

November 29, 2018

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL ONE REDEVELOPMENT PROGRAM – DESIGN OF CONTROLLED DECONSTRUCTION OF EXISTING TERMINAL A SATELLITES AND CONNECTORS, RESTORATION OF HEAD HOUSE AND ASSOCIATED AIRFIELD PAVEMENT, SIGNAGE AND UTILITIES (RFP #55256)

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 perform expert professional services for the design of controlled deconstruction of existing Terminal A satellites and connectors, restoration of head house and associated airfield pavement, lighting, signage and utilities elements at Newark Liberty International Airport (EWR). The services of the selected consultant shall consist of design development, final design, contract document preparation (“Stage III”), and post award (“Stage IV”) services as provided 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 firm(s) who are able to demonstrate that they meet the following qualification requirements:

- A. The firm(s) must have provided design services that resulted in the successful completion of at least two (2) building deconstruction projects at airports similar in scope and complexity to those contemplated herein, including maintenance of ongoing operations within the same structure and interim/temporary operational staging. The projects shall have each had minimum construction values of \$30 million and shall have been completed within the past five (5) years.
- B. The proposed Project Manager must be a licensed Professional Engineer or Registered Architect in the State of New Jersey.
- C. The Principal Engineer or Architect shall have professional experience on at least three (3) similar airport terminal deconstruction projects within the past ten (10) years, of which one (1) shall have been completed within the past five (5) years.
- D. All Engineering Design Managers for the aforesaid disciplines shall have professional design experience on at least two (2) similar major building deconstruction projects, preferably at airports. The Engineering Design Managers for electrical aeronautical and site lighting design shall have professional design experience on at least two (2) airport apron projects of similar size and complexity.
- E. The Project Asbestos Designer performing asbestos and other hazardous building and utility materials abatement design services must have a minimum of ten (10) years of

design experience on large-scale asbestos and lead abatement contracts in excess of \$1 million per contract. Project Asbestos Designer and Inspector shall each possess current State of New Jersey asbestos certificates.

A determination that a Proposer meets the forgoing requirement(s) is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet these requirements shall not be considered.

II. PROPOSAL FORMAT REQUIREMENTS

To respond to this RFP, the Proposer shall submit a concise Proposal complying with the following requirements:

- A. To be acceptable, the Proposal shall be no more than **50** pages-single-sided or **25** pages-double-sided, using 12-point or greater font size. The page limit pertains only to Letters F, H, and I in Section III below. Each resume shall be two-page maximum, single-sided or one-page double-sided, using 12-point or greater font size. The Proposal pages shall be numbered and bound, with **Your Firm Name**, and **RFP Number 55256** 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, 21st 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 discs (CDs) 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(s) 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. on January 4, 2019**. 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 above 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 a 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. Your transmittal letter shall also include, but not be limited to:

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 shall contain 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.

- E. If proposing the use of subconsultant(s), provide their multiplier and/or billing rates as appropriate, their Minority-Owned Business and/or Women-Owned Business (MBE/WBE) status, and the technical qualifications of their key personnel to be assigned to the subject project.

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 and 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. Project Staffing Analysis:

Provide a staffing and cost analysis for each task to be performed as identified in Attachment A using the Excel spreadsheet in the following link: [Attachment D - \(Staffing & Cost Analysis Sheet\)](#). Staff 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.

H. 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.

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

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

L. 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 the Authority's 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 Authority, written notice to the Authority of any existing or potential conflict of interest the firm(s) may have in the performance of services under this Agreement.

M. 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>.

N. The selected Consultant(s) shall comply with the requirements of the Agreement and its terms and conditions. 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 will take into consideration the following technical criteria listed in order of importance, and subsequently cost, as appropriate:

A. qualifications and experience of the proposed staff;

B. qualifications and experience of the firm, including the quality of similar services provided to others, and the demonstrated ability to complete the services in accordance with the project schedule;

- C. project staffing analysis;
- D. technical approach to 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 forgoing technical criteria, to perform the required services.

V. 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 advance notice. Presentations will be limited to 60 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 Engineer/Manager, who may be supported by no more than six (6) 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.

VI. SITE VISITS:

The Authority will hold two (2) project site visits for proposers during the third full week of the proposal period. Participation in the site visits will be by appointment only, and proposers are limited to participation in one (1) site visit during the public advertisement period, with no more than two (2) staff members in attendance. One (1) week in advance of their appointment, the proposer must provide the name of each attendee, their date of birth, and a copy of a valid, approved federal or State-issue photo ID for the facility to perform pre-screening. All attendees of the site visit will be escorted by Authority facility staff at all times.

To make an appointment, please contact Courtney R. Eddington, Solicitation Manager, by email at ceddington@panynj.gov. All such correspondence must state "RFP 55256" in the subject line, and the email must contain the following information: your name, title, company, mailing address, telephone number, as well as the name, telephone number, and email address of the person who should be contacted for scheduling, and an alternate in the event that person is unavailable. Please attach, in .pdf format, the following: 1) a letter of intent to propose on this RFP, signed by a principal of the firm on firm letterhead; and 2) a completed Attachment C (Company Profile).

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 firm shall be deemed to have made the certifications contained therein unless said firm 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 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 advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at: <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 there to the selected firm(s), which 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.

The Authority will make available for the Consultant's information the documents specified in Attachment A, Section V. “Information and Materials Provided by the Authority,” by appointment only at the Authority’s offices at 4 World Trade Center [150 Greenwich Street], New York, New York 10007, Monday through Friday, 9:00am to 3:00pm. One (1) hard copy of the documents will be provided for review and from which to take notes. Proposers will not be permitted to photograph, photocopy, or travel with the documents outside of the designated room, and they will not be given copies of the documents to take with them. Appointments are limited to two (2) hours, and may be attended by no more than three (3) staff members proposed to work on this project. Proposers are limited to one (1) appointment during the public advertisement period. Notification of appointment scheduling will be made by email.

To make an appointment, please contact Courtney R. Eddington, Solicitation Manager, by email at ceddington@panynj.gov. All such correspondence must state “RFP 55256” in the subject line, and the email must contain the following information: your name, title, company, mailing address, telephone number, as well as the name, telephone number, and email address of the person who should be contacted for scheduling, and an alternate in the event that person is unavailable. Please attach, in .pdf format, the following: 1) a letter of intent to propose on this RFP, signed by a principal of the firm on firm letterhead; and 2) a completed Attachment C (Company Profile).

The names of the individuals attending the appointment can be provided in the initial request, or later while scheduling. A valid, approved federal or State-issue photo ID is required to gain access to Four World Trade Center. To facilitate access to the building, the names provided to Ms. Eddington should match the name on the identification that will be provided to security, and any changes to the individuals attending should be provided to Ms. Eddington as soon as possible.

Should you have any questions, please contact Courtney R. Eddington, Solicitation Manager, by email at ceddington@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "RFP 55256" in the subject line. The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. Neither Ms. Eddington nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or to 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. Addenda to the RFP, if any, will be posted at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6>. 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, and 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 NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL ONE REDEVELOPMENT PROGRAM – DESIGN OF CONTROLLED DECONSTRUCTION OF TERMINAL A SATELLITES AND CONNECTORS, RESTORATION OF HEAD HOUSE AND ASSOCIATED AIRFIELD PAVEMENT, SIGNAGE AND UTILITIES

I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

Terminal A at Newark Liberty International Airport (“EWR”) opened for air passenger traffic in 1973. Now, more than forty years later, the terminal no longer meets the standards of a modern airport. A Stage I report was subsequently prepared for the redevelopment of this terminal. The report described the required landside elements and airside improvements, along with an environmental assessment of impacted resources.

This project is a critical part of airside elements that provide for new taxi lanes, hardstands, and remote overnight (“RON”) parking to support the new Terminal One building by abating and deconstructing the satellites and connectors of the existing terminal structure and installing new airfield pavement and associated utilities, signage, and infrastructure, as well as supporting future adaptive re-use of the existing Terminal A head house by restoring the building envelope and occupancy level of the existing head house structure to remain.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing Design Development and Coordination, Final Design and Coordination, Construction Sequencing and Staging, Contract Document Preparation and Conforming Documents (“Stage III”), and Post-Award (“Stage IV”) services for staged/phased abatement, temporary/interim conditions, and controlled deconstruction of the existing A1, A2, and A3 satellites and connectors, including, but not limited to, all building utilities and systems, finishes, structure, substructure, other subgrade utilities, and apron and airfield paving and associated lighting systems, as well as restoration of the head house building envelope and associated building systems to maintain the occupancy rating and the integrity/function of existing systems, including but not limited to, all HVAC, Plumbing, Fire Protection, Vertical Transportation, baggage handling systems, and utilities using compatible structural, architectural, mechanical, electrical, electronics, and plumbing systems and temporary and new airfield pavement, signage, utilities, and lighting. (See Exhibit 1, Sketches SK001 and SK002.)

The design shall be based on the information contained herein, as well as any additional information provided by the Authority during Stage III and further information surveyed, inspected, identified and/or developed by the Consultant in the performance of the contemplated services.

The Consultant shall be responsible for all work required to perform, support, coordinate, and complete the required services, even where those services are not explicitly stated, including but not limited to, the services of Architecture, Baggage Handling, Vertical Transportation and

Moving Walkways, Electrical, Airfield Lighting and Signage, Electronics, Environmental, Mechanical, Plumbing and Fire Protection, and Structural Engineering disciplines, as well as Resilience and Sustainable Design for Stages III and IV, except where modified herein. It is currently the Authority's intention that select Environmental Engineering tasks and Civil Engineering, including Drainage, as well as Geotechnical, Materials and Traffic Engineering, Traffic Maintenance and Protection of Traffic, and Aviation Fueling be performed by the Authority's Engineering Department. Should the Authority elect to have the Consultant perform the Optional Services stated below, however, the Consultant shall be responsible for the performance of all Environmental and Civil Engineering services and deliverables.

A. Base Work – The services of the Consultant shall consist of, but not limited to, the following:

1. Preparation of a single, comprehensive Basis of Design Report (“BODR”) for the project, inclusive of all work performed by both the Consultant and the Authority, coordinated with, and concurred by, the Authority. The BODR shall include, but not be limited to, all codes, assumptions, criteria, loads and load combinations, materials and material grades, finishes, staging and egress requirements, etc. for all temporary/interim and permanent elements.
2. Design of management, removal, abatement, decontamination, and disposal of hazardous and regulated materials to facilitate all other scope in this project, including but not limited to hazardous or regulated building material, asbestos-containing material, PCB-containing material, Universal Waste, and lead-containing paint.
3. Design of the controlled deconstruction of the existing Terminal A satellite and connector structures, appurtenances, utilities, equipment, etc., above-, at-, and below-grade, including but not limited to all phasing, staging and temporary conditions, configurations, systems, and accommodations required to ensure continued use of the existing Terminal A for passenger and flight activity in conjunction with the deconstruction, phased transition of operations to the new Terminal One, restoration of the head house to maintain occupancy rating, and further operational and maintenance requirements identified during Stage III and Stage IV.
4. Coordination of all aspects of the design and staging with ongoing Authority adaptive reuse planning efforts for the existing and restored head house to remain, which may include development and evaluation of multiple adaptive reuse concepts presented by the Authority.
5. Coordination with the Authority's Aviation Planning group as needed to determine and develop the interim and final functional layouts of the airfield and the terminal, and development of final design(s) based on the interim and final functional layouts.
6. Preparation of Project base maps showing existing site features, major utilities, topography, and right-of-way/property/lease lines/jurisdictional boundaries within the project area.
7. Design of all wayfinding and signage, code and egress analyses, modifications and provisions, temporary partitions, connections, conditioned and unconditioned storage and concessions spaces, operational spaces, and configurations.
8. Design of Project site-, airfield-, and building-related electrical and electronics, including deconstruction and re-routing of existing below-, at-, and above-grade power

