

February 3, 2012

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS – NEEDED” BASIS (RFP# 28150)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to provide Expert Professional Planning, Architectural and Engineering services for the Redevelopment of Terminal A at Newark Liberty International Airport. The scope of the tasks to be performed by the Consultant are set forth in Attachment A to the Authority’s Standard Agreement (the “Agreement”), included herewith and will consist of planning and design services through Stage I Conceptual Design. 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 REQUIREMENT

The Authority will consider only those firms who are able to demonstrate that they meet the following qualification requirement(s):

1. Successful completion of at least one (1) major airport redevelopment project that includes planning, architectural and engineering functions of similar scope and complexity as the services contemplated herein. The project shall include work on airfields, air terminals and air terminal roadways and had a minimum construction value of \$1 billion (adjusted for inflation/deflation), and should be completed within the past ten (10) years.
2. Successful completion of a minimum two (2) projects of air terminal design with minimum values of \$400 million.
3. Demonstrable successful experience in developing staging of large multiphase construction projects in at least two (2) major airport projects within the last ten (10) years which allowed for the continued efficient terminal operation throughout the entire construction stage while meeting all FAA, TSA, and related operational and security requirements.
4. Principal Engineer and/or Architect shall have a minimum of twenty (20) years experience and multi-discipline technical expertise performing professional engineering and/or architectural services. The Principal Engineer and/or Architect shall have professional experience on at least three (3) similar major aviation programs.
5. Project Engineer and/or Architect shall have a minimum of eight (8) years professional experience and multi-discipline technical expertise. The Project Engineer and/or Architect shall have professional experience on at least two (2) similar major aviation programs.

6. Engineering Design Managers for each of the functional areas listed in Attachment A shall have a minimum of ten (10) years of experience in their areas of expertise and a minimum of five (5) years of experience serving as Engineering Design Managers. All Engineering Design Managers for the aforesaid disciplines shall have professional design experience on at least two (2) similar major aviation programs.
7. Principal(s) are licensed to practice engineering and/or architecture in the State of New Jersey.

If submitting as a common law joint venture, at least one (1) member must meet the forgoing requirements.

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 this requirement 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 of no more than forty -five (45) pages single-sided or twenty-three (23) pages double-sided, using 12 point or greater font size, not including resumes. This limit does not include Section III, items: The Non-Disclosure Agreement (NDA), A, B, C, F, I, J and K below nor section and/or tab dividers. Each resume shall be 2-page maximum, single-sided or 1-page double-sided, using 12- point or greater font size. Product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP. The Proposal pages shall be numbered and bound, with "Your Firm Name," and **RFP Number 28150** clearly indicated on the cover.
- B. Each section of the Proposal shall be separated 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, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302, **Attention: RFP Custodian**. Do not address your Proposal to any other name. You are required to submit one (1) reproducible original and twelve (12) copies, along with one (1) compact disc copy, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc 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. Provide the address of your firm to which any written correspondence should be sent.
- F. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no later than 2:00 p.m. on March 5, 2012**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.

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

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

Non-Disclosure Agreement (NDA):

Firms wishing to submit a proposal shall be required to execute a copy(ies) of the Authority's standard NDA, included herewith and made a part hereof as Attachment E. Proposers must fill out and submit a fully signed PDF copy of the signed NDA, via e-mail to david.gutierrez@panynj.gov. The e-mail subject line should state the RFP number. The body of the e-mail should include your firm's full name, contact name, and contact phone number. As stipulated in the NDA, by its review of the listed documents, the Proposer agrees that it will not use such information for any purpose other than in response to this RFP, and that it will not disseminate such information to any third party other than sub-consultants.

Promptly after the e-mail submission, the original, signed, NDA must be mailed to: The Port Authority of New York and New Jersey, 2 Montgomery Street, , 3rd Floor, Jersey City, NJ 07302, Attention: David Gutiérrez, Manager, Special Purchasing Projects.

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion), executed by an officer of your company authorized to bind the company to legal terms and conditions.

