architectural treatments and locations shall be reviewed by the Authority's Architecture Department.

10. Estimate the construction cost and construction schedule for the selected rehabilitation or replacement option for all Scope of Work items including temporary works (supports, platforms, shielding, paint containment systems, utility relocations, etc.).
  - a. Prepare construction cost estimates for the selected rehabilitation or replacement option for the HR Ramps individually based on the preliminary contract drawings and Specifications and in accordance with the Authority's "Estimating Procedures" included herewith and made a part hereof. Include the estimates as part of the 50%, Pre-final, and Final Stage II DDP document submittals developed as part of prior Tasks.
  - b. Provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long-lead time items. Present the construction schedule in bar chart form using days, weeks or months, as appropriate, for the unit of time. Coordinate with the Authority's CMD when preparing the Construction schedule and obtain their approval.
  - c. Estimates of cost and construction schedule(s) shall reflect conditions and precautions, winter suspensions, mobilization, shop drawings, hours of work and security requirements established specifically for this project. Establish the specific requirements for this project with the Facility, by verifying/revising the current Conditions and Precautions (see Section VI).
11. Prepare a preliminary list of required contract specifications.

**TASK K. VALUE ENGINEERING AND CONSTRUCTABILITY REVIEW ("AS-NEEDED WORK")**

The Authority will perform a Value Engineering (VE) review using the draft DDP report prepared as part of Task J. The Consultant shall perform a constructability review and support the VE program including developing and submitting to the Authority five days prior to the scheduled meeting with the Authority's VE project team, a presentation in MS Office PowerPoint 2016 format providing the overview of the project and relevant information from Task J, for the Authority's review and comments, until it is deemed final by the Authority. The Consultant shall give the presentation at the scheduled meeting with the Authority's VE Project team. Submit to the Authority's Lead Engineer or Lead Architect, in the designated location and electronic format, one (1) copy of the draft PowerPoint Presentation for review and finalization. Following finalization, submit to the Lead Engineer or Lead Architect two (2) business days prior to the scheduled VE meeting, in the designated location and electronic format, one (1) electronic copy of the final PowerPoint presentation.

Following the Authority's VE project team's analysis, participate in a scheduled meeting with this project team to review the proposed VE recommendations, design suggestions, and/or added value ideas.

Following the meeting with the Authority's VE project team participate in a stakeholder review meeting to discuss VE recommendations, provide guidance to the Authority project team, and at the Authority's direction, incorporate accepted recommendations, design suggestions, and/or added value ideas to the design. Incorporate the VE recommendations in the final DDP report under Task J.

#### **IV. SCHEDULE AND SUBMISSIONS**

1. Submit the work identified above for review by the Chief Engineer within the number of calendar days stipulated below after receipt by you of one copy of the Agreement executed by the Authority.
  - a. Submit the Project Schedule required under Task A above, and your specific QA/QC Program for the professional services to be performed in connection with the Final Design, traffic analyses, and the preparation of Contract Drawings and Specifications specified herein within 14 calendar days. Also, submit Draft Data Collection Plan Memorandum (Traffic Analysis) within 30 calendar days. Authority comments will be forwarded to the Consultant within 7 calendar days after receipt of said submission.
  - b. Submit 10-sets of the Design Criteria Summary within 21 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission.
  - c. Submit your Field Inspection / Verification Plan and Inspection Health and Safety plan within 28 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission.
  - d. Submit all AIMSUN models and associated files for all time periods within 120 calendar days.
  - e. Submit Technical Memorandum outlining lists of scenarios to be analyzed, assumptions, and methodology within 120 calendar days. Authority comments will be forwarded within 14 days of receipt of said submission.
  - f. Submit 10-sets of the Pre-Final Field Inspection/Verification Report within 255 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
  - g. Submit 15-sets of the Final Field Inspection/Verification Report within 300 calendar days incorporating all Authority comments.
  - h. Submit 10-sets of the 50% Draft Stage I Report within 330 calendar days. Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
  - i. Submit 10-sets of the Pre-Final Stage I Report within 375 calendar days. Port Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
  - j. Submit 15-sets of the Final Stage I Report within 420 calendar days incorporating all Port Authority comments.
2. Submit the Stage II work identified above for review by the Chief Engineer within the number of calendar days stipulated below after receipt of authorization to proceed with performance of the Stage II As Needed work. The time periods set forth below will begin upon acceptance of the Stage I report and authorization to proceed with the performance of Stage II work.

- A. Submit 10-sets of the 50% Draft Stage II/DDP report within 120 calendar days. Port Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
- B. Submit 10-sets of the Pre-Final Stage II/DDP report within 165 calendar days. Port Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
- C. Submit 15-sets of the Final Stage II/DDP report within 210 calendar days incorporating all Authority comments.
- D. Submit all minutes of meetings no later than 3 business days from the date of the meeting.