- and communications infrastructure, lighting, airfield lighting and signage, and new and existing power, lighting, airfield lighting and signage, and communications systems for all Authority and tenant systems, as well as all such temporary systems as may be required by the Authority.
9. Design of all removals, temporary and permanent airfield pavement, pavement markings, airfield lighting and signage, drainage, all other utilities and associated structures and appurtenances to ensure precise match with adjacent temporary and permanent pavements, signage, drainage, structures, etc., designed by the Authority and by others, including but not limited to the Terminal One Design Builder, airport tenants and local utility companies.
 10. Design of all utilities- and drainage-related foundations, structures, and appurtenances, whether below-, at-, or above-grade.
 11. Performance of all environmental-related calculations, reports, modeling, drawings, permitting, and related services to support the deconstruction and restoration, including payment of all required fees.
 12. Coordination of interim, temporary, and permanent traffic, as well as maintenance and protection of traffic for vehicles and pedestrians with Authority Engineering to ensure all airport operations and ongoing adjacent construction are maintained.
 13. Detailed construction staging planning, scheduling, estimating, and contract drawings for all work, including, but not limited to, controlled deconstruction of the A1, A2, and A3 satellite and connector structures and foundations, utilities, interim/temporary interior and exterior staging and wayfinding, airfield pavement, utilities and signage, and overall project site construction staging. Not less than two (2) stages of construction shall be accommodated, including closure of the A1 and A2 satellites and connectors while the rest of the terminal remains open to passengers and operations, and complete closure of the existing terminal. Construction shall be sequenced and staged such that normal airport services, including concessions, and adjacent construction activities are not disrupted or impaired. The operation of, and access to and from, the existing Terminal A loading dock shall be maintained at all times.
 14. Implementation and documentation demonstrating compliance with the Authority's Sustainable Design Guidelines ("SDG"), inclusive of both Sustainable Building Guidelines ("SBG") and Sustainable Infrastructure Guidelines ("SIG"). This will include, but not be limited to, the development of a comprehensive Waste Stream Audit identifying landfill diversion opportunities for all non-hazardous and regulated materials to be deconstructed as part of this Agreement. Applicable project types for SBG may include, but are not limited to, Reconstruction or Small Projects and Primary Systems. Applicable project types for SIG may include, but are not limited to, Airfield Pavement Rehabilitation and Utility New Construction/ Rehabilitation.
 15. Coordination of, and integration into, project drawings and specifications requirements for development of an indoor air quality (IAQ) management plan compliant with the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd edition, 2007, ANSI / SMACNA 008-2008, Chapter 3 for the deconstruction / restoration phase of the building.

16. Development and revision of any Custom Specification Sections necessary to supplement the Authority's existing Standard Specifications for the work.
17. Coordination of Aviation Fueling projects directly connected to and associated with the Terminal One Redevelopment Program, including Hydrant Fuel System (HFS) work being performed by the Authority and others as part of this project. All Aviation Fueling work shall be part of, and incorporated into, a single set of Construction Documents being coordinated by the Consultant herein.
18. Design of temporary and permanent airfield lighting.
19. All other services that may be required to ensure the delivery of a complete, biddable, and constructible set of Contract Documents that is coordinated and aligned with all ongoing and planned projects and programs at EWR, as well as review, coordination, and response to all comments, RFIs, submittals, samples, field coordination, visits, etc., necessary to develop, design, and construct everything in the Contract Documents. All Contract Documents shall fully comply with all requirements of the Authority's Engineering Department Contracts Unit Review Standards, as well as all comments received during reviews.

B. Optional Services – Environmental Engineering and Civil Engineering Final Design and Contract Document Preparation

The Consultant shall perform the Optional Services only if, and as directed by, the Authority.

Optional Services consists of the Consultant performing all services of the Civil and Environmental Engineering disciplines including, but not limited to, design development, final design, contract document preparation ("Stage III"), and Post-Award ("Stage IV") services in accordance with all applicable tasks outlined in Section II above and Section III below and all other requirements contained herein. See Section III, Task I for additional information regarding Optional Services.

Civil and Environmental engineering design shall be based on the information contained herein, any additional information provided by the Authority during Stage III, and further information developed by the Consultant in the performance of the contemplated services. The services of the Consultant shall consist of, but are not limited to, the following:

1. Permanent and temporary/interim airfield and roadway pavement design services.
2. Detailed construction staging planning, scheduling, and contract drawings for the Optional Services and overall project site construction staging. Construction must be staged and performed such that normal airport services are not disrupted.
3. Overall design coordination and design management for the Optional Services, including, but not limited to, all disciplines identified herein, in both Stages III and IV.
4. All other services that may be required to ensure the delivery of a complete, biddable, and constructible set of Contract Documents that is coordinated and aligned with all ongoing and planned projects and programs at EWR, as well as review, coordination, and response to all comments, RFIs, submittals, samples, field coordination, visits, etc., necessary to develop, design, and construct everything in the Contract Documents. All Contract Documents shall fully comply with all requirements of the Authority's

Engineering Department Contracts Unit Review Standards, as well as all comments received during reviews.

III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant shall include, but are not limited to, the following:

TASK A. PROJECT SCHEDULE & QA/QC PROGRAM

The Consultant shall submit a detailed, resource-loaded project schedule, and Consultant's Quality Assurance/Quality Control ("QA/QC") Program for performance of the following tasks within fourteen (14) calendar days after receipt by you of a fully executed Agreement. The schedule shall comply with the requirements of Section IV, shall include milestones and interdependencies, and shall be prepared using Primavera P6 version 16.1 or later, or industry software compatible with Primavera P6 version 16.1 or later. The schedule shall also include assumed construction duration, which the Consultant shall review and update by the end of Stage III.

TASK B. MEETINGS

Appropriate Consultant personnel, including representatives of all disciplines and entities, shall participate in meetings, including, but not limited to, design coordination, stakeholder coordination, planning coordination, operations, maintenance, construction staging, construction sequencing and design and construction progress throughout Stages III and IV. The Consultant shall be the lead at all Stage III meetings and shall coordinate and prepare all agendas and handouts, subject to review and acceptance by the Authority. At each Stage III meeting, regardless of lead, and for all Stage IV meetings for which the Consultant is the lead, record and subsequently distribute for review and comment, draft minutes, summary of action items with assigned responsibility and summary of current and next critical path issues no later than three (3) calendar days from the date of the meeting. Incorporate all comments and distribute the minutes, summary of action items, and summary of current and next critical path issues as final within three (3) calendar days of receipt of Authority comments on the draft. Provide technical assistance and design coordination for all Stage IV meetings led by the EWR Resident Engineer. Meetings shall take place at an appropriate location as determined by the Authority, including but not limited to Four World Trade Center ("4WTC"), EWR, teleconference, WebEx™, similar electronic meeting environment/facilitation or a combination thereof. In the case that the meeting uses a telecom, WebEx™, or similar electronic meeting environment/facilitation, the Consultant shall be responsible for all arrangements during both Stage III and Stage IV.

TASK C. DOCUMENT REVIEW

The Consultant shall search, obtain, and review all available documents, including, but not limited to, those listed herein, from the Authority's files at EWR and/or 4WTC, as necessary to complete the required services. Specific data not found in the review shall be determined as part of the inspection services (Task E). Meet with Authority staff to discuss any findings.

TASK D. BASIS OF DESIGN/DESIGN CRITERIA SUMMARY

The Consultant shall prepare a detailed summary of all criteria to be used in the performance of the required design services, including, but not limited to, loads (dead, live, fatigue, wind, seismic, snow, impact, deconstruction/demolition, equipment, breaking force, flood, thermal, collision, ice, and other loads as appropriate), performance criteria for curtain wall or external

façades, pressurization and balancing for building Heating, Ventilation, and Air Conditioning (“HVAC”) systems, American Society for Testing and Materials (ASTM) material specifications and grades, utilities design, codes and assumptions, staging, sequencing, egress, and related requirements. Submit to the Authority for approval a detailed draft BODR summary not more than sixty (60) calendar days after receipt by you of a fully executed Agreement. Revise and update the BODR throughout Stage III as necessary to remain current.

1. At a minimum, the project shall be executed in conformance with all applicable laws, regulations, codes, standards, and guidelines, including but not limited to the latest editions with latest interim revisions of the following:
 - a. New Jersey Uniform Construction Code (“UCC”)
 - b. International Building Code (“IBC”), New Jersey Edition
 - c. Americans with Disabilities Act Accessibility Guidelines (ADAAG)
 - d. American Association of State Highway Transportation Officials (“AASHTO”) Guide for Design of Pavement Structures, 4th edition with 1998 supplement
 - e. AASHTO: A Policy on Geometric Design of Highways and Streets
 - f. AASHTO: Roadside Design Guide
 - g. Federal Highway Administration (“FHWA”): Manual on Uniform Traffic Control Devices, 2009 Edition
 - h. AASHTO: Load and Resistance Factor Design (“LRFD”) Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 1st Edition
 - i. American Institute of Steel Construction (“AISC”) Specifications for Structural Steel Buildings
 - j. American Concrete Institute (“ACI”) 318 Building Code Requirements for Structural Concrete
 - k. Utility Company’s / Owner’s standards and requirements (Private Utility Companies that are expected to be affected include, but are not limited to, PSE&G and Verizon)
 - l. American Welding Society (“AWS”) Structural Welding Code - Steel AWS D1.1/D1.1M
 - m. National Fire Protection Association (“NFPA”) 10, Standard for Portable Fire Extinguishers
 - n. NFPA 72, National Fire Alarm Code
 - o. NFPA 90A, Standard for the Installation of Air Conditioning and Ventilating Systems
 - p. NFPA 101, Life Safety Code
 - q. NFPA 415, Standard on Airport Terminal Buildings, Fuel Ramp Drainage, and Loading Walkways
 - r. Occupational Safety and Health Administration (“OSHA”) Safety and Health Regulations – 29 CFR 1926
 - s. American Concrete Pavement Association (“ACPA”): Concrete Pipe Design Manual

- t. The International Mechanical Code (IMC), 2006 Edition – with technical amendments per New Jersey Active Code (“N.J.A.C.”) 5:23-3.20
- u. Sheet Metal and Air Conditioning Contractors’ Manual (“SMACNA”) Standards
- v. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Standards.
- w. Air Movement and Control Association International, Inc. (“AMCA”) Standards
- x. Ductile Iron Pipe Research Association (“DIPRA”): Design of Ductile Iron Pipe
- y. New Jersey State Storm Water Management Design Manual
- z. Federal Aviation Administration (“FAA”), Advisory Circular No. 150/5200-33B dated 8/28/2007, entitled “Hazardous Wildlife Attractants on or Near Airports”.
- aa. The National Standard Plumbing Code, 2006
- bb. FHWA Standard Highway Signs, 2002 Edition
- cc. State Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A et. seq.)
- dd. Flood Hazard Control Act (N.J.A.C. 7:13)
- ee. Standards for Soil Erosion and Sediment Control in New Jersey – January 2014, 7th Edition – Revised July 2017
- ff. Dewatering – New Jersey Pollution Discharge Elimination System (“NJPDES”) (N.J.A.C. 7:14A)
- gg. Department of Community Affairs, Subchapter 8, Asbestos Hazard Abatement Sub-Code (N.J.A.C. 5:23-8)
- hh. New Jersey Solid Waste Regulations (N.J.A.C. 7:26 et. seq.)
- ii. Asbestos: 29 CFR 1926.1101:
- jj. National Emissions Standards for Hazardous Air Pollutant (NESHAP) 40 CFR Part 61 Subpart M (National Emission Standard for Asbestos)
- kk. Recycling Regulations: N.J.A.C. 7:26A
- ll. Water Supply Allocation (N.J.A.C. 7:19)
- mm. Monitoring Frequency Requirements Applicable to DSW and SIU Permits (N.J.A.C. 7:14A)
- nn. Department of Labor Asbestos Licenses and Permits (N.J.A.C. 8:60)
- oo. Asbestos License and Permits (N.J.A.C. 12:120)
- pp. Society for Protective Coatings Guidelines, Local, State, and Federal regulations, for the removal of paint coatings containing lead and other toxic metals.
- qq. International Civil Aviation Organization (“ICAO”) Aerodrome Design Manual- Part 4 Visual Aids
- rr. ICAO Annex 14 Volume I - Aerodrome Design and Operations
- ss. Illuminating Engineering Society (“IES”) Lighting Handbook