B. Transmittal Letter

Submit a transmittal letter, on letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements". Your transmittal letter shall also include, but not be limited to the following:

- 1) A statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

All the qualification information required for a single entity shall be submitted for each participant in the joint venture. 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 joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.

- 2) Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Agreement. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for

providing the required insurance. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion), signed by an officer of your company.

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

D. Qualifications and Experience of Staff.

In this section, identify the key personnel including all discipline leads and key sub-consultant staff responsible for implementing the scope of work described in Attachment A and highlight their relevant experience and technical capabilities. Key Personnel are staff who meet or exceed the qualification requirements outlined in Section I above and demonstrate their ability to perform the contemplated services required to successfully complete this project. .

Discipline leads shall include but not be limited to terminal, site planning and design, civil, structural, mechanical, electrical, electronics, vertical transportation, baggage handling systems, security, commissioning, sustainable design, environmental, geotechnical, and traffic. In addition, this section shall include personnel who shall perform services in connection with the following disciplines: graphics, way finding, landscape architecture, lighting design, retail planning and sustainable design. Finally, include staff performing the cost estimating and scheduling functions shall be included. Provide information detailing the experience of any other key individuals responsible for the successful completion of the proposed Project areas (Airside, Landside or Terminal).

Provide a matrix, listing the name(s), title(s) firm and responsibility on the project for the all resumes of personnel who will be assigned to perform any services requested. Resumes shall include the firm the individual works for, their educational background, chronological history of employment, relevant licenses and certifications.

E. Specific relevant experience of your firm.

Provide documentation of Firm's (including sub-consultants) Qualifications and Experience, which includes projects similar in size and scope to that of the Redevelopment of Terminal A, including, but not be limited to, a list of entities for which similar services have been provided. Provide a list of no more than ten (10) projects and contacts for the Authority to confirm provided information. Information shall be presented in a table prepared by you, to include but not be limited to the following for each project:

- 1) Project Title
- 2) Other entities assisting in project
- 3) Project Manager
- 4) Key personnel participants
- 5) Date Started
- 6) Date Completed
- 7) Construction Cost
- 8) Client
- 9) Project Statistics including: square footage of terminal, number of gates, if terminal served domestic, international, or a mix of passengers, airside components included,

landside components include, systems included in terminal (baggage systems , etc), and if terminal was new or renovated.

10) A brief project narrative summary. Identify your specific scope of work on the listed projects. Highlight any unique challenges or obstacles and how they were handled. Identify any similarities to this project. Also, Provide a brief narrative description of each project identified in the table. Highlight any unique challenges or obstacles and how they were handled. Present any similarities between the project listed, and the proposed project. If working as prime consultant, identify the work that was performed by sub-consultants. In addition, for each project, identify the dollar value of the portion of work and the tasks performed by your firm exclusive of any sub-consultants.

11) Contact Name and Phone Number (project reference) – the Authority reserves the right to contact such references at any time.

F. Complete Attachment D (Staffing Analysis Sheets) for performance of Tasks outlined in Attachment A. The Excel version of Attachment D (2 of 2) is available by the following link: [Staff Analysis Sheet](#).

Complete Attachment D, Estimated Staff Costs, The Estimated Costs shall identify the names, titles, multipliers (as well as billing rates for principals and partners) of specific staff to be assigned to the performance of each task. All out-of-pocket expenses shall be broken down per task and provided on a separate sheet. Include a breakdown of your multiplier, indicating all of its components (e.g.: vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit) for all work performed at the Consultant's office. If proposing the use of sub-consultant(s), provide the terms and conditions for their compensation (including their multiplier, and/or billing rates as appropriate), their Minority/Women-owned Business Enterprise (M/WBE) status and the technical qualifications of their key personnel to be assigned to the subject project.

For on-site staff, the Consultant shall provide a multiplier that assumes that the Authority will provide office space and equipment, computers and software, parking and other amenities.