**V. INFORMATION AND MATERIALS PROVIDED BY THE PORT AUTHORITY**

The Port Authority will make the documents listed below available for the Consultant's informational use only. The documents specified below were not prepared for the purpose of providing information for the Consultant under the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They are made available merely for the purpose of providing the Consultant with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

- 1. HRB-9 New York Approach Riverside Drive Connections
- 2. GWB-110.270 Henry Hudson Ramps Rehabilitation Phase II
- 3. GWB-130.001 Connections to the Henry Hudson Parkway Stage I Foundations
- 4. GWB-130.002 Connections to the Henry Hudson Parkway Stage I Superstructure
- 5. GWB-130.006 Connections with Henry Hudson Parkway – Stage I
- 6. GWB-200.012 Lower Level Expansion Bus Station
- 7. GWB-190.003 Lower Level Expansion NY Approach Section - 1
- 8. GWB-190.004 Lower Level Expansion NY Approach Section - 2
- 9. GWB-190.008 Lower Level Expansion NY Approach Section - 7
- 10. GWB-190.119 Lower Level Expansion NY Approach Section – 1C
- 11. Formats for Port Authority's TDMS data inventory system as well as NYCDOT TIMS data inventory system.
- 12. Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic, prepared by the Port Authority Engineering Department and dated July 1, 1929.
- 13. GWB 2017 Inspection Report of Henry Hudson Ramps and Retaining Walls, December 2017 ("2017 GWB QAD Biennial Inspection Report").
- 14. Port Authority Transportation Management Plan (TMP) Guidelines

15. Port Authority CADD Standards (<http://www.panynj-cadstandards.com> )
16. Port Authority Engineering Department Estimating Procedures, dated 2009 (<http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-estimating-guidelines.pdf>)
17. Sustainable Infrastructure Guidelines prepared by the Port Authority Engineering Department and dated March 23, 2011 ([http://www.panynj.gov/business-opportunities/pdf/PANYNJ\\_sust\\_infra\\_guidelines.pdf](http://www.panynj.gov/business-opportunities/pdf/PANYNJ_sust_infra_guidelines.pdf) )
18. Port Authority Index of Standard Technical Specifications, June 9, 2016 ( <http://www.panynj.gov/business-opportunities/pdf/engineering-consultants-standard-specifications-index.pdf> )
19. Port Authority Contracts Unit Review Standards (<http://www.panynj.gov/business-opportunities/pdf/contracts-unit-review-standards.pdf> )
20. Port Authority Engineering Department Design Guidelines – Traffic ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/traffic.pdf> )
21. Port Authority Engineering Department Design Guidelines – Civil ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/civil.pdf> )
22. Port Authority Engineering Department Design Guidelines – Geotechnical ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/geotechnical.pdf> )
23. Port Authority Engineering Department Design Guidelines –Structural ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/structural.pdf> )
24. Port Authority Engineering Department Design Guidelines – Electrical ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/electrical.pdf> )
25. Port Authority Engineering Department Design Guidelines – Environmental ( <http://www.panynj.gov/business-opportunities/pdf/discipline-guidelines/environmental.pdf> )
26. PANYNJ GWB Routine Lane Closure Guidelines.
27. Relevant PANYNJ Historical Boring Logs (SL Drawings)

## **VI. CONDITIONS AND PRECAUTIONS**

### **A. General**

1. All engineering drawings and documents are to be handled, transmitted and destroyed in accordance with Port Authority guidelines. Accordingly, the Consultant/sub-consultant execute Non-Disclosure and Confidentiality Agreements regarding the handling of Protected Information. The Consultant shall designate a Security Information Manager (“SIM”) for the subject Port Authority project. The SIM is

responsible for each firm's compliance with Information Security Requirements, identifying members of their teams who will need access to documents and for assuring that those members have passed the requisite background checks and have completed the requisite forms. The SIM shall oversee the collection of required non-disclosure agreement documents and shall submit original signed forms, such as General Firm Non-Disclosure Agreement, Exhibit A – Individual Acknowledgment, Exhibit B – Sub-Consultant (if required), and Engineering Security Education and Awareness Training sign-in sheets to the Port Authority's identified Department Information Security Officer.

2. All references to standards and guidelines shall be interpreted to include any revisions, amendments, supplements, and updates to such standards and guidelines, as applicable
3. All electronic engineering drawings and documents shall be transmitted through the Authority's designated Content Management system, Content Server (formerly Livelink) for electronic files transfer. Upon receipt of a fully executed agreement, the Consultant shall provide to the Authority a list of staff who will require access to Content Server (formerly Livelink). The Authority staff will submit the required account access forms on behalf of the Consultant staff. Upon review and approval, a Content Server account will be established and a token, with instructions, will be sent to the Consultant's identified SIM office for distribution to staff.
4. Ensure Items 1 and 2 (immediately above) are performed upon commencement of work to ensure successful on-time submissions in accordance with the schedule identified in Section IV.
5. Immediately inform the Authority of any unsafe condition(s) discovered at any time during the course of this work.

Notify the Authority immediately of any distress encountered during field inspection that presents a safety hazard or hazardous conditions that require emergency repairs or immediate action. If encountered, compensation for the preparation of any emergency repair designs shall be computed in accordance with the paragraphs of the Agreement relating to compensation and shall not be charged against the estimated cost, provided that none of these items result from the actions of the Consultant including, but not limited, to any emergency repairs needed due to design errors.