- tt. Airport Cooperative Research Program (“ACRP”) Report 96 Apron Planning and Design Guidebook
 - uu. Illuminating Engineering Society of North America (“IESNA”) RP-14-1987
 - vv. New Jersey Department of Transportation (“NJDOT”) Manuals for Road and Bridge design and construction,
 - ww. NJDOT Design Manual for Bridges and Structures (Baseline Document), 6th Edition
 - xx. AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 7th Edition
 - yy. AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition
 - zz. NJDOT/ FHWA: NJ Seismic Design Considerations (FHWA-NJ-2010-006) Final Report March, 2012 NJDOT
 - aaa. AASHTO/AWS D1.5 Bridge Welding Code
 - bbb. The Authority’s Engineering Available Documents, which may be obtained at <http://www.panynj.gov/business-opportunities/engineering-documents.html>.
 - ccc. The Authority’s Discipline Guidelines for Architecture and Engineering Disciplines (e.g. Civil, Electrical, Environmental, Mechanical, Structural, etc.)
 - ddd. The Authority’s Tenant Construction Review Manual (TCRM)
 - eee. The Authority’s Sustainable Building Guidelines (SBG)
 - fff. The Authority’s Sustainable Infrastructure Guidelines (SIG)
 - ggg. The Authority’s Climate Resilience Design Guidelines
 - hhh. The Authority’s Roadside and Median Barrier Design Guide
 - iii. The Authority’s Standard Technical Specifications
 - jjj. The Authority’s Standards and Guidelines for Port Authority Technology
 - kkk. The Authority’s Construction Estimating Guide
2. The Consultant’s design criteria summary shall also address interdependencies, requirement, and impacts to and from all aspects of the work, existing conditions, operations, maintenance, and other stakeholder requirement. Such coordination includes, but is not limited to, the following:
- a. Environmental Permitting
 - b. Traffic Lane Closures
 - c. Construction Staging and Sequencing
 - d. Project Site Geometry
 - e. Terminal Operations, including baggage handling
 - f. Airport Operations
 - g. Landside, Airside and Airport Security
 - h. Customer Service

- i. Code and egress analysis
- j. Life Safety and Fire Protection
- k. Impacts to AirTrain EWR Operations and Maintenance
- l. Impacts to building systems, including, but not limited to, specific requirements for coordinated, staged removals and temporary and permanent conditions.
- m. Impacts to Indoor Environmental Quality.
- n. Cybersecurity
- o. Potential construction conflicts/risks with other ongoing projects on the airport and in the immediate area. These projects may include, but are not limited, to the following:
 - 1) EWR-154.235, Rehabilitation of Bridges N1, N2, N5, N6
 - 2) EWR-154.259, Rehabilitation of CTA Entrance Bridges – N18, N19, N20, N21 and N22
 - 3) EWR-154.383, Terminal A Redevelopment Program – Airside Utilities and Paving South – Phase 1
 - 4) EWR-154.386, Terminal A Redevelopment Program – Airside Utilities and Paving South – Phase 2
 - 5) EWR-154.392, Terminal A Redevelopment Program – Bridges N57, N58, N59 and Utilities East of the Peripheral Ditch
 - 6) EWR-154.395, Terminal A Redevelopment Program – Bridges N61, N62, N63, At-Grade Roadways and Appurtenances
 - 7) EWR-154.396, Terminal A Redevelopment Program – Bridge N64 and Hotel Road Widening
 - 8) EWR-154.376, Design-Build Contract for Terminal, Pedestrian Bridge and Frontage Bridge
 - 9) EWR CONRAC Garage
 - 10) AirTrain EWR Capital Asset Replacement Program and improvements
 - 11) Rehabilitation/Replacement of EWR Terminal Frontage Bridges and associated structures and infrastructure
 - 12) AirTrain Replacement Program
- 3. The Consultant shall develop and utilize design criteria specifically for deconstruction of the existing A1, A2, and A3 satellites and connectors, which includes, but is not limited to, the following:
 - a. Maintain continuous access to, and use of, at least one (1) lane of the existing Restricted Vehicle Service Road (“RVSR”) at all times.
 - b. Maintain continuous access at all times to all entrances/exits of the crawl space under the existing terminal, Mechanical Equipment Rooms (MERs), electrical substations and switchgear, and communications closets/spaces.

- c. All foundations associated with the structures to be deconstructed shall be fully removed and any piles cut off at least five feet (5'-0") below the bottom of the pile cap, except that any foundation elements that may be shared with existing structure(s) to remain shall be retained and be reconfigured as necessary to maintain the integrity, function and load capacity of the supported structure.
 - d. Provide for temporary pedestrian and vehicle barriers in and around the Terminal as necessary to ensure continued safe, uninterrupted access and operation of all frontage access, pre- and post-security functions and amenities, as well as all concessions, gates, offices, etc.
 - e. Minimize the impacts to ongoing AirTrain EWR operations through the use of staging and temporary protective measures and signage.
4. The Consultant shall develop and utilize design criteria specifically for the restoration of the existing head house building envelope, which includes, but is not limited to, the following:
- a. Maintain continuous access to, and use of, at least one (1) lane of the existing RVSR at all times.
 - b. Maintain continuous access at all times to all entrances/exits of the crawl space under the existing terminal, MERs, electrical substations and switchgear, and communications closets/spaces.
 - c. Maintain continuous access to all areas of the head house to the greatest extent possible during and after construction.
 - d. Maintain access to required emergency egress stairs and paths of travel.
5. Other Design Criteria
- a. The Consultant's design shall comply with all Authority SBG and SIG requirements. Determine the maximum achievable credits, but the project shall achieve no less than the level of "Certified" as required per the guidelines. The credit list shall be included in the Design Criteria Summary. Authority SBG and SIG are available at: <http://www.panynj.gov/business-opportunities/engineering-documents.html>.
 - b. The Consultant's design shall utilize the Authority's Climate Resilience Guidelines, which provide projected climate criteria for heat, precipitation, and sea level rise to be incorporated into the project. The Authority's Climate Resilience Guidelines are available at: <http://www.panynj.gov/business-opportunities/engineering-documents.html>.
 - c. The Consultant's design shall comply with the Authority's Standards and Guidelines for Port Authority Technology, included herewith and made a part hereof as Exhibit 6. Coordinate with the Authority's Engineering and Technology Departments for the design of all infrastructure that may be part of, connect to, or otherwise impact the Port Authority Wide Area Network (PAWANET), including security considerations.

TASK E. FIELD INSPECTION, SURVEY AND VERIFICATION

1. The goal of the initial field inspection and survey is to become familiar with the project area and surrounding areas (see Exhibit 1), develop a detailed inventory of all existing systems and infrastructure, including but not limited to, baggage handling, electrical,

airfield lighting and signage, electronics, communications, mechanical, plumbing/fire protection (including fire alarm), CCTV, and controls systems, and to identify design issues and conflicts. Meet with Authority, Airline, Airport Tenant and other stakeholder representatives as directed by the Authority to obtain a comprehensive understanding of the systems to be impacted and associated staging and constraints.

2. Inspection services shall identify potential constructability issues related to concurrent engineering and construction efforts, the AirTrain Newark System, and surrounding structures, including, but not limited to, the new Terminal One, airfield, frontage and roadway elements.
3. The Consultant shall submit copies of completed field findings and photos, as well as detailed plans to mitigate all impacts and risks identified to the Authority for review and approval. The Consultant shall meet with Authority staff to discuss all findings, potential conflicts, impacts, risks, and recommendations.
4. The Consultant shall acquire and continue to maintain SIDA badges for key personnel regularly going on site to allow independent travel to secure areas.

TASK F. FINAL DESIGN AND CONTRACT DOCUMENTS

As part of the fifty percent (50%), seventy-five percent (75%), one hundred percent (100%) Authority Wide Review, and final submissions of the Contract Documents required hereunder, submit a letter to the Authority certifying that the Consultant has performed the QA/QC Program as defined in the Consultant's QA/QC Program submitted under Task A. For each submission milestone, provide a Sustainable Design Submission and submit AutoCAD and Civil 3D native files as well as schedule files in native Primavera P6 format, and DWFs and PDFs for all items. Hardcopies shall be provided as outlined in Section IV below.

The Consultant shall coordinate, develop and prepare Final Design and Contract Documents, including, but not limited to, the following:

1. Coordinate with the Authority for vertical profiles, elevations, horizontal alignment, and vertical clearances for the bridges, especially at areas near the A1 Courtyard. The slope and turning radius of the roadway must satisfy AASHTO requirements. Survey Information, Utility Information, and Geotechnical Information, if required, during the design phase, may be obtained via written request to the Authority.
2. Provide overall design coordination and design management services for the subject project, including design coordination services for work being performed by the Authority's Engineering Department.
3. Prior to each submission date listed under Section IV, coordinate and acquire deliverables from all disciplines, including the Authority's Engineering disciplines, sufficiently in advance of the submission date to ensure on-time delivery, but in no case more than two (2) weeks prior to submission date. Prepare, assemble, and issue complete submission deliverables, including deliverables prepared by the Authority's Civil, Environmental, Geotechnical, Materials, and Traffic Engineering groups, to be used by the Authority's Engineering Department in accordance with the design schedule and submission requirements herein, except that if the Authority elects the Optional Services, the Consultant shall be fully responsible for all deliverables of the Civil and Environmental disciplines as noted in Task I. Perform quality control on deliverables prepared by the Consultant prior to each submission. For all submissions, review the complete submission

package to assure coordination across all disciplines, provide written responses to all comments, via the Authority's Milestone Review Matrix, regarding deliverables prepared by the Consultant, and compile and track all comments, responses, and resolutions implemented from all reviewers and disciplines, according to the schedule in Section IV.

4. The Consultant shall be responsible for overall project and interdisciplinary coordination, including leading the design process, as well as providing required and as-needed deliverables as outlined in Sections 6 and 7 of the Authority Engineering Department's Project Delivery Manual and other documents and direction that may be provided by the Authority. Coordinate with other internal and external stakeholders as directed by the Authority. An Authority Engineering Department representative shall act as the Lead Engineer/Architect ("LE/A") as defined by the Authority's Engineering Department Project Delivery Manual provided by the Authority, to coordinate internal Authority processes and procedures.
5. Perform code and egress study and analyses for the permanent, as well as all temporary/interim, conditions and configurations of the existing Terminal A resulting from the deconstruction, transition, and restoration work. Develop complete egress staging schemes for all aspects of the project and prepare all associated contract documents. Airport and AirTrain Newark services shall not be interrupted.
6. Perform a constructability study, including 4D analysis, and identify potential construction issues. Evaluate the extent of service interruption and the effect on facility operations, as well as other concurrent construction programs identified above, including but not limited to, Bridges N57, N58, and N59, Bridges N61, N62, N63 and At-Grade Roadways, Bridge N64 and Hotel Road Widening, ongoing Infrastructure Renewal contracts, ongoing Central Terminal Area (CTA), and Frontage Bridge repairs, improvements and replacements, other airfield projects, and ongoing and future new Terminal One, CONRAC Garage, and AirTrain Replacement projects. Airport and AirTrain Newark services shall not be interrupted. Develop construction staging schemes to mitigate construction risks and prepare all associated contract documents.
7. On a weekly basis, develop and maintain current documents to track Action Items, Critical Path Issues, Project Risks, and Mitigations. Actively manage the resolution of all items identified within these documents for the full duration of the project.
8. Contract Documents: Contract Documents for all disciplines, to the greatest extent possible, shall be prepared for lump-sum (Unclassified) bidding and shall conform to the requirements of the Authority's Contracts Unit Review Standards, available at <http://www.panynj.gov/business-opportunities/pdf/contracts-unit-review-standards.pdf>. This shall include, but not be limited to, the appropriate work items contained in the foregoing tasks and the following:
 - a. General requirements for all disciplines, as appropriate, are to prepare, and/or provide the following:
 - 1) Location Plan (including Limits of Constructions), Key Plan, and Haul Route Plan
 - 2) General Notes, Legend and Abbreviations (including work in proximity to AirTrain Newark). To the greatest extent possible, coordinate and provide a single set of overall General Notes for the Contract, as well as a single set of Notes per discipline.