G. This section shall discuss, in detail, the Proposer's approach to completing the required tasks (other than as-needed services) described in Attachment A, this shall include:

1. A detailed description of the proposed Technical Approach to be taken on the project.
2. Discuss the work plan required to prepare the documents in accordance with the tasks described in Attachment A
3. Provide the preliminary delivery schedule for the tasks outlined in Attachment A with intermediate milestones defined as appropriate.
4. Review of the concept developed by the Authority under the Phase I planning effort. Develop and submit an independent assessment of the Authority's presented concept. The assessment should include, but not be limited to the following:
 - a. Identify any improvements that could be made to the current concept

- b. Identify cost drivers with the current concept and note any cost saving opportunities
 - c. Highlight any logistical and operational issues for the terminal, landside and airside operations
 - d. Note staging concerns with the planned concept
 - e. Identify schedule compression opportunities
 - f. Validate the order of magnitude total program cost estimate of \$2.2 to \$2.7 billion.
 - g. Provide an overview of a program implementation plan (i.e. tenant relocation, early action projects, etc.)
 - h. Identify potential procurement and delivery strategies for the program elements.
5. Optional, develop or modify the concept, and/or propose an alternate(s) if you choose to do so. The firm's proposed concepts and/or modifications should address, in no particular order, the following objectives addressing the program needs:
- a. Providing operational and functional new facilities to the airlines sooner in the construction process than shown in the Phase I concept;
 - b. Involving lower costs in general and lowering the extent and cost of construction that precedes terminal construction more than shown in the Phase I concept;
 - c. Providing potential stopping points in the construction process so that program can be re-evaluated based on MAAP estimates, economic conditions, industry changes and new technologies; and
 - d. Providing additional improvements for airside operations.
- H. A detailed description of the proposed management approach to be taken for the performance of the required services.
- 1) Prepare a staff organization chart for the Project that identifies the responsibilities of each firm included on the team. Include a list of intended sub-consultant(s) and their MBE/WBE status. Another organization chart shall be included that identifies the key individuals, 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.
 - 2) Your proposed organizational structure to be responsive to the Authority's needs; your proposed approach and schedule for keeping the client apprised of the project status; and your proposed approach to ensuring the quality of the work product to be produced. .

The Authority reserves all rights referred to in the last paragraph hereunder.

Your attention is directed to Paragraph 20 of the Agreement in which the Authority has stated the M/WBE goals for participation in this project. Submit details on how you intend to meet these goals.

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

The Authority has a list of certified MBE/WBE service firms 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 Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

- I. A complete list of your firm's affiliates and subsidiaries.
- J. If the Proposer or any employee, agent or subcontractor of the Proposer may have an actual or appearance of a conflict of interest, or circumstances which may give rise to an appearance of impropriety, the Proposer shall include in its Proposal a statement indicating the nature of the conflict or circumstances which may give rise to an appearance of impropriety. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest or appearance of impropriety. The Authority's determination regarding any question(s) of conflict of interest or appearance of impropriety shall be final.
- K. The Proposer is expected to agree with the form of agreement and its terms and conditions. The Proposer should therefore not make any changes in the Agreement nor restate any of its provisions in your Proposal or supporting material. ***However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP.*** The Authority is under no obligation to entertain and/or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

IV. SELECTION PROCESS:

The review, rating and ranking of Proposals shall be first based upon the technical qualifications as indicated below. The qualifications based selection shall take into consideration the following technical qualifications, listed in order of importance, and subsequently cost, as appropriate:

- A. qualifications and experience of the staff, including subconsultants, performing services hereunder;
- B. qualifications and experience of the firm;
- C. Technical Approach for the performance of the contemplated services; and
- D. Management Approach for the performance of the contemplated services.

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, 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 would be limited to sixty (60) minutes, and include the material contained in your Proposal. The presentation would be followed by an approximately thirty (30)-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager (or Principal Architect or Engineer), who may be supported by no more than five (5) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the contact person for presentation scheduling as well as an alternate in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

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 www.panynj.gov. Proposers are encouraged to periodically access the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> for RFP updates and addenda.

If your firm is selected for performance of the subject services, the agreement you will be asked to sign, at that time, 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. Appendix A, Americans With Disabilities Act Equal Opportunities for Individuals with Disability" By submitting a Proposal the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with his 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 contractors, affiliates, subcontractors and subcontractors' 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.