6. Follow access, personnel identification and security requirements at the site. These requirements include but are not limited to, daily notification to the GWB Operations Staff when entering and exiting the site, obtaining identification placards for all vehicles on site and police-issued badges for all site personnel.
7. Provide all equipment necessary to access all areas for Consultant's inspection and for the Authority's field testing and sampling. Protect pedestrian and vehicular traffic at all times during field verification, field testing and investigation.
8. Provide a site specific Health and Safety Plan for Consultant staff engaged in fieldwork.
9. Vehicular traffic on the GWB shall always have priority over any and all of the Consultant's operations.
10. All electronic and hard copy drawing files shall be in compliance with the Port Authority's CAD standards.

B. Work Areas

1. Limit work-site operations to the areas necessary for the performance of such inspection and do not interfere with the operation of the facility without first obtaining specific approval from the Port Authority.
2. During all periods of time when not performing operations at the work site, store all equipment being used for the inspection in areas obtained by the Consultant at its own expense.
3. Do not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours

1. Work not requiring lane closures shall be performed from 07:00 to 15:00 each day, Monday through Friday.
2. The typical hours of work permitted by the facility have been tabulated below. It should be noted that work hours vary in the eastbound and westbound direction during daytime activities only. Nighttime hours remain the same regardless of the travel direction.

<b>PERMITTED HOURS OF WORK</b>		
Daytime	Eastbound – Single curb lane closure (Monday thru Friday)	11:30 to 15:30
	Westbound – Single curb lane closure (Monday thru Friday)	08:30 to 14:30
Nighttime	Weekdays – Eastbound or Westbound full closure of Lower Level (Monday thru Thursday)	23:00 to 05:00
	Weekends – Eastbound or Westbound full closure of Lower Level (Saturday and Sunday)	00:00 to 08:00

3. Lane Closures:

- a. Single curb lane closures may be performed during daytime.
- b. No single lane closures nighttime.
- c. Multiple lane closures are only permitted during nighttime hours.
- d. Upper Level nighttime closures are limited to three lanes.
- e. During periods when lanes are closed on the upper level, no lane closures will be permitted in the same direction on the lower level. During periods when all lanes of the lower level are closed in any direction, no lane closures will be permitted in the same direction on the upper level.
- f. Simultaneous closure of eastbound and westbound roadway lanes is not permitted.
- g. Independent single center lane closures are not permitted throughout the facility. Any work requiring the closure of a center lane in either direction must be

accompanied by the closure of the adjacent curb lane or median lane and as such will require a full closure of lower level.

The Consultant shall submit, at least one week in advance, the scheduled hours of work for each week.

#### 4. Holidays

No work shall be performed on any Port Authority Holiday or any of the following: unless approved by the Chief Engineer. There are lane closure restrictions on major holidays, and in some cases weekends around major holidays. Such restrictions include:

- a. Memorial Day weekend (5 AM Friday to 5 AM Tuesday)
- b. Independence Day weekend; (5 AM Friday through 5 AM Tuesday if the holiday falls or is observed on a Monday; 5 AM Thursday through 5 AM Monday if the holiday falls or is observed on a Friday; 5 AM Wednesday through 5 AM Monday if the holiday falls on Thursday; and 5 AM the day before to 5 AM the day after if the holiday falls on Tuesday or Wednesday)
- c. Labor Day weekend (5 AM Friday through 5 AM Tuesday)
- d. Mother's Day and Father's Day weekends (5 AM Friday through 5 AM Monday)
- e. Thanksgiving weekend (5 AM Friday the week before Holiday through 5 AM Monday after Holiday)
- f. Christmas through New Year (5 AM December 23 through 5 AM January 2)
- g. Easter weekend (5 AM Friday through 5 AM Monday)
- h. Yom Kippur (From 5 AM the day before to 5 AM the day after)
- i. Rosh Hashanah (From 5 AM the day before to 9 PM the Second full day of Rosh Hashanah)
- j. Passover (From 5 AM the day before to 9 PM the day Second full day of Passover)
- k. Hanukkah (From 5 AM the day before to 5 AM the day after the first full day of Hanukkah)
- l. Columbus Day weekend (5 AM Friday through 5 AM Tuesday)
- m. Veteran's Day (5:00 AM the day before to 5:00 AM the day after)

#### 5. Other occurrences

On scheduled days of sport events, concerts, and/or other major events (i.e. New York Yankees, New York Jets, and/or New York Giants games and/or Meadowlands concerts), roadways shall be cleared of construction closures at least two (2) hours prior to event start time and closures will not start until one (1) hour after the ending time of the event.

On scheduled days of events at the GWB requiring roadway closures, including Gran Fondo, GWB Challenge and MS Bike Tour, the roadway shall be cleared of all construction closures from 10 PM before the event until 11 AM the following day.