- 3) Plans, Sections and Details, Schedules.
 - 4) Specifications, including development and revisions of any Custom Specifications.
 - 5) Complete Construction Cost Estimate, including Lump Sum (Unclassified), Unit Price (Classified), and Net Cost Items at each milestone, inclusive of all disciplines. Revise and update as required by the Authority.
 - 6) Site Construction Staging Drawings in Plans and Elevations, including, but not limited to, temporary/interim egress and wayfinding provisions and details. Identify all temporary construction enclosures and partitions, including both exterior and interior, in staging plans, and sections. Provide section and plan details for all temporary construction enclosures and partitions.
 - 7) Sole-source, sole-brand, and sole-service documentation for obtaining approved proprietary items or service as applicable.
 - 8) Coordinate and integrate into project drawings and specifications requirements for development of an indoor air quality (IAQ) management plan compliant with the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd edition, 2007, ANSI / SMACNA 008-2008, Chapter 3 for the deconstruction / restoration phase of the building. Consider how the requirements and guidelines may affect deconstruction / restoration design decisions. Indicate whether air handlers will be operated during deconstruction / restoration, and specify compliant filtration procedures for permanent equipment that will be used. If used during deconstruction / restoration, the air-handling equipment must be designed to accommodate MERV 8 or higher filters. Finishes such as paints and coatings specified by the design team must be consistent with SMACNA guidelines. The plan should adhere to the SMACNA guidelines and cover the following additional items:
 - a) Specify procedures for protecting stored and installed absorptive materials from moisture damage.
 - b) Prohibit the use of tobacco products inside the building and within 25 feet, or more if required by the local jurisdiction, of the building entrance at all times during construction.
 - 9) Coordinate all services with appropriate Authority staff. Structural shall be the lead discipline.
 - 10) Review submission comments with Authority staff as required, including Contract Unit staff, and incorporate all comments in a timely manner. Ensure appropriate staff participate in all on-board review meetings held.
- b. Architecture:
- The Authority's Chief Architect (or designee) shall be the Program Design Architect. Submit all Architecture-related design issues and solutions, through the Authority's LE/A, to the Program Design Architect for approval. In addition, the Consultant shall comply with the following:
- 1) Exterior curtain wall design shall be compatible and complimentary to the existing curtain wall system(s).

- 2) Provide the following:
 - a) Exterior building elevations, including details, as required;
 - b) Interior elevations, including details, as required;
 - c) Building cross sections;
 - d) Exterior wall sections, elevations, and details, including required mockups;
 - e) Reflected ceiling plans in coordination with lighting, mechanical, fire protection, public address, visual paging, wayfinding, exit signs, and miscellaneous ceiling details;
 - f) Amenities plan (i.e. public telephone, ATMs, etc.) for those that may be displaced and/or as further directed by the Authority;
 - g) Partition types, room finish schedules, door schedules and elevations, wall, and lintel details, as required;
 - h) Temporary construction partition plans, sections, and details;
 - i) Temporary building weather protection.
- 3) Plans and part plans shall include, but are not limited to, room numbers, partition types, door numbers, and appropriate notes and dimensions.
- 4) Prepare renderings and other graphic material as required for both internal and external presentations. Design reviews with the Authority's Chief Architect (or designee) is required.
- 5) Perform all other Architecture-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.

c. Electrical:

The Consultant shall prepare design drawings, specifications, and calculations as appropriate for all removals, relocations, reconfigurations, staging, permanent, and temporary installations as required per system for all power, convenience outlets, lighting, controls, fire alarm, lightning protection, and grounding infrastructure impacted by the deconstruction of the existing A1, A2, and A3 satellites and connectors, airfield lighting and signage, as well as for restoration of the existing head house and associated equipment to remain, including, but not limited to, the following:

- 1) Site plans indicating the areas of work.
- 2) Floor plans indicating the locations of all associated equipment, devices, appliances, fixtures, major raceway, etc.
- 3) One line and riser diagrams for power, grounding, fire alarm, communications, and controls.
- 4) Lighting fixture and panel schedules.
- 5) Design details and other information shall include all relevant criteria, including but not limited to, infrastructures, interfaces, programming, configuration, and sequence of operations.

- 6) Calculations shall include: load, available short circuit current, arc flash, voltage drop, equipment ground wiring, lighting foot candles, and lighting uniformity.
- 7) Prepare and submit work request documentation identifying all manhole(s) or handhole(s) requiring detailed survey (blowdown survey).
- 8) Coordinate with PSE&G for any new electrical services required. Prepare and submit power request documentation to PSE&G.
- 9) Coordinate with Structural discipline for airfield lighting pole foundations.
- 10) Review and identify all applicable Available Documents to include in bid documents.
- 11) The Consultant shall:
 - a) Field verify all associated main power sources and utilize electronic circuit tracing devices to locate and identify power sources where visual inspection cannot be performed.
 - b) Field verify all associated lighting fixtures and controls.
 - c) Field verify all associated fire alarm panels, devices and appliances.
 - d) Field verify all associated lightning protection systems.
 - e) Field verify all associated grounding systems.
 - f) Design and detail all permanent and temporary/interim normal and emergency power distribution, including but not limited to, switchgear, panels, transformers, raceway, and conductors for low-, medium-, and high-voltage power distribution systems.
 - g) Provide lighting and controls design for all permanent and interim/temporary conditions, stages, sequences, etc.
 - h) Provide power distribution design to feed all new, relocated, reconditioned, and interim/temporary lighting, public address systems, kiosks, illuminated signage, control panels, electronics equipment, mechanical equipment, plumbing/fire protection equipment, etc. The design shall stage the installation of new power sources and associated controls for equipment prior to removal of existing power sources to allow equipment to remain operational.
 - i) Design all infrastructure as required to support the Optional Services; see Task I entitled "Optional Services". Should the Authority elect not to exercise the Optional Services as defined herein, the scope of this Base Work shall not change and the Consultant shall coordinate with the Authority's Engineering Department for information needed to develop the Consultant's electrical design.
 - j) Perform all other Electrical Engineering-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.
 - k) Airfield lighting:
 - i) Perform a site visit to verify existing conditions within the project area shown in Exhibit 1. Site visit shall include a survey of all electrical utilities and equipment within the project area, including but not limited to, apron/taxiway centerline lighting and associated infrastructure, taxiway

guidance signs, retro-reflective edge markers, high mast lighting and associated circuits, circuit sources, ductbank systems including associated manholes and handholes, etc.

ii) Prepare electrical engineering site design for the airside project area shown in Exhibit 1 and develop final design contract drawings for:

1. Removals and installations of taxiway and apron centerline lighting, taxiway guidance signs, retro-reflective edge markers and all associated infrastructure within the limits of civil work. Lighting design and layouts shall be per all applicable FAA Circulars and the latest Port Authority Design Guidelines. Coordinates shall be provided for all centerline lights to be installed.
2. Removals and installations of high mast, or other required site lighting, and all associated infrastructure within the limits of civil work. Apron lighting shall be designed based on the latest Port Authority Design Guidelines, ICAO Aerodrome Design Manual-Part 4 Visual Aids, the ICAO Annex 14 Volume I-Aerodrome Design and Operations, the IESNA RP-14-1987 (obsolete, but contains useful guidance), the ACRP Report 96 Apron Planning and Design Guidebook, and any applicable guidelines in the latest IES Lighting Handbook.
3. Lighting analysis and calculations for all apron area site lighting.
4. Design for apron centerline lighting, taxiway centerline lighting, and guidance sign circuits. This includes load and insulation resistance calculations and circuit routing.
5. Design for apron site lighting circuits. This includes load and voltage drop calculations and circuit routing.
6. Installation details for centerline lights, guidance signs, high mast lights and all associated infrastructure and equipment. Details shall be based on the latest Port Authority standard installation details and modified as required for this particular scope of work.
7. Specify and customize standard Authority specification sections as required for final design documents. Identify required submittals for each technical specification section.
8. Develop quantities in Authority standard estimating format for all Electrical work items
9. All other Electrical engineering-related work as needed, to perform the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.

d. Electronics:

The Consultant shall prepare design drawings and specifications, as appropriate, for all removals, relocations, reconfigurations, staging, and temporary installations as required per each system for all communications infrastructure impacted by the deconstruction of

the existing A1, A2, and A3 satellites and connectors, as well as for restoration of the existing head house to remain, including, but not limited to, the following:

- 1) Develop contract documents for electronics systems based on survey findings and available documentation on existing systems. Information shall include all relevant criteria such as, but not limited to, infrastructures, interfaces, peripherals, software, hardware, network communications appliances, and programming.
 - 2) Detailed block diagrams for each system, line diagrams, risers, and schematics based on existing electronics systems at Terminal A.
 - 3) Equipment locations and relevant parameters (such as camera views) including any special requirements or details for construction or coordination.
 - 4) Security engineering design to mitigate the impact of vulnerabilities due to removed equipment and systems, including cybersecurity considerations.
 - 5) Design, details and other information shall include all relevant criteria, including but not limited to, infrastructures, interfaces, peripherals, software, programming, and configuration.
 - 6) Design criteria for staging and temporary measures shall include, but not be limited to:
 - a) Security engineering design to mitigate the impact of vulnerabilities due to removed equipment and systems. Temporary security systems shall include, but not be limited to, video surveillance and alarm monitoring.
 - b) Temporary public address system or systems.
 - c) Temporary Flight/Customer Information Displays supporting multiple independent airlines.
 - d) 800MHz radio system coverage as required for linking to the existing Authority Police Radio Channels:
 - i. Ensuring that said channels would not be affected/degraded as a result of existing equipment removals.
 - ii. Evaluating requirements for other radio channels to provide interoperability between existing Authority services and other agencies in the airport.
 - 7) Perform all other Electronics-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I, if elected by the Authority.
- e. Environmental
- The Consultant shall:
- 1) Review existing hazardous and regulated building material surveys. The document entitled "Hazmat Survey Report: Newark Liberty International Airport - Satellite Buildings A1, A2, A3, and Building 331" prepared May 30, 2013, will be provided by the Authority.
 - 2) Perform surveys as needed, to supplement available information and to identify all hazardous or regulated building and utility materials impacted by the scope of this

project. These materials may include, but are not limited to, asbestos containing material, universal wastes, PCB-containing materials, other hazardous or regulated building materials, and hazardous or regulated utilities materials. Asbestos survey shall comply with Asbestos Hazard Emergency Response Act “AHERA” protocols. For the areas surveyed, provide a comprehensive survey report which will include the locations and quantities of all hazardous and regulated materials which may be impacted by the scope of this project.