Following selection of a Consultant, the Authority will forward two copies of the Agreement to the selected firm, which must sign and return both copies. The return to you of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, or to request access to information and/or materials referenced in Attachment A, Section V., that are not available on the Authority's website, please contact David Gutiérrez, by email at david.gutierrez@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "**RFP 28150**" in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Mr. Gutiérrez nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written

addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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 yours,

Tim Volonakis
Manager
Professional, Technical and Advisory Services Division
Procurement Department

Attachments

P.A. Agreement #*-12-*****
DATE

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING,
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
REDEVELOPMENT OF TERMINAL AT NEWARK LIBERTY
INTERNATIONAL AIRPORT AS REQUESTED ON AN "AS NEEDED"
BASIS**

Dear Contact:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain <FIRM NAME> (hereinafter referred to as "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, as requested on an "as-needed" basis.

2. This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director of the Aviation Department, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated <NAME>, <TITLE>, to act as his duly authorized representative. The Project Manager for this project is <NAME>, at (***) ***-****, or e-mail address *****@panynj.gov.

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

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

4. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in

writing to so continue by the Director and you shall submit to her for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated 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 an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

5. 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 if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

6. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in her sole opinion said items are not in accordance with the requirements of this Agreement, sound engineering principles, or professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are 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 Director, but the Consultant shall 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 his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional 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 combined total of each of the approved estimated costs, unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

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, and D below, subject to the limits on compensation and provisions set forth in paragraph 4 and 7 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, the Consultant 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; for work performed at Authority office(s), as mutually agreed upon, 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 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 schedule 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 Director 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 and any subconsultants working under this Agreement (in the United States) are legally present and authorized to work there, 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 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 adjustment setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount 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) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if

any, to be applicable under this Agreement shall in all cases be finally determined by the Director or her designee, in their sole and absolute discretion.

Notwithstanding the above, the multipliers set forth in the second and fifth lines of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

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. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners or principals, project/program management or other professional and technical employees 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 and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

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

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

Notwithstanding the above, the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

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

3) When the Consultant uses its employee's personal vehicle to provide services within the Port District, the Consultant shall be reimbursed upon prior approval 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 - <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

4) When the Consultant is asked to provide services outside the Port District, the actual cost of coach transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:

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

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

E. As used herein:

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

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to 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 that have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier and billing rates 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 provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

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

10. On or about the fifteenth 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 Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

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 shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

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

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

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

14. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the 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.

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

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

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

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

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

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 Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

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

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

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

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

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

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

The Authority has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

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

The Authority has a list of certified MBE/WBE service firms 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 Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

21. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

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

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

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

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

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

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

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

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues 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 he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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.

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

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

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

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

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

24. 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 April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works

for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would

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

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

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

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

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

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

26. NO GIFTS OR GRATUITIES

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

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

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

27. NON-DISCLOSURE/CONFIDENTIALITY, OFFERS OF EMPLOYMENT

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 April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

28. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the

Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

29. DEFINITIONS

As used in sections 23 to 28 above, the following terms shall mean:

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

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

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

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

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

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

31. 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.

FIRM NAME

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DATE

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:

FIRM:

By: _____

Title: _____

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 "32" to "33" and insert a new Paragraph "32": as follows:

32. 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 A

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS NEEDED” BASIS

I. BACKGROUND

The Port Authority of New York and New Jersey (the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two states, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both states, centering about New York Harbor. The Port District includes the cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two states. The Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Port Jersey, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

The Authority’s facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network.

The Authority is planning the Redevelopment of Terminal A (the Terminal) and other facilities (the Program) at Newark Liberty International Airport (EWR) which is located in the cities of Newark and Elizabeth, New Jersey. As envisioned, the new Terminal A will be an up to date domestic facility that will be incrementally developed in response to forecasted demand. The initial phase of the Program will include a terminal comprised of 33 Group III gates configured and sized to flexibly handle group IV and V aircraft. Forecasted passenger demand for the Terminal is 13.6 MAAP in 2018. The initial phase of the Program also includes all required roadways; a 3000 space Parking Garage; all required utilities and infrastructure and associated enabling projects. It is anticipated that the Terminal will grow to a maximum of 45 Group III gates in subsequent expansion to meet the forecasted ultimate demand of 19.6 MAAP mixed international/domestic service over the life of the Terminal.