For work requiring closures on NYC streets or impacting traffic on NYC streets, the NYC Holiday Construction Embargo, that will be in effect on Gridlock Alert Days (approximately 10 per year), from mid-November to January 2, shall be observed. During this period, no lane or ramp closings shall be permitted from 6:00AM to midnight.

6. No trucks are permitted on the lower level of the bridge. Accordingly, truck access must be limited to the upper level and must be maintained at all times.

## **VII. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT**

### **A. Commercial Liability Insurance:**

1) The Consultant(s), and all of its/their Sub-consultants shall take out, maintain, and pay the premiums on **Commercial General Liability Insurance** for the life of the Agreement and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Consultant(s) under this Agreement, including, but not limited to, Premises-Operations, Products and Completed Operations, and Independent Contractor's coverages, with contractual liability language covering the obligations assumed by the Consultant(s) with insurance covering against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Agency in limits of not less than **\$5,000,000** combined single limit per occurrence and in the annual aggregate. If vehicles are to be used to carry out the performance of this Agreement, then the Consultant(s) shall also take out, maintain and pay the premiums on **Automobile Liability Insurance** covering all owned, non-owned and hired autos in not less than **\$5,000,000** combined single limit per accident for bodily injury and property damage.

The insurance shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims" (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Agreement;
- Independent Contractor's Coverage;
- Premises-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Consultant(s) and Sub-consultant(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policies;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Consultant(s) and Sub-consultant(s) obtains and/or maintains under this Agreement contains "Other Insurance" language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;

- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Consultant(s) and/or its Sub-consultant(s) obtains and/or maintains broader coverage and/or insurance in an amount greater than the minimum limits required under this Agreement, then the full limits of that insurance coverage will be available to respond to any claims asserted against the additional insureds that arises out of or is in any way connected with this Agreement;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy(ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to name “The Port Authority of New York and New Jersey, and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, The City of New York, New York City Department of Environmental Protection, New York City Department of Transportation, New York State Department of Transportation, George Washington Bridge Bus Station Development Venture LLC., successors or assigns”, in addition to: Port Authority Trans-Hudson Corporation, for operations at PATH; AFCO AvPorts Management LLC, for operations at Teterboro Airport; AFCO AvPorts Management LLC and NY State Dept. of Transportation , for operations at Stewart Int’l Airport, Trends Urban Renewal for operations at PATC and Silverstein Properties Inc.; The Port Authority of New York and New Jersey; Silverstein 2/3/4 WTC Redevelopment LLC; WTC Redevelopment LLC; World Trade Center Properties LLC; 4 World Trade Center LLC; Net Lessees 'Association of the World Trade Center; WTC Management and Development LLC; Silverstein WTC Mgmt. Co. LLC. Silverstein WTC Mgmt. Co II LLC; Silverstein WTC Properties LLC; Silverstein WTC Management and Development LLC; Silverstein WTC LLC.; WTC Investors LLC.; 4 WTC Holdings LLC; WTC Investors Management and Development LLC; World Trade Center Holdco LLC; 4 WTC Mezz LLC. for operations at the World Trade Center Site as “Insured” (as defined in the policy or in an additional insured endorsement amending the policy’s “Who Is An Insured” language as the particular policy may provide) on its liabilities policies with respect to liability arising out of work or operations performed by or on behalf of the Consultant(s) including, but not limited to, materials, parts or equipment furnished in connection with such work or operations. The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premises-operations, products-completed operations of the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between parties. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Consultant(s) is/are responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Consultant(s) is/are subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

Any self-insured retention shall cover any liability imposed upon the Consultant(s) and any and all subsidiaries with respect to all operations and obligations assumed by the Consultant(s) and any and all subsidiaries. The undersigned represents that such program provides the Additional Insureds (as defined in the Agreement) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Agreement, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Agreement.

If any of the work is to be done on or at Port Authority facilities by the Sub-consultants and, if the Consultant(s) requires its Sub-consultant(s) to procure and maintain such insurance in the name of the Consultant(s), then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this “Insurance” section.

Further, it is the Consultant’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all Sub-consultants are accurate, adequate and in compliance with the Port Authority requirement. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, and upon completion of the Agreement.

***“The Consultant, its Sub-consultant(s) and its insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”***

2) Workers' Compensation Insurance:

The Consultant(s) and its/their Sub-consultant(s) shall take out, maintain and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer’s Liability Insurance with limits of not less than **\$1,000,000** each accident. Such policy shall include a waiver of subrogation endorsement in the benefit of the additional insureds.