- 3) Prepare contract documents (drawings, specifications, etc.) for the management, removal, abatement, and disposal of hazardous or regulated building and utility materials that will be impacted by the scope of this project. At a minimum, abatement design drawings shall show, as required, work area limits, materials to be abated, containment structures, temporary support structures, decontamination enclosures, isolation barrier partitions, critical barriers, emergency exits, power source, water/drain source, waste route, description of method of abatement, fire watch requirement, and negative air unit calculations. All abatement drawings shall be signed and sealed by a New Jersey licensed Professional Engineer.
- 4) Prepare a list of all applicable environmental permits required to undertake all aspects of this project. Coordinate with any permits that may exist for ongoing projects in the immediate area. Apply for and obtain, on behalf of the Authority, all environmental permits or modifications of existing permits required for the construction of all aspects of the project (except as noted in Task I Optional Services). Prepare and submit to regulatory agencies all required permit application packages after they have been reviewed and approved by the Authority. Permit application packages include, but are not limited to, application forms, narratives, drawings, engineering reports, supporting documentation, public notifications, and fees. Schedule and attend meetings with regulatory agencies, as needed, to address permitting issues. Ensure that all required permits are received or obtained from the regulatory agency or agencies on or before the date of the submission of sealed and signed Permalife® contract drawings identified in accordance with Section IV.
- 5) Perform an “as-needed” task for additional submissions to NJDEP to address comments, provide additional information, address or letters deficiency, etc. Assume a total of 200 staff hours for this task.
- 6) Upon notification by the Authority, schedule and attend a pre-application meeting with regulatory agencies. Record and distribute meeting minutes.
- 7) Contract documents shall include requirements and provisions of applicable permits for construction activities subject to the permits.
- 8) The Newark Liberty International Airport Terminals A & B Site Closure Plan prepared by the Authority’s Environmental Engineering Unit (August 2016) that includes the environmental subsurface conditions in the project area is provided by the Authority.
- 9) Perform all other Environmental Engineering-related work necessary to complete the scope of all Tasks contained herein, including Optional Services if elected by the Authority.

f. Mechanical

The Consultant shall design and prepare contract documents for deconstruction and restoration including complete phasing and staging requirements for the following:

1) General

- a) Existing equipment that serves areas that are not under construction but which are in the area of deconstruction shall be maintained or relocated, as needed.
- b) Removal of existing Uninterruptable Power Supply (“UPS”)/Battery Room (“HVAC”) and batteries shall be removed and disposed per Environmental Protection Agency (“EPA”) standards.
- c) Mechanical equipment removals shall be phased in accordance with facility requirements to maintain operation.
- d) Dust and debris control(s) shall be maintained during construction by construction walls, curtains, etc.
- e) Temporary HVAC systems are to be designed, as needed, to support deconstruction and restoration.
- f) Consultant shall confirm with facilities if any equipment deconstructed and/or removed shall be returned to facilities.
- g) Coordinate with facilities for final approval of phasing and staging.

2) HVAC

- a) Phased removal of HVAC equipment, Controls and CHRP BMS systems.
- b) Phased removal of ducts and associated appurtenances. Cap and label all ducts back to existing main.
- c) Phased removal of hydronic pipes and associated appurtenances. Cap and label all pipes back to existing main.
- d) Phased removal of existing refrigerant pipes, refrigerant and associated appurtenances. EPA standards of removal and disposal shall be followed.
- e) Phased removal of Smoke Evacuation/Control system shall occur with the approval of the AHJ, Fire Department, and Authority. Maintain, replace, or operate systems, as needed, during construction.
- f) Phased removal of Building Management System (BMS) and associated control wiring (“BAS”) for areas of deconstruction. The front end BMS shall remain in operation. All disconnected/deconstructed units shall be reprogrammed at front end.
- g) Phased removal of existing Pre-Conditioned Air Units (“PCAs”) and associated appurtenances.
- h) Provide temporary cooling and heating in deconstruction and adjacent areas, as needed.
- i) Rebalance existing pumps that serve hydronic systems that have been deconstructed and capped.

- j) Provide pre-test and balance of equipment that will need to remain or be relocated, to confirm if equipment is working correctly and can provide adequate cooling/heating.
 - k) Provide test and balance for all relocated equipment after installation.
 - l) Confirm method of disconnection of electrical power of HVAC equipment.
 - m) Verify equipment capacity to remain, and modify as needed, to support final configuration of the building including building heat exchangers, chilled and hot water pumps, etc.
 - n) Facility mechanical equipment controls, including all local controls, control wiring, and connections to the facility BMS and front end system shall be modified to support mechanical equipment removals. The controls systems for active mechanical equipment shall remain operational to maintain normal facility operations.
 - o) Facility mechanical equipment, including all heat/cooling units, piping, ductwork, etc. shall be modified to support mechanical equipment removals due to phased deconstruction. The mechanical equipment shall remain operational to maintain normal facility operations.
 - p) Heating and cooling loads shall be calculated/completed at each phase of deconstruction to confirm the removal, additional, or reconfiguration, of HVAC systems for the deconstruction process and phasing. Consultant shall confirm, through the heating and cooling loads, the total amount of chilled and HTHW water capacity required at each phase of deconstruction.
- 3) Baggage and Screening
- a) Phased removal of baggage systems, equipment, and associated appurtenances.
 - b) Phased removal of screening systems, equipment, and associated appurtenances.
 - c) Phased removal of all x-ray systems, equipment, and associated appurtenances.
 - d) Removal shall be coordinated with deconstruction phasing. Provide continuous baggage screening and baggage delivery service to all active gates during deconstruction of Terminal A.
 - e) Continuously coordinate with the Authority and Department of Homeland Security – Transportation Security Administration (“TSA”) as necessary to accomplish the above, including salvage/return of equipment to the Authority and TSA, as may be required.

- 4) Vertical Transportation and Moving Walkways.
 - a) Phased removal of vertical transportation systems.
 - b) Removal of all horizontal transportation systems.
 - c) Removal of existing HVAC and associated equipment for the Passenger Boarding Bridges (“PBB”).
 - d) Removal or salvage of the PBB as may be required by the Authority.
 - 5) Perform all other Mechanical Engineering and Mechanical specialty-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.
- g. Plumbing/Fire Protection:

The Consultant shall design and prepare contract documents for deconstruction and restoration phasing and staging requirements for the following:

- 1) Prepare plumbing and fire protection systems design criteria for:
 - a) Deconstruction, cutting, and capping of portion of systems under affected scope area.
 - b) Modification of existing systems affected due to deconstruction plan so as to maintain continuity of services. Modifications of storm, sanitary, gas, domestic water, and fire water shall include, but not be limited to, re-routing, heat tracing, and insulation requirements
 - c) Relocate Siamese connections, fresh air intakes, and wall hydrants that are affected due to deconstruction work so as to maintain continuity of services.
- 2) Verify the adequacy of the plumbing and fire protection equipment sizing and selection. Where required, provide the adjustments or corrections to comply with the requirements of the current codes.
- 3) Design equipment pads, supports, and seismic restraints for piping and equipment.
- 4) In addition to the general requirements for all disciplines, include the following in the plumbing and fire protection systems scope of work:
 - a) Re-evaluation of the existing equipment, piping, etc. to remain, including findings and recommendations.
 - b) Catalog cuts for the selection of new and replaced components of existing equipment.
 - c) Removal and installation plans, sections, equipment details, schedules, and notes. Plans showing space requirements for the plumbing equipment, including pipe routing to serve these areas. Drawings (plans and section) shall provide typical room layouts including manufacturers recommended maintenance clearances and dimensions.
 - d) Plumbing and fire protection systems schematic and riser diagrams.
 - e) Provide complete plumbing and fire protection systems calculations to support the design. Support horizontal piping at 5-foot intervals. Support shall be provided on both sides of each joint.

- f) Provide detailed phasing and staging notes.
 - g) Coordination with all trades including, but not limited to Electrical, Mechanical, Structural, Architectural, etc.
 - h) Testing of all re-routed piping and complete systems.
 - i) Commissioning of final installed systems.
- 5) Perform all other Plumbing/Fire Protection-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.

h. Structural:

The Consultant shall provide structural design services for the deconstruction of the existing Terminal A satellites and connectors A1, A2, and A3, the restoration of the existing head house to remain, all airfield-related structures and all other structural elements of this project, including, but not limited to, the following:

- 1) Prepare deconstruction of satellites A1, A2, and A3 and their associated connectors and restoration of the head house design drawings, including General Plan, Elevations, Sections, and Details for existing conditions, temporary/interim conditions, and permanent conditions, and details for utilities-related structures and foundations, and other ancillary structures and appurtenances. All foundations and substructure shall be removed in their entirety, except that existing piles shall be cut off five feet (5'-0") below the lowest point of the pile cap. For details on these existing structures, refer to Exhibits 2, 3, and 4.
- 2) Prepare deconstruction of satellites A1, A2, and A3 and their associated connectors and restoration of the head house construction staging and sequencing drawings. Ensure construction sequence is shown on the drawings when a specific construction sequence is required for the stability and integrity of the structure involved.
- 3) Prepare preliminary and final structural analysis and design calculations, including, but not limited to, the following:
 - a) Preliminary analysis and design of the deconstruction, including stability and temporary support/shoring of each existing structure for every stage and sequence step of deconstruction, to ensure a structurally stable deconstruction sequence and develop criteria for the successful construction Contractor's engineer to follow. Such analysis and design shall be sufficient to confirm constructability of the project and ensure coordination of the work with ongoing adjacent projects, Operations, Security and other stakeholders.
 - b) Analysis and design of the new curtain wall/building envelope system and elements for the restored head house to remain.
 - c) Analysis and design of temporary structural conditions and/or impacts resulting from construction and operational staging and sequencing, including, but not limited to, walls, partitions, ceilings, floors, roofs, slabs, egress paths and stairs, frontage bridge structures, equipment, and vertical transportation. Such analysis and design shall be sufficient to confirm constructability of the project and

ensure coordination of the work with ongoing adjacent projects, Operations, Security and other stakeholders.

- d) Analysis and design of all new, relocated, reconfigured, and/or temporary structures, appurtenances, equipment, systems, above- and below-grade utility and other structures, elements, embedments, anchors, and attachments as necessary to support the work.
 - e) Foundation analysis and design shall be based on the soil and groundwater data and geotechnical parameters obtained from geotechnical borings as provided by the Authority.
- 4) Design shall consider whether there are interferences between the structure and systems to be removed or reconfigured and new or existing building systems, envelope, above- or below-ground utilities, and structures, based upon building, surface obstructions and utility survey information obtained through field inspection and verification under Task E and further information as may be provided by the Authority. Coordinate with other disciplines to avoid all potential interferences. Design supports and openings for utilities that are carried by the building structures. Coordinate with Authority Civil Engineering to develop best-fit design for environmental permits, as needed, unless the Authority elects the Optional Services.
 - 5) Prepare updated Structural Design Criteria Summary and integrate with the BODR at each milestone submission, including consideration for ease of future maintenance and access for hands-on inspection of all surfaces and elements. List all design references and design loads, including temporary loading and load rating information, where appropriate, on structural drawings.
 - 6) Identify and indicate on structural drawings all items subject to special inspection during the construction stage by the Authority and/or the Contractor in accordance with Authority, IBC NJ, FAA, AASHTO, and NJDOT requirements.
 - 7) Verify soil bearing capacity, deep foundation, and other soil properties with Authority Geotechnical Engineering. Indicate such information on structural drawings.
 - 8) Provide all foundations, below-, at- and above-grade structures, foundations, pads, shoring, etc., as required to support the Optional Services (see Task I entitled “Optional Services”), as well as all structural services necessary to support design to performed by the Authority’s Engineering Department disciplines for the project.
 - 9) Perform all other Structural Engineering-related work necessary to complete the scope of all Tasks contained herein, including any Optional Services as defined in Task I if elected by the Authority.
- i. Resilience and Sustainable Design

The Consultant shall be responsible for fulfilling all sustainable design requirements, including achieving compliance with the Authority Sustainable Infrastructure Guidelines (SIG) and Authority Sustainable Building Guidelines (SBG).