The Authority has completed Phase I of the Conceptual Planning for the Program which includes: a preliminary needs assessment and capacity analysis; development and analysis of a range of alternatives; selection of a preferred alternative; development of order of magnitude cost estimates; initial staging plans; program delivery schedules; financial analysis and development of a potential business models. In addition, a range of options for providing intermodal access to the new Terminal were considered as well as how the new Terminal will fit into the long-range future of EWR. The Authority is currently validating and updating as

necessary the planning parameters used during Phase I and refining the preferred alternative (Option 43). Results of the validation will be provided to the selected Consultant.

The cost of the overall 33 gate Program is currently estimated at between \$1.8 Billion - \$2.3 Billion and is scheduled for completion between 2016 and 2018.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of providing expert professional Phase II Planning and Conceptual Design services, to include but not be limited to architectural, engineering and related support to complete the Conceptual Design for the redevelopment of Terminal A at EWR.

The Authority reserves the right to perform any of the services with its own staff or other consultants, as it deems appropriate.

Required planning, architectural, engineering services, and/or Program elements to be performed by the Consultant shall include, but are not limited to:

1. Terminal design
2. Airside layout design
3. Landside design including roads, transit system, garage
4. Site planning, utility provision and relocations
5. Environmental assessments/permitting
6. Sustainable design achievement
7. Program controls, including design budget management
8. Cost estimating, construction staging, and scheduling

The Program components include the following elements:

- 1) Airside Development including;
 - a. Taxiways, Aprons, Hardstands and restricted service roads with utilities
 - b. Terminal Building ramp areas with utilities and snow melting pits
 - c. Emergency generator concepts
 - d. Hydrant fueling
 - e. Passenger loading bridges with preconditioned air and 400Hz ground power units
 - f. Airside low pressure water supply system for fire protection.
 - g. Thermal distribution systems from the Chilling, Heating and Refrigeration Plant (CHRP)
- 2) Terminal Development including;
 - a. New Terminal Building, Concourses and Connectors, including vertical transportation systems and moving walks.
 - b. Terminal Customer Processing
 - 1) Check-In and Recheck-In (Areas).
 - 2) Passenger Security Check-Points including TSA function support spaces.
 - 3) Inbound and Outbound Baggage Handling Systems, incorporating inline baggage screening functions.
 - 4) Boarding Concourse Circulation
 - 5) Hold Rooms
 - 6) Domestic Arrivals, including Bag Claim Hall.
 - 7) Transfer Facilities

- 8) Terminal Expansion, with allowances for future FIS facility.
- 9) Passenger loading bridges
- c. Retail Concession spaces and Airline clubs
 - 1) Required square footage allowances
 - 2) Service access
 - 3) Rough-in of utility provisions
- 3) Landside Development
 - a. Roadway bridges, and pedestrian bridges
 - b. Terminal roadway system
 - c. Parking Garage with entry and exit plazas
 - d. Landside utilities, including evaluation, removals and proposed routing
 - e. Central Heating & Refrigeration Plant (CHRP)
 - f. New substations and lighting vaults
 - g. Possible AirTrain extension and/or other transit infrastructure
 - h. Landscape Site Development
 - i. Hydrants for fire protection

The Consultant shall prepare the following in completion of the Conceptual Designs for the Program:

- 1) Design Criteria, including sustainable design achievement.
- 2) Design drawings to the 30% level
- 3) Design calculations
- 4) Construction cost estimates and construction schedules
- 5) System performance specifications.