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

- a) Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If the services of the Consultant(s), as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
- b) Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
- c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

- d) Coverage for work within fifty (50) feet of railroad.
- e) Environmental Liability Insurance – If there is any environmental work, then the Consultant(s) shall procure and maintain in force an Environmental Liability Insurance Policy covering the Consultant and its subconsultants' pollution legal liability, including cleanup, with limits not less than \$ 5 million per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the scope of this Agreement. Such policy(ies) and any certificate of insurance submitted hereunder in relation to such policy(ies) shall (I) be expressly endorsed for this Agreement and each transfer location, travel route and material disposition location selected by the Consultant, (II) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (III) acknowledge the Consultant disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substance Control Act (TSCA). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents shall be provided to the insurance carrier. The insurance coverage shall be on an occurrence basis, providing coverage for bodily injury liability, property damage or environmental damage caused by pollution conditions on land, in air, and on water. The policy will be in effect commencing on the effective date of the Agreement and include coverage for completed operations for 5 years after the close of the Agreement. The policy shall not contain any provision or definition that would serve to eliminate third party over claims, and shall not contain exclusions of the premise owner.
- f) The policy shall provide transportation coverage by or on the behalf of the Consultant for the loading and unloading and hauling of related waste materials, including but not limited to asbestos material and lead paint (if applicable), from the site to the final disposition location. Deductibles are subject to the approval of the Authority and shall not reduce the limit of liability. The policy form must "pay on behalf of" rather than "indemnify the insured". The policy shall not contain a sunset provision, or any other provision, which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.

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

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.

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

5) Professional Liability Insurance: The Consultant(s) shall take out, maintain and pay premiums on Professional Liability Insurance in limits of not less than **\$5,000,000** each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant(s), or any person employed by Consultant(s). All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days' prior written notice to the Project Manager, at the location where the work will take place with a copy to the General Manager, Risk Financing.

The Authority may, at any time during the term of this Agreement, change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after award of this Agreement and prior to the start of work at the site, the Consultant(s) must submit an original certificate of insurance, to the Project Manager and Exigis' email: [certificates-portauthority@riskworks.com](mailto:certificates-portauthority@riskworks.com) at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), including, but not limited to, the title of this Agreement, the P. A. Agreement number, the notice of cancellation provisions, prior to the start of work. The Consultant(s) is/are also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors and assigns. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request of the General Manager, Risk Financing/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

Renewal certificates of insurance or policies shall be delivered to the Authority's Project Manager, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant(s) shall promptly obtain a new and satisfactory certificate and policy and provide same to the Authority.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then the Consultant(s) and all Sub-consultants shall suspend performance of the Agreement at the premises until a satisfactory insurance policy(ies) and certificate of insurance is provided to and approved by Risk Financing, unless the Facility or Project Manager directs the Consultant(s), in writing, to continue performing work under the Agreement. If the Agreement is so suspended, no extension of time shall be due on account thereof.

Failure by the Consultant(s) to meet any of the insurance requirements, including the requirement that the Authority be afforded the full extent of the insurance obtained under this

Agreement without limitation, shall be deemed a material breach of Agreement and may be a basis for termination of this Agreement by the Authority.

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

All insurance coverage shall be provided by the Consultant(s) and/or by or for any of its/their Sub-consultant(s) at no additional expense to the Authority and its related entities. A copy of this "Insurance" section shall be given to your insurance agent and Sub-consultant(s) and shall form a part of the covered Agreement for insurance purposes in furtherance of the insurance requirements of this Agreement.

\*\*\*\*

**P.A. AGREEMENT # \*\*\*-\*\*-\*\*\***

DATE

Lillian D. Valenti  
*Chief Procurement Officer*

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE  
GEORGE WASHINGTON BRIDGE REHABILITATION OF HUDSON  
RAMPS COMPLEX – PHASE I**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (the "Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

This Agreement shall be signed by you and by the Authority's Chief Procurement Officer. As used herein, "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority, or his duly authorized representatives.

For the purpose of administering this Agreement, the Chief Engineer has designated DAR NAME, Assistant Chief \*\*\*, to act as his duly authorized representative. The Project Manager for this project is NAME, tel. (\*\*\*) \*\*\*-\*\*\*\*, or e-mail address: \*\*\*\*@panynj.gov.

2. Time is of the essence. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief Engineer.

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

4. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with any service to be performed herein. Any Contract Drawings, Technical Specifications and/or other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove if, in his sole opinion, said items are not in accordance with the requirements of this Agreement, sound engineering principles or accepted professional standards or are impractical, uneconomical or unsuited in any way for the purpose for which the contemplated construction or services is

intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant will not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications (and corrections and changes thereto) which are best suited for the contemplated construction, or services, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

5. When services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit its specific Quality Control/Assurance Program to the Chief Engineer prior to the performance of said services. Upon completion of specific services requested hereunder, the Consultant shall submit a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

6. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Chief Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Port Authority CAD Standards. All submissions of CAD drawings shall be submitted to the Authority on compact discs, USB drives, uploaded to the Project Website, or as otherwise required, in DWG and DWF format in accordance with the Port Authority CAD Standards.

7. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder, including reimbursable expenses, reaches the amount of **\$\*\*\*,\*\*\*.00** (\*\*\*\*\* ) unless you are specifically authorized in writing to so continue by the Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

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

A. For work performed at the Consultant's offices, the Consultant will be compensated at an amount equal to **\*.\*\*** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant will be compensated at an amount equal to **\*.\*\*** times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by

partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Consultant shall verify that its employees, subconsultants, or subcontractors working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide the Authority access to federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

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

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. The Consultant will be compensated at an amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners or principals, for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice will be

reimbursed by the Authority when they have been authorized in advance by the Chief Engineer in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice will not be given under this Agreement.