 - 1) Sustainable Design Requirements shall be integrated into the contract drawings and Specifications to demonstrate SBG and SIG credit achievement. With each

submission, provide to the Authority a Sustainable Design Submission. At a minimum, the submission shall include, but not be limited to, the following:

- a) SBG and SIG Credit Checklists including a summary identifying the overall sustainability goals of the Project.
- b) Narratives for each targeted credit describing project specific application of requirements.
- c) Division 1 Sustainable Design Requirements clause for SBG compliance.
- d) Documentation / references and all supporting calculations and narrative descriptions required to demonstrate compliance with the Sustainable Design Guidelines.

2) FEMA flood resiliency criteria to comply with the Authority Climate Resilience Guidelines on determination of Base Flood Elevation (BFE) and Design Flood Elevation (DFE) for critical equipment as identified by the Authority.

3) Establish design criteria in conformance to the Authority Design Guidelines and other applicable codes. The design of the critical equipment and flood protection elements associated with the headhouse and identified by the Authority shall be based on the DFE developed in accordance with the Authority Climate Resilience Guidelines.

4) Perform all other Resilience and Sustainable Design-related work necessary to complete the scope of all Tasks contained herein, including Optional Services if elected by the Authority.

9. Contract Drawings Format and Requirements:

- a. The Consultant shall be responsible for producing Contract Drawings that comply with the E/A Design Division CAD Standard (“CAD Standard”) and Authority Contracts Unit Review Standards, which are available at <http://www.panynj.gov/business-opportunities/engineering-documents.html>. Design Web Format (“DWF”) and Portable Document Format (“PDF”) shall be used for all documents that require Authority review.
- b. All Consultant contracts shall have a cover sheet containing the facility name, contract title, and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.
- c. The Consultant shall sign and seal all drawings prepared by the Consultant. Imposition of impression-type (raised) seal shall be required for all drawings. Drawings shall be signed in blue ink only.
- d. Any sub-consultant shall sign and seal its own drawings. The Consultant's name shall appear on each drawing prepared by a sub-consultant.
- e. All Final Drawings (Permalifes®) shall be signed and sealed by a Principal Engineer or Registered Architect of the firm or sub-consultant licensed in the State of New Jersey. The Principal Engineer or Registered Architect shall hold a Professional

Engineer or Architecture license in the State of New Jersey and shall be familiar with and responsible for the design. The Permalifes® shall have the following beneath each seal:

ORIGINAL SEALED AND SIGNED BY:

N.J.P.E. # OR N.J.R.A #
N.J. Certificate of Authorization #:
Firm Name
Firm Address

- f. Should the Consultant or any sub-consultant be a Professional Services Corporation (“PSC”) established under the New Jersey Professional Service Corporation Act, N.J.S.A 14A:17 et. seq., the Certificate of Authorization (“COA”) number line above may be omitted from the drawings. Any firm being so established shall, however, confirm this status to the Authority in writing, on original company letterhead and signed in blue ink by an Officer of the firm, and provide all appropriate supporting documentation no later than the 100% Submission.
 - g. The drawings and models shall be prepared in conformance with the Authority’s CAD Standards, which can be downloaded at <http://www.panynj-cadstandards.com/>. Contract Drawings shall be prepared in Autodesk AutoCAD and Civil 3D DWG formats and published/printed/saved in DWF and PDF format. Refer to the latest version of the Authority CAD Standards for specific procedures and details. The Consultant is required to check the website regularly for updates to the Authority CAD standards and to adhere to all updates. The 50%, 75%, 100%, and Bid Document submissions will be audited by the Authority for CAD compliance. The Consultant shall make the necessary changes, as identified in the audit, to comply with Authority CAD Standards and shall resubmit all files as necessary for re-audit until compliance is achieved. All submission of AutoCAD, Civil 3D, and Navisworks files, if applicable, shall follow the folder structure described in the Authority’s CAD standards.
10. Design Calculations:
- a. Calculations shall clearly distinguish between new and existing construction. Documents from which existing criteria, dimensions, and properties were obtained shall be referenced in the calculations. All engineering calculation sheets, including computer generated input and output sheets, shall be numbered (sheets shall also include total number of sheets in the package), dated, indexed, and bound. The designer and the checker shall initial all calculations sheets. Design criteria summary shall be included as part of the calculation. The index sheets shall define the total number of sheets submitted and shall bear the stamp and signature of an experienced Professional Engineer licensed in the State of New Jersey and who is familiar with and responsible for the design.
 - b. For all computations submitted in computer print-out form, the Consultant shall furnish the following in both PDF and hardcopy formats:
 - 1) The description of each software including:

- a) The type of problems solved by the software.
 - b) The nature and extent of the analysis and design.
 - c) The assumptions made in the software.
 - d) Instructions for interpreting the computer input and output formats.
- 2) Indicate the design criteria used and include diagrams showing the loading conditions and loading combinations.
 - 3) Indicate design constants, spring constants, and equations used, including all references.
 - 4) Include diagrams of all member forces (axial, shear, bending, and other forces, as appropriate) for each loading condition that controls the design.
 - 5) Indicate reaction loads from all loading combinations acting on building structures, bridge bearings, temporary/interim structures, including shoring, and deep foundations. Present the reactions clearly in table format.
 - 6) Include indexed and clearly identified input and output sheets for the entire structure for those portions of the structure that will be sufficient to enable the Authority to evaluate the structure.
- c. All technical software, including commercial, off-the-shelf software, and in-house developed software (e.g., Excel spreadsheets, Mathcad worksheets, custom-programmed software, etc.) used in the project shall have been validated by the Consultant prior to its use to ensure that the output results are acceptable, reliable, and consistent with input parameters and assumptions, and that the software is suitable and sufficient for the specific types of work performed. For all in-house or custom developed software, submit written certification on company letterhead to the Authority, that the foregoing validation has been performed.
11. Specifications: The Consultant shall prepare Specifications to include the work specified above in accordance with the following:
- a. Division 1 - Provide the Division 1 Sustainable Design Requirements clause for SBG compliance and the following information for the Authority Standard Division 1 Specifications, which will be prepared by Authority staff, in formats as approved by the Authority:
 - 1) Information specifically related to Conditions and Precautions, Construction Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract;
 - 2) A list of the Contract Drawings;
 - 3) A list of the Reference Drawings;
 - 4) A list of the Available Documents;
 - 5) A list of Classified Items, with description and estimated quantities for each item;
 - 6) A list of unit price items, where appropriate, with description and estimated quantities for each item;
 - 7) Division 1 Maintenance of Traffic Specification.

12. Technical Specifications

- a. The Authority has prepared certain standard technical specifications, which will be made available in electronic copy to the Consultant. These standard technical specifications must be reviewed by the Consultant. Structural standard specifications may be altered or revised by the Consultant, subject to approval by the Authority, except that the latest Authority structural steel, concrete material, asphalt, and soils specifications shall be followed as written. Since these standard technical specifications may contain materials and related procedures which are not appropriate to the specific Contract being proposed, the Contract Drawings general notes section may also be used to clearly define the materials, related submittals, and scope of work. However, any required submittal shall be clearly defined and numbered on Appendix A, B, C, etc., as applicable, of the related specification.

Division 1 of the Authority's specifications, dealing with general provisions, includes the following language:

"In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control."

- b. The Consultant shall prepare any required technical specification that is not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority's standard technical specifications and the Consultant shall make any changes therein requested by the Authority throughout its various reviews. Final version of technical specifications or customized specifications prepared by Consultant shall be signed and sealed by a Professional Engineer licensed in the State of New Jersey, and submitted at the end of Stage III.
- c. The Consultant shall prepare a list of required construction submittals, including requirements on each submittal item, on Appendix A section of each technical specification.

13. Fifty Percent (50%) Submission Requirements:

At the fifty percent (50%) submission milestone, the Consultant shall submit copies of all documents, including, but not limited to: contract drawings, details, sketches, calculations, analyses, construction staging, schedule(s), estimates, Sustainable Design Submission, updated Design Criteria, and Technical Specifications list. Copies shall be provided of the type and in the quantities identified in Section IV. Documents submitted to the Authority shall demonstrate actual progress of not less than fifty percent (50%) on all Base Work and deliverables required herein, including any Optional Services directed by the Authority, and shall be composed of a thorough (complete) set of Contract and Design Documents at a minimum fifty percent (50%) level of completion, except that the design criteria and constructability study shall be in a one hundred percent (100%) complete state. Payment of the Consultant's invoice following the fifty percent (50%) milestone shall be prorated based on the actual Earned Value reflected by the completeness of the documents submitted in accordance with this section.

14. Seventy-Five Percent (75%) Submission Requirements:

At the seventy-five percent (75%) submission milestone, the Consultant shall submit copies of all documents, including, but not limited to: contract drawings, details, sketches, calculations, analyses, construction staging, schedule(s), estimates, Sustainable Design Submission, updated Design Criteria and Technical Specifications List. Copies shall be provided of the type and in quantities identified in Section IV. Documents submitted to the Authority shall demonstrate actual progress of not less than seventy-five percent (75%) on all Base Work and deliverables required herein, including any Optional Services directed by the Authority, and shall be composed of a thorough (complete) set of Contract and Design Documents at a minimum seventy-five (75%) level of completion, except that the design criteria and constructability study shall be in a one hundred percent (100%) complete state. Comments from the fifty percent (50%) submission are to be addressed and resolved within the seventy-five percent (75%) submission documents. Payment of the Consultant's invoice following the seventy-five percent (75%) milestone shall be prorated based on the actual Earned Value reflected by the completeness of the documents submitted in accordance with this section.

15. One Hundred Percent (100%) Submission Requirements:

At the one hundred percent (100%) submission milestone, the Consultant shall submit copies of all documents, including but not limited to: contract drawings, details, sketches, calculations, analyses, construction staging, schedule(s), estimates, Sustainable Design Submission, updated Design Criteria, and Technical Specifications List. Copies shall be provided of the type and in quantities identified in Section IV. Documents submitted to the Authority shall demonstrate actual progress of not less than one hundred percent (100%) on all deliverables required herein, including any Optional Services directed by the Authority, and shall be composed of a thorough (complete) set of Contract and Design Documents. Comments from all prior submissions and interim reviews shall be fully addressed and resolved. Half-size hard copies of all Reference Drawings and Documents, as well as all Available Drawings and Documents, shall be provided in addition to PDF copies of the same. Payment of the Consultant's invoice following the one hundred percent (100%) milestone shall be prorated based on the actual Earned Value reflected by the completeness of the documents submitted in accordance with this section.

16. Permalife® (Signed and Sealed Bid Documents) Submission Requirements:

At the Permalife® (Signed and Sealed Bid Documents) submission milestone, the Consultant shall submit final copies of all documents, including, but not limited to: contract drawings, details, sketches, calculations, analyses, construction staging, schedule(s), estimates, Sustainable Design Submission, updated Design Criteria, and Technical Specifications List. Copies shall be provided of the type and in quantities identified in Section IV. Documents submitted to the Authority shall be ready for issuance as part of a bid package based on all Base Work and deliverables required herein, including any Optional Services directed by the Authority, and shall be composed of a thorough (complete) set of Contract and Design Documents signed and sealed as required above. One (1) complete, full-size (100%) hardcopy set of all Reference Drawings and Documents on Permalife® shall be provided, as well as a complete set of the same in PDF format, named as required by the Authority. One (1) complete, full-size (100%) electronic set of all Available Drawings and Documents shall be provided in PDF, named as required by the Authority. Payment of the Consultant's invoice following the Permalife® milestone

shall be prorated based on the actual Earned Value reflected by the completeness of the documents submitted in accordance with this section.