In addition, the Consultant shall coordinate the work for all the Program elements to achieve a cohesive design concept, and shall suggest improvements to the Authority in methodology and technology that might provide cost savings, ease of implementation, etc. Consultant shall work with the Authority staff or other Consultants as needed and provide base design assumptions and drawings to Authority in-house design staff in a timely manner as appropriate. Under the direction of the Authority, the Consultant shall integrate any Authority work product into all aspects of the overall deliverables.

All work performed by the Consultant shall comply with all applicable codes and ordinances that would be in effect if the Authority were a private corporation, as well as Authority standards, guidelines and requirements, and shall be subject to review and approval of the Authority. The Consultant shall incorporate Authority comments as required.

The Consultant may be required to provide additional program architectural/engineering services throughout the duration of the Program on an as-needed basis.

The Consultant's team shall be located at the Consultant's offices. At times, a core team of the Consultant staff may be located at Building 1, Newark Liberty International Airport. Other on-site staff, as requested by the Authority, may work at the Authority's Engineering offices located at 2 Gateway Center, Newark, NJ.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

Specific tasks to be performed by the Consultant include the following:

TASK A.: PROGRAM SCHEDULE

1. Develop and maintain a schedule of all tasks issued under this Agreement throughout the performance of the work. The schedule shall provide for completion of services hereunder within a period of 12 months and shall comply with the requirements of Section IV, below. The schedule shall show submittal of all interim deliverables, analysis, models and other sub tasks as necessary to complete the conceptual design of the Program elements.
2. Update and submit the schedule on a bi-weekly basis. The schedule shall allow for review by the Authority of submissions, and incorporation of comments as required and resubmit the schedule as Final.

The schedule will be incorporated into the master program schedule by others.

TASK B.: DOCUMENT REVIEW

Review and provide any comments on all documents identified in Section V, below. The Authority will supply current site information, as well as, access to available record files, as required.

TASK C.: MEETINGS & PROGRESS REPORTS

Anticipated meetings shall include, but are not limited to:

- Orientation meeting with Authority staff and others as required,
- Monthly Multi-disciplinary coordination meetings,
- Weekly status meetings with Authority managers,
- Meetings with tenant airlines, as needed.

Estimate two (2) hours for each of the above meetings

1. Prepare meeting materials, sign in sheets, and power point presentations as directed by the Authority for various meetings.
2. Prepare and submit minutes of all meetings within three (3) business days after the meeting. Minutes shall identify action-items requiring follow-up, responsible party, and for such actions, actions taken to date.
3. Incorporate Authority comments as directed and resubmit as “final” within seven (7) business days of receipt of such comments, and implement such follow-up as required.
4. Prepare and submit a progress report on the project by the 10th of each month. The report shall address the current status of each task herein through the last day of the preceding month and shall contain:
 - a) A written description of the cumulative and monthly progress on each design element.
 - b) Percentage complete and amount of the budget expended on a cumulative and monthly basis for each task and design element including all sub consultants in a format to be specified by the Authority.
 - c) Progress drawings, reports and analyses as requested by the Authority to substantiate the percentage complete.

- d) Any design schedule variances or potential variances.
- e) Efforts being undertaken to mitigate any variances.

Meetings will take place at Newark Liberty International Airport – Building 1, the Authority’s Engineering and Architectural Design offices located at 2 Gateway Center, Newark, NJ, the Authority's Main Offices at 225 Park Avenue South New York City, NY or at other locations within the Port District as required by the Authority.

TASK D.: DOCUMENT MANAGEMENT

1. Maintain clear, dated records of all pertinent documents including but not limited to transmittals, submittals and responses, Consultant or Authority requests and responses, meeting journals and minutes, drawings, original marked shop drawings, engineering design, sustainable design documentation, calculations and drawings prepared during each project Stage. These documents shall be made readily available for review by the Authority upon request.
2. Utilize the Program designed document control system developed on the Authority LiveLink system.
3. Prepare clear and concise engineering design drawings and calculations conforming to the following:
 - a. Clearly distinguish between new and existing construction.
 - b. Documents obtained from existing criteria and dimensions and existing member properties shall be referenced in the calculations.
 - c. All engineering calculation sheets, including computer generated input and output sheets, shall be numbered (sheets shall also include total number of sheets in package), dated, indexed and bound.
 - d. All calculation sheets shall be initialed by the designer and the checker.
 - e. The index sheets shall define the total number of sheets submitted and shall bear the seal and signature of an experienced engineer holding a Professional Engineer's license in the State of New Jersey and who is familiar with and responsible for the design.
4. Upon completion of the project, all documents shall be catalogued, compiled, and submitted to the Authority.