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

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

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

- 1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents under agreements such as this, or
- 2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

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

When the Consultant uses its personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration (GSA) – <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals will be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. The cost for all meals and

lodging on approved overnight trips is limited to the amounts established by the United States GSA for that locality.

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

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

E. As used herein:

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

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

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

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

10. On or about the fifteenth (15<sup>th</sup>) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount

of compensation earned by you up to that time. As an aid to you, the Authority will, within fifteen (15) days after receipt of such certification by the Chief Engineer advance to you by check the sum certified minus all prior payments to you for your account.

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

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

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

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

15. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority will have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and

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

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

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

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

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

20. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority business enterprise" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business enterprise" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1) or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens.

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

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

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

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

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

The Authority has set a goal of twenty percent (20%) participation by qualified and Authority certified MBEs and ten percent (10%) for qualified and Authority certified WBEs on technical service projects.

MBE/WBE participation goals may be subject to change during the duration of this Agreement and any options or extensions thereof. Any new participation goals determined by the Authority shall be applicable to and considered a part of this Agreement. The current participation goals will be posted on the Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html> as PA Form 4250, "MBE/WBE Participation-Professional Services Call-In". You must consult PA 4250 prior to proposing on any Task Orders issued under this Agreement.

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

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

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into smaller portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from Authority certified MBE/WBE firms. To access the Authority's Directory of MBE/WBE certified firms, go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html>.
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs in accordance with prompt payment provisions of the Agreement under which services are being provided, if applicable.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

The Consultant shall include their MBE/WBE Participation Plans (Form PA 3760C) with their task order proposals, to be reviewed and approved by the Authority's OBDCR.

The Consultant must submit an MBE/WBE Participation Plan for each MBE/WBE subconsultant. Each Participation Plan shall contain, at a minimum, the following:

- Identification of the MBE/WBE: Provide the name and address of the MBE/WBE. If no MBE/WBEs are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Agreement.
- Level of Participation: Indicate the dollar value and percentage of MBE/WBE participation expected to be achieved.
- Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

The MBE/WBE subconsultant listed on each of the MBE/WBE Participation Plans must be certified by the Authority in order for the Consultant to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html> to search for MBE/WBEs by a particular commodity or service. The Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to any of the MBE/WBE Participation Plans must be submitted via a Modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCR. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D. The Consultant shall not make changes to any of its approved MBE/WBE Participation Plans or substitute MBE/WBE subconsultants or suppliers for those named in their approved plans without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

The Consultant shall also submit to the Project Manager, along with invoices, the Statement of Subcontractor Payments, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or product or service supplied by each such subcontractor/subconsultant or supplier, the date and amount of each expenditure, and such other information that may assist the Project Manager in determining the Consultant's compliance with the foregoing provisions.

### **MBE/WBE Conditions of Participation**

MBE/WBE participation will be counted toward meeting the MBE/WBE agreement goal, subject to all of the following conditions:

1. **Commercially Useful Function:** An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Consultant and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as an MBE/WBE, the Consultant shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

2. **Work Force:** The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Consultant, other subcontractors/subconsultants on the Agreement, or their affiliates. This does not preclude the

employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Agreement, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

3. Supervision: All work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Consultant, other subconsultants on the Agreement, or their affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the work.

### **Counting MBE/WBE Participation**

The value of the work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor/consultant shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. Subconsultants: One hundred percent (100%) of the value of the work to be performed by an MBE/WBE subconsultant will be counted toward the MBE/WBE goal. The value of such work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Consultant, other subconsultants or their affiliates will not be counted. When an MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subconsultant work may be counted toward MBE/WBE goals only if the MBE/WBE subconsultant is itself an MBE/WBE. Work that an MBE/WBE subconsults to a non-MBE/WBE firm does not count toward MBE/WBE goals.

2. Material Suppliers: Sixty percent (60%) of the expenditure to an MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

3. Broker's/Manufacturer's Representatives: One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

4. Services: One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

5. Joint Venture: Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the Agreement that the MBE/WBE performs with its own forces. Contact OBDCR at (201) 395-3958 for more information about requirements for such joint ventures.

## 21. NON-DISCRIMINATION REQUIREMENTS

The Consultant shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Agreement.

A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Agreement. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Consultant agrees that these “Non-Discrimination Requirements” are a binding part of this Agreement. Without limiting the generality of any other term or provision of this Agreement, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Agreement in accordance with Section 11 of this Agreement.

C. Consultant agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

## 22. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security sites and facilities (including rental spaces) to any person who declines to abide by Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs, depending upon the level of security required, or make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, the Consultant shall be required to have its principals, staff and/or subconsultant(s) and their staff, execute Authority approved non-disclosure and confidentiality agreements.

- Consultant/Subconsultant identity checks and background screening

The Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening of federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification, to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Consultant may be required to have its staff, and any subconsultant's staff, material-men, visitors or others over whom the Consultant/subconsultant has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Consultant and subconsultants may also be required to use an organization designated by the Authority to perform the background checks.