17. Requests for Information (“RFI”) and Addenda During the Bid Period and Conformed Drawings and Documents:

The Consultant shall review and respond to RFIs, coordinate, develop and issue addendum drawings and documents, and revise the construction cost estimate and construction schedule as required during the Bid Period in accordance with Section V. Following receipt of bids, and when directed by the Authority, the Consultant shall prepare Conformed Drawings and Documents that incorporate all revisions/changes made during the Bid Period. Addenda and associated RFIs, submittals, field support and all other services which result, in the sole opinion of the Authority, from design deficiencies, errors and/or omissions by the Consultant, shall be developed, provided and performed at no additional cost to the Authority.

TASK G. COST ESTIMATE AND CONSTRUCTION SCHEDULE

The Consultant shall prepare a Construction Cost Estimate for each submittal of the Contract Drawings and Specifications, including itemized list of “Net Cost” items in accordance with the Authority's Estimating Procedures Guide, which is available at: <http://www.panynj.gov/business-opportunities/engineering-documents.html>.

The Consultant shall provide an estimate of the time required to complete construction, as well as an estimate of delivery time for all long lead-time items. The Consultant shall present the construction schedule in Gantt Chart form using days, weeks, or months as appropriate for the unit of time, with respect to each task or long lead-time item.

The construction cost estimate for each involved discipline, including those prepared by the Authority’s Engineering Department, shall be compiled by the Consultant and presented on the Authority’s standard estimating forms, which will be provided by Authority staff. The construction cost estimates will be reviewed and will be subject to approval by the Authority's Cost Estimator, and shall be revised and recompiled as necessary based on comments received until approval is obtained.

TASK H. POST-AWARD SERVICES (STAGE IV)

1. The Consultant shall submit your specific QA/QC for the professional services to be performed in connection with the performance of your Post Award Services specified hereunder.
2. The Consultant shall review and approve (“APP”), approve as corrected (“AAC”), or disapprove (“NA”) all working drawings, catalog cuts, and design calculations submitted by the Contractor, in conformance with Contract Documents, within seven (7) business days after receipt of said articles from the Authority's Submittal Management Unit. Indicate any corrections, comments, and additions as required. The Consultant shall advise the Authority thereof, giving the reasons for your decisions. A Professional Engineer and/or Registered Architect licensed in the State of New Jersey shall stamp and sign all submittals, using a stamp with the exact format and language of the Authority Engineering Department’s Review stamp, a sample of which will be provided by the Authority at the beginning of Stage IV. The Professional Engineer and/or Registered Architect shall be responsible for the submitted items requested in the Contract Documents. Make all required distributions through final approval. Six (6) hard copies and a scanned electronic

file of each working drawing shall be submitted to the Authority. Hard copies of submittals shall be sent to the Authority's Submittal Management Unit within seven (7) business days after receipt from same. The review status of submissions reviewed with comments ("RWC") and reviewed with no comments ("RWNC") shall be used only on submittals in which the Contractor's Professional Engineer is responsible for the design and/or calculations, such as, but not limited to, temporary structure design for construction.

3. The Consultant shall function as the point of contact on overall design works for the EWR Resident Engineer's Office and Contractor. The Consultant shall coordinate all Requests for Information ("RFI"), actual field conditions and constraints, modifications as needed, and material substitute requests, if any, with all involved disciplines. The Consultant shall lead design coordination meetings to resolve construction issues.
4. The Consultant shall review and respond to all RFIs from the successful construction Contractor, as requested by the Authority.
5. The Consultant shall prepare and maintain a single, central tracking database, or spreadsheet for all RFIs received and responded to, including, but not limited to, the following information regarding each RFI: date received; date responded; unique tracking/sequence number; name of Bidder submitting RFI; contract document(s) (e.g., drawing, specification section, etc.) and other RFIs with which the RFI is associated; lead discipline for the response; title; description and/or content; response; contract documents affected by response; changes/addenda issued.
6. The Consultant shall prepare and submit, at the first pre-construction meeting, an outline list of required Contractor's submittals, to include, but not be limited to, working drawings, catalog cuts, samples, certificates, and test reports.
7. The Consultant shall monitor and update the associated verification documentation with respect to the approved Final SBG and SIG Project Credit Checklist throughout the duration of the construction work, including but not limited to, Construction Waste Management and Construction Indoor Air Quality Management. The Consultant shall submit monthly status reports verifying that all items identified during the design work are completed during the construction work. The Consultant shall compile all evidence and documentation, as required by the SBG, and submit to the Authority as a requirement for Final Acceptance.
8. The Consultant shall evaluate alternative construction details and materials, as requested by the Authority.
9. As required, the Consultant shall issue post-award contract changes ("PACC's) with detailed estimates and conduct site inspections, as required, for the changes. PACCs and associated RFIs, submittals, field support and all other services which result, in the sole opinion of the Authority, from design deficiencies, errors, and/or omissions by the Consultant, shall be developed and provided at no additional cost to the Authority.
10. The Consultant shall make available on site a Professional Engineer and/or Registered Architect licensed in the State of New Jersey, as requested by the Authority, for performance of construction support services, as defined by the Authority, as well as to attend progress and coordination meetings during the construction stage, currently anticipated to be three (3) years for the duration of deconstruction of the existing Terminal A satellites and connectors, head house restoration and airfield pavement, signage, and appurtenances.

TASK I. OPTIONAL SERVICES

Should the Authority elect the Optional Services expressed below, the Consultant shall adhere to Tasks A through H listed above for the included Optional Services in addition to the Scope.

1. Optional Services 1 - Civil

The Consultant shall:

- a. Update Civil base maps of the project area provided by the Authority showing existing site features, major utilities, topography, and right-off-way/property/lease lines/jurisdictional boundaries, within the project area. Perform a site visit to verify existing conditions. Coordinate and integrate Civil base maps with the larger project base maps developed as part of the Base Services.
- b. Coordinate with the Authority's Aviation Planning group as needed to determine and develop the interim and final functional layouts of the airfield and the terminal, and development of final design(s) based on the interim and final functional layouts.
- c. Prepare civil engineering site design for the airside project area shown in Exhibit 1 and develop final design contract drawings for the following:
 - 1) Airfield taxilanes/taxiway/apron/aircraft parking and vehicular roadway existing and proposed horizontal and vertical alignments
 - 2) Removals and paving work
 - 3) Existing and proposed utilities work for sanitary, water, and drainage lines
 - 4) Cross sections for taxilanes/taxiways/aprons and aircraft parking areas
 - 5) Details for pavements, utilities, and all required elements to perform construction of civil work items
 - 6) Specify and customize standard Authority specification sections as required for final design documents. Identify required submittals for each technical specification section.
 - 7) Develop quantities in Authority standard estimating format for all Civil work items
 - 8) Prepare drawings to support NJDEP permit applications
 - 9) Perform drainage design, site design, grading, modeling (unsteady-state HEC-RAS hydrologic/hydraulic of Peripheral Ditch and StormCAD model of proposed drainage), and prepare supporting documentation, including all supporting calculations (drainage/cut and fill), modeling, and prepare Engineer's Report required for obtaining applicable permits.
 - 10) Calculate the total area of disturbance and changes in surface coverage type (impervious/pervious) and perform design to comply with requirements for permits identified in Task F.8.e. This assumes credits will apply for removed impervious area and added riparian area work performed under other Terminal One Redevelopment Program projects.
 - 11) Update "unsteady-state" HEC-RAS Hydrologic/Hydraulic model for proposed site conditions and permit support. A "Flood Hazard Area Verification" was submitted for the Peripheral Ditch, which is currently under review by NJDEP, and may or may not be approved prior to submission of this project permit. The airport's 1%

tidal flood elevation is EL 9.0 (NAVD 88) and the project site is expected to be controlled by fluvial flooding of the Peripheral Ditch around an elevation of approximately EL 10.0 (NAVD88) in the project site.

12) Develop stormwater evaluation and supporting calculations, reports, and modeling to ensure that stormwater quality and quantity of proposed drainage systems meets the requirements of N.J.A.C. analysis of the 2, 10 and 100-year rainfall events. StormCAD models of the proposed drainage system will be provided to the Consultant. All stormwater discharges into the Peripheral Ditch, which is located on airport property and is an extension of the overall airport drainage system. The Peripheral Ditch also drains approximately twelve (12) square miles of surrounding urban watersheds. Proposers shall describe their strategy/methodology for complying with N.J.A.C. stormwater regulations. One potential approach for compliance with N.J.A.C. stormwater criteria is to evaluate the impact on the Peripheral Ditch water levels considering coincident stage of the Peripheral Ditch and connecting watersheds.

13) All other Civil engineering-related work as needed, to perform the scope of all Tasks contained herein.

2. Optional Services 2 - Environmental

The Consultant shall:

- a. Prepare Soil Erosion and Sediment Control (SESC) contract and permit drawings. Obtain approval and Certification of the SESC plan with the appropriate Soil Conservation District(s). Apply for and obtain the associated NJDEP Construction Activity Stormwater General Permit Request for Authorization (RFA). Pay all related fees for obtaining permits.
- b. Prepare contract documents to address management, sampling, transportation, and off-site disposal of excess excavated soil materials. The Authority will provide standard contract drawing notes for reference.
- c. Prepare contract documents to address dewatering effluent management during construction of this project.

IV. SCHEDULE AND SUBMISSIONS

The Consultant shall submit the work identified above for review by the Chief Engineer within the number of calendar days stipulated below (Elapsed Time) after receipt by you of one (1) copy of the Agreement fully executed by the Authority.

<u>Description</u>		<u>Elapsed Time (Calendar days)</u>	<u>Submittals</u>
1a	Project Schedule for both Design and Construction; Consultant's signed QA/QC Program	28	1 electronic copy, Live P6 file
1b	Design Criteria Summary (BOBA)	60	1 electronic copy
1c	Authority provides comments on 1a, 1b (above)	75	

2a	50% complete drawings, staging plans, specifications, design calculations, cost estimates, Sustainable Design Submission, construction schedule, and signed QA/QC letter	154	1 electronic copy (DWF, DWG, RVT, PDF), and submit 25 - 11 x 17 paper copies for drawings.
2b	50% On-Board Review Meeting, Authority provides comments on 50% Review	168	
2c	Written response to 50% comments	189	
3a	75% complete drawings, staging plans, cost estimates, Sustainable Design Submission, and construction schedule	273	1 electronic copy (DWF, DWG, RVT, PDF), and submit 25 – 11 x 17 paper copies for drawings.
3b	75% On-Board Review Meeting, Authority provides comments on 75% Review	287	
3c	Written response to 75% comments	294	
4a	100% complete drawings, staging plans, specifications, design calculations, Sustainable Design Submission, cost estimates, construction schedule, quantity estimate, and signed QA/QC letter	343	1 electronic copy (DWF, DWG, RVT, PDF), and submit 25 - 11 x 17 paper copies for drawings.
4b	Authority performs Authority-Wide Review	364	
4c	100% On-Board Review Meeting, Authority provides comments for Authority Wide Review	385	
4d	Written response to Authority Wide Review comments	399	
5a	Final review submission on contract drawings and specifications	420	1 electronic copy (DWF, DWG, RVT, PDF), and submit 25 - 11 x 17 paper copies for drawings.
5b	Authority provides final comments	434	
5c	Written response to final comments	455	
6	Permalife® contract drawings, complete contract specifications, final design calculations, final	476	1 electronic scanned copy, 1 electronic copy (DWF, DWG, RVT, PDF), signed

	Sustainable Design Submission, final cost estimate, final construction schedule, final quantity estimate, and signed QA/QC letter		and sealed Permalife® drawings, and submit 25 - 11 x 17 paper copies for drawings.
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V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority makes no representation or guarantee as to, and will not be responsible for, the accuracy, completeness or pertinence of documents made available for the Consultant’s information and, in addition, will not be responsible for any conclusions drawn therefrom. They are made available to the Consultant merely for the purpose of providing such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

The documents specified below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement.