TASK E.: PROJECT DEFINITION REPORT

The Authority will provide a draft Project Definition Report (PDR) documenting the planning parameters and project assumptions as well as criteria, codes and standards to be used in the design of the Program.

1. Review and update the report as necessary and prepare the final PDR for the Program that the conceptual designs will be based on. The report shall outline all criteria, codes and standards for every discipline to be used in the design of each element of the Program, including sustainability design achievement. The report shall also establish the scope, relationships, forms, size and appearance of the project and indicate the coordinated development of the project across all professional disciplines. The PDR shall follow the format provided and maintain the structure of the report in preparing the final document.

2. At the conclusion of the conceptual design effort, prepare the Final PDR and submit to the Authority for approval, incorporating any changes to the report as may have been necessitated as the design progressed.

The PDR shall follow the format provided and maintain the structure of the report in preparing the final document.

TASK F.: CONCEPTUAL DESIGN

1. Review the Phase I Concept included in the Referenced Documents.
2. As approved by the Authority, refine the concept to the level of a conceptual design plan; i.e.: approximately 30 percent completion of final design. The conceptual design shall include but not be limited to a functional design, a concept of operations, sustainable design achievement analysis, a construction cost estimate(s) for all involved disciplines, and construction schedule(s) for all components of the Program defined in Section II.
3. Search, obtain and review existing drawings and document related to all aspects of the described scope of work.
4. Examine existing conditions in the field and coordinate all aspects of described scope of work with Authority Contacts:
5. Develop concepts for program components identified in Section II herein and incorporate Authority comments as directed.
6. Determine the effect of, and make any necessary recommendations for, the implementation of any TSA 300 foot mandated setback rule on the function of the program elements or provide to the Authority any necessary recommendations to mitigate the TSA 300 foot mandate.
7. Incorporate reasonable preliminary threat assumptions (as provided by the authority) for all design elements as it relates to the following:
 - a. Setbacks
 - b. Structural integrity
 - c. Material selection
8. Submit preliminary design and engineering calculations for all involved disciplines. All calculations submitted shall be signed and sealed by a professional engineer licensed in the state of New Jersey.
9. Coordinate the work of all disciplines involved to develop conceptual designs.
10. Develop all conceptual plans and design packages.
11. Validate the conceptual plan, as approved by the Authority, using the ARCport computer simulation programs or other Authority approved programming tool, for terminal passengers and baggage. Proposed model has been prepared by others, and shall be provide to the Consultant by the Authority. Complete sensitivity analysis for the ARCport results.
12. Provide terminal function information necessary for input by others into the vehicular traffic simulation model (developed using VISSIM software). Existing and future condition models will be prepared by others:
13. Identify areas and existing structures affected by new Terminal and related development.

14. Provide analysis of sustainable design achievement for all program components. Analysis should be provided utilizing life cycle cost analysis.
15. Coordinate project development with EWR Airtrain or other transit infrastructure, as required.
16. Prepare a Climate Change Impact Risk Report analyzing the potential risks of sea level rise, increased storm frequency, increased temperature and changes in precipitation to all program components.

In completing the sub-tasks outlined above the selected Consultant shall perform the following discipline specific services listed below:

a. Architecture

- 1) Prepare conceptual drawings plans / sections including:
 - a) The new Terminal A (including Airtrain Station if appropriate, within terminal footprint),
 - b) Airside ramp areas
 - c) Parking structure and roadway design.
 - d) WayFinding Signage Concepts including both roadway and terminal signage (interior and exterior).
 - e) Ancillary Structures.
- 2) Review and update as necessary the Terminal space program including, but not limited to the following:
 - a) Square footage allocations and layouts for