In accordance with the Authority's Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

- 1) Confidential Privileged Information
- 2) Confidential Information related to a security project and/or task
- 3) Secure Area of an Authority or PATH facility
- 4) Mission critical system

The Consultant shall perform background checks through the Authority's personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing work at aviation facilities.). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Costs for background checks for staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about the Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credentials for the Consultant and the subconsultant's staff, the Authority will supply such identification at no cost to the Consultant or its subconsultants. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Consultant or subconsultant to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Consultant or subconsultant will be billed for the cost of the replacement identification credential. Consultant's and subconsultant's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identity and SSN verification.

Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identity verification for all employees of the Consultant and subconsultant shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

If any questions should arise as to when a Personnel Assurance Program background check is required, the Authority Manager or contract administrator should be contacted for assistance.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority will require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated Secure Areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to procedures as may be established by the Project Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of any work, the Consultant shall request a description from the Project Manager of the Secure Areas that will be in effect on the commencement date(s) of the request services. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Agreement.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained

contractor security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority sites or facilities (including rental spaces). In addition, the Consultant, subconsultant, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or to make sketches on any other medium at any Authority sites or facilities (including any rental spaces), except when necessary to perform the work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital image, video recording or sketch made of any Authority sites or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

This Agreement may require access to Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October 15, 2008, revised as of April 2, 2018, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

## 23. CONFIDENTIAL INFORMATION/NON-PUBLICATION

A. As used herein, confidential information shall mean all information disclosed to the Consultant or the personnel provided by the Consultant hereunder which relates to the Authority's and/or the Port Authority Trans Hudson (PATH) Corporation's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Consultant's services under this Agreement.

B. Protected Information shall mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, revised as of April 2, 2018, and as may be further amended)*, Confidential Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

C. The Consultant shall hold all such Protected Information in trust and confidence for the Authority, and agrees that the Consultant and the personnel provided by the Consultant hereunder shall not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Consultant shall promptly and fully inform the Chief Engineer in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Consultant has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Agreement or coming to the Consultant's attention in connection with this Agreement.

D. The Consultant shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the 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 Consultant first obtains the written approval of the Authority. Such approval may be withheld if for any reason the Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

24. The Consultant assumes the following distinct and several risks to the extent they may arise from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants/subcontractors in the performance of services hereunder:

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

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

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

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

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

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

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

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

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

25. Pursuant to the Code of Ethics for Port Authority Vendors (“Code”), Consultants must execute a Compliance Certification, and provide it to the Authority, prior to beginning work under this Agreement. This Compliance Certification, once executed, is a material and integral part of the Agreement. A copy of the Compliance Certification must be retained by the Consultant, unless and until the Authority indicates that the Certifications may be disposed of. Violations of the law or of the Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Authority will have no further commercial dealings with the Vendor. The Code and the Compliance Certification (PA Form 4254) can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Consultant;
- C. received a less than satisfactory rating on a public or government contract;
- D. had an agreement terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- E. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- F. had any business or professional license suspended or revoked or, within the five (5) years prior to proposal opening, had any sanction imposed in excess of fifty thousand dollars (\$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;
- G. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, proposal rigging, embezzlement, misrepresentation or anti-trust, regardless of the dollar amount of the sanctions or the date of their imposition; and
- H. 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, including an inspector general of a governmental agency or public authority.

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

The certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" shall be deemed to be made by the Consultant as follows:

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

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

Moreover, the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", the Consultant shall so state and shall furnish with the signed proposal a signed statement which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "27G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary. As a result of such disclosure, the Authority will take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals and the term of the Agreement or any extension of such period, if Consultant is awarded the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Authority of any change in circumstances which might make it unable to make the foregoing

certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultant is advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify the Consultant and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

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

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

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

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

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

#### 29. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

During the term of this Agreement, the Consultant shall at all times during the Agreement term remain responsible. The Consultant agrees, if requested by the Authority, to present evidence of

its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant must comply with the terms of the suspension order. Agreement activity may resume at such time as the Authority issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense when the Consultant is determined by the Authority to be non-responsible. In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

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

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

The Consultant shall ensure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it or by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel. The Consultant shall include the provisions of this clause in each subcontract entered into under this Agreement.

### 31. OBLIGATION TO REPORT

In the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by the section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", or if the Consultant knows or should reasonably know that a principal, employee, or agent of the Consultant or of its subconsultants or subcontractors has committed a violation of federal, New York or New Jersey

law addressing or governing anti-trust, public contracting, false claims, fraud, extortion, bribery, bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information to the Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for information about how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for finding of non-responsibility. The Consultant shall not take any Retaliatory Action against any of its employees for reporting such conduct.

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority).

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

### 32. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential consultant of the Authority or if the Consultant has an arrangement for future employment or for another business relationship with said Consultant or potential consultant nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a consultant or potential consultant of the Authority, and if the Consultant's participation in the preparation, negotiation or award of any agreement with such a consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Procurement Officer, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement as though fully set forth in this Agreement. In the event the Chief Procurement Officer shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others; and any lump sum

compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements that result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any questions of conflict of interest shall be final.