Available Documents Include:

1. Terminal Design Build Performance Criteria
2. Engineering Project Delivery Manual
3. EWR Satellite Buildings A1, A2, A3 & Building 331 Hazmat Survey Report, May 30, 2013
4. Newark Airport – Central Heating & Refrigeration Sys. Plant & Phase I Distribution Lines – Contract No. NA-520.022 – Mechanical
5. Newark Airport Terminal “A” Tenant Improvements (1971) – Terminal A Satellite & Connectors – HVAC
6. Newark International Airport – Airline Modifications – Terminal A (2000) – HVAC
7. Newark International Airport – Terminal A2 Modifications –Concourse Level & Ramp Level – Fire Sprinklers
8. Newark International Airport – Airline Modifications – Terminal A (2000) – Plumbing
9. Newark Airport Terminal “A” Tenant Improvements (1971) – Terminal A Satellite & Connectors – Plumbing
10. Newark International Airport 2014 Inspection Report of Terminal A
11. Newark International Airport – EWR Redevelopment Program – Automated People Mover, Terminal Stations A, B, & C – Contract No. EWR-124.017 – Structural

12. Newark International Airport – Terminal A, A2 Connector Office Space – Contract No. EWR-921.550 – Electrical
13. Newark International Airport – Terminal A Baggage System Right of Way, Package 02 – Contract No. N-2611 – Electrical
14. Newark International Airport – Terminal A Ramp Level – Interim Relocation – Jet Bridge – Contract No. N-2758 – Electrical
15. Newark International Airport – Terminal A Passenger Loading Bridges and Potable Water A-2 Gates 24, 25, 26, 26A, and 27 – Contract No. N-2806 – Electrical
16. Newark International Airport – Terminal A Lighting Plans, Satellite at Ramp Level – Contract No. N-2809 – Electrical
17. Newark International Airport – Terminal A Airline Modifications Vol. II – Contract No. N-2811 – Electrical
18. Newark International Airport – Terminal A Relifing, Packing No. 2 – Contract No. N-2813 – Electrical
19. Newark Liberty International Airport – Concession Expansion Program – Terminal A Satellite A-2, Space A31, Kiosk – Contract No. N-3030 – Electrical
20. The Grove Newark Liberty Airport – Terminal A Satellite A-2, New Tenant Buildout – Contract No. N-3078 – Electrical
21. Newark Liberty International Airport – Terminal A Satellite A-2 Modification – Contract No. N-3109 – Electrical
22. EWR Terminal A Satellite A-3 – Slope Plate Make-up Unit Replacement – Contract No. N-3223 – Electrical
23. Newark Int’l Airport – Terminal “A2” - Express Jet Relocation – Contract No. N-3240 – Electrical
24. Newark Liberty International Airport – Terminal A – Installation of Jet Bridge Equipment Gates 10, 14 and 15 Package 1 – Contract No. N-3480 – Electrical
25. Newark Liberty International Airport – Terminal A – Installation of Jet Bridge Equipment Gates 10, 14 and 15 Package 2 – Contract No. N-3480 – Electrical
26. Newark Liberty International Airport – Southwest Airlines – Terminal A Supplemental Air Conditioning – Contract No. 3549 – Electrical

VI. ADDITIONAL INFORMATION FOR THE PREPARATION OF CONTRACT DOCUMENTS AND CONSTRUCTION COST ESTIMATES

- A. Except as otherwise noted herein, the Preparation of Contract Documents shall conform to Authority standards and codes which would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.

- B. The Consultant shall prepare all Contract Drawings on standard size Authority Permalife® tracings. Tracings shall be prepared in such manner as to produce clearly legible drawings after reduction in size. Scales shall be graphical rather than numerical.
- C. All documents are to be submitted to the Authority according to Section IV. The Consultant shall meet with the Authority to review such documents, incorporate Authority comments, compile all comments/written responses, and submit in final written response form within fourteen (14) calendar days of receipt of such comments.
- D. The Consultant shall perform the following additional services as part of this Agreement:
 - 1. Provide input to answer questions asked of the Authority by bidders during the bid period.
 - 2. Prepare Contract addenda, including, but not limited to, contract drawing revisions, engineering calculations, and revised estimates, as necessary or as requested by the Chief Engineer, for Authority approval and issuance by the Authority. Furnish originals for final printing.
 - 3. Upon request, assist Authority staff in Item E specified below.
- E. Authority staff will:
 - 1. Prepare Information for Bidders, Form of Contract, General Division 1 of the Specifications and the Analysis of Bid, and Contract Progress Schedule.
 - 2. Meet with Consultant from time to time to review all specifications, contract drawings, construction cost estimates, and schedules prepared by the Consultant.
 - 3. Review with, and transmit comments from, various Authority departments to the Consultant for incorporation by him into the Contract Documents.
 - 4. Review addenda with, and obtain approval of, various Authority departments.
 - 5. Solicit, receive and open bids, and recommend that the Authority award contract or reject bids.

VII. CONDITIONS AND PRECAUTIONS

A. General

- 1. All Engineering drawings and documents are to be handled, transmitted, and destroyed in accordance with Authority guidelines. The Consultant shall designate a Security Information Manager (SIM) for the subject Authority project. The SIM shall oversee the collection of required non-disclosure documents and shall submit required 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 sheet.
- 2. All electronic Engineering drawings and documents shall be transmitted through the Authority's Livelink site for electronic files transfer. Upon receipt of the fully executed Agreement, the Consultant will receive Livelink account access forms. The Consultant shall complete and return the Livelink account access forms for Consultant's staff, as needed. Upon review and approval, a Livelink account token or password will be sent to the Consultant's office for access to subject Livelink project folder.

3. The Consultant shall ensure Items 1 and 2 above are performed in a timely manner at the beginning of the project to ensure successful, on-time submissions in accordance with schedule identified in Section IV.
4. All electronic drawings files shall be in compliance with the Authority's CAD Standards.
5. The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
6. All vehicular, including aeronautical and/or pedestrian traffic shall have priority over any and all Consultant operations.
7. The Consultant shall follow access, personnel identification, and security requirements at the site. These requirements include daily notification to the EWR Police when entering and exiting the site and obtaining identification placards for all vehicles on site and badges for all site personnel.
8. The Consultant shall coordinate with EWR Facilities, as directed by the Project Manager, for inspection date and duration.
9. Airport Operations at EWR shall always have priority over all of the Consultant's operations and/or Construction Activities.

B. Work Areas

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

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

Area of Work, as well as Area Available for the Contractor's Use, shall be developed during construction as part of TASK F.

C. Work Hours

In any case, no work shall be performed at the site on any holidays observed by the Authority, unless otherwise directed by the Authority.

VIII.COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

1) 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 **\$10,000,000** 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:

- 2) Contractual Liability to cover liability assumed under the Agreement;
- 3) Independent Contractor’s Coverage;
- 4) Premises-Operations, Products and Completed Operations Liability Insurance;
- 5) 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 following insureds;
- 6) Excess/umbrella policies shall “follow form” to the underlying policies;
- 7) Excess/umbrella policies shall have a liberalization clause with drop down provision;
- 8) 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;
- 9) All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- 10) Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- 11) 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;
- 12) 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 endorses 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, successors or assigns”, in addition to: The City of New York, for all operations at John F. Kennedy and LaGuardia Airports; 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 Financing. 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.

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 **\$10,000,000** 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.

6) **Environmental Liability Insurance:** If the work involves Environmental/Hazardous Materials, then the Consultant and its Sub-consultant(s) shall procure and maintain in force an Environmental Liability Insurance Policy covering the Contractor's pollution legal liability, including cleanup, transportation with limits not less than **\$5,000,000** per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the work of this Agreement.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (I) be expressly endorsed for each Authority facility under 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's 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 Agreement, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

The policy shall provide transportation coverage for the loading and unloading and hauling of waste materials, including asbestos material and lead paint, from the site to the final disposition location. Any additional insurance requirements, permits, licenses and other forms of documentation required by the United States Dept. of Transportation, The Environmental Protection Agency and/or federal, state and local laws, rules and regulations shall be the sole responsibility of the Consultant. Deductibles 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.

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 Port 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 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 Port 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 to 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 Port 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 Port 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 Port 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.

* * *

EXHIBIT 1

SK001

(SITE CONDITIONS AT COMMENCEMENT OF CONSTRUCTION)

SK002

(SITE CONDITIONS AT COMPLETION OF CONSTRUCTION)

EXHIBIT 2

(Newark Airport Terminal No. 1 Foundations – Contract No. NA-520.009 - Structural)

EXHIBIT 3

(Newark Airport Terminal No. 1 Main Building – Superstructure – Contract No. NA-520.010 –
Architecture and Structural)

EXHIBIT 4

(Newark Airport Terminal No. 1 Satellites & Connectors – Superstructure – Contract No. NA-520.011 – Architectural and Structural)

EXHIBIT 5

(EWR Terminals A & B Site Closure Plan August 2016)

EXHIBIT 6

[\(Technology Standards Overview for the Port Authority \(2018\)\)](#)

P.A. AGREEMENT # *-18-*****

DATE

Lillian D. Valenti
Chief Procurement Officer

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT TERMINAL ONE REDEVELOPMENT PROGRAM – DESIGN OF CONTROLLED DECONSTRUCTION OF EXISTING TERMINAL A SATELLITES AND CONNECTORS, RESTORATION OF HEAD HOUSE AND ASSOCIATED AIRFIELD PAVEMENT, SIGNAGE AND UTILITIES

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 and hereafter, the "Chief Engineer" means the Chief Engineer of the Authority, or his/her duly authorized representatives.

For the purpose of administering this Agreement, the Chief Engineer has designated DAR NAME, TITLE, to act as his/her 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, 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

FIRM NAME

- PAGE 2 -

DATE

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. The Consultant shall 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, as Attachment D, 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 and cost analysis shall clearly indicate any of your employees, as 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 facsimile, 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 (15th) 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 for qualified and Authority certified MBEs and ten percent (10%) for qualified and Authority certified WBEs on technical service projects.

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 Port 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 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 subconsultants 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 (dated 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 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 shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-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 26 to 34 above, the following terms shall mean:

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

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

FIRM NAME

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DATE

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

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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

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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 THE PERFORMANCE OF EXPERT
PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT
TERMINAL A REDEVELOPMENT- DESIGN OF CONTROLLED
DECONSTRUCTION OF EXISTING TERMINAL A SATELLITES AND
CONNECTORS, RESTORATION OF HEAD HOUSE ENVELOPE AND ASSOCIATED
AIRFIELD PAVEMENT, SIGNAGE AND UTILITIES
(RFP #55256)**

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 THE PERFORMANCE OF EXPERT
PROFESSIONAL SERVICES FOR NEWARK LIBERTY INTERNATIONAL AIRPORT
TERMINAL A REDEVELOPMENT- DESIGN OF CONTROLLED
DECONSTRUCTION OF EXISTING TERMINAL A SATELLITES AND
CONNECTORS, RESTORATION OF HEAD HOUSE ENVELOPE AND ASSOCIATED
AIRFIELD PAVEMENT, SIGNAGE AND UTILITIES
(RFP #55256)**

1. Company Legal Name (print or type):

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

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):

9. Officer or Principal of Firm and Title:

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

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 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 _____