### 33. INTEGRITY MONITOR

In the event that the Authority hires an Integrity Monitor in connection with the work under this Agreement, the Consultant and any subcontractors/subconsultants shall cooperate fully with the Monitor and the Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the work performed pursuant to this Agreement. Any failure to cooperate may result in the termination of this Agreement. The Consultant shall include the provisions of this clause in each subcontract entered into under this Agreement.

### 34. RIGHT TO AUDIT

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Consultant with respect to the work and the Agreement, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Agreement. The Consultant shall not be entitled to any reimbursement or other compensation for costs associated with such audit, investigation, or certification. The Consultant shall include the provisions of this clause in each subcontract entered into under this Agreement.

The Consultant agrees to pay for the cost of any audit or investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Consultant or any of its employees, or subconsultants or any of its employees, are discovered. The Consultant shall further agree that should it fail or refuse to pay for any such audit or investigation, the Authority is authorized to deduct from any sum owing the Consultant an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

### 35. DEFINITIONS

As used in sections 25 to 34, 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, the Port Authority of New York and New Jersey and its wholly owned subsidiaries and others.

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

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

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

Retaliatory Action - Any adverse action taken by, or at the direction of, the Consultant, against any of its employees for reporting any information as set forth in the clause entitled "Obligation to Report," above.

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

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

38. References herein to the Authority shall and shall be deemed to mean equally the Port Authority Trans Hudson Corporation (PATH).

39. Nothing in this Agreement is intended to constitute the creation of an agency relationship between the Authority and the Consultant or any other right for the Consultant to act as the representative of the Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Consultant, in performing its services hereunder, is and shall be at all times an independent contractor and the officers, agents and employees of the Consultant shall not be or be deemed to be agents, servants, or employees or "special employees" of the Authority.

FIRM NAME

- PAGE 26 -

DATE

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

Sincerely,

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

\_\_\_\_\_  
Lillian D. Valenti  
Chief Procurement Officer

Date \_\_\_\_\_

The execution of this Agreement by the Consultant's duly authorized representative shall serve as a certification that no alterations have been made to this Agreement, and if any changes or alterations to this Agreement have been made by the Consultant without the Authority's prior written consent, such changes shall be void, non-binding and of no effect.

ACCEPTED:

FIRM NAME

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FIRM NAME

- PAGE 27 -

DATE

**INSTRUCTIONS**

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "40" to "41" and insert a new Paragraph "40" as follows:

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

**ATTACHMENT B**  
**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF HUDSON RAMPS COMPLEX – PHASE I**  
**(RFP# 54213)**

**AGREEMENT ON TERMS OF DISCUSSION**

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

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority’s Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

**ATTACHMENT C**  
**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL  
SERVICES FOR THE GEORGE WASHINGTON BRIDGE REHABILITATION OF  
HUDSON RAMPS COMPLEX – PHASE I  
(RFP# 54213)**

1. Company Legal Name (print or type):

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2. Business Address (to receive mail for this RFP):

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3. Business Telephone Number: \_\_\_\_\_

4. Business Fax Number: \_\_\_\_\_

5. Firm website: \_\_\_\_\_

6. Federal Employer Identification Number (EIN): \_\_\_\_\_

7. Date (MM/DD/YYYY) Firm was Established: \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

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9. Officer or Principal of Firm and Title:

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10. Name, telephone number, and email address of contact for questions:

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11. Is your firm certified by the Authority as a Minority-owned, Woman-owned or Small Business Enterprise (MBE/WBE/SBE)?        Yes                          No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an MBE/WBE/SBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.

**CODE OF ETHICS FOR PORT AUTHORITY VENDORS: COMPLIANCE CERTIFICATION**

\_\_\_\_\_ (the “Vendor”) has reviewed the Code of Ethics for  
(Legal Business Name of Entity)  
Port Authority Vendors (the “Code”).

Vendor understands that the Vendor and Vendor’s Employees must comply with the requirements of this Code in connection with any work being performed on behalf of the Port Authority and whenever they are on property, used, owned or controlled by the Port Authority.

The Vendor understands that violations of the law or of this Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or this Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

This Compliance Certification must be submitted to the Port Authority in accordance with the instructions in any solicitation, or as otherwise requested.

This Compliance Certification must be executed, and provided to the Port Authority, before Vendor begins work on a Port Authority project and before Vendor can receive payment in connection with a Port Authority project. This Compliance Certification, once executed, will be a material and integral part of the contract between the Vendor and the Port Authority. If this Compliance Certification was submitted in response to a solicitation, it will become a material and integral part of any contract between the Vendor and the Port Authority resulting from that solicitation.

A copy of this Compliance Certification must be retained by the Vendor, unless and until the Port Authority indicates that the Certifications may be disposed of.

\_\_\_\_\_  
Number/Name of Solicitation/Contract/Agreement

By signing below, I represent that I am authorized to execute this Compliance Certification on behalf of Vendor.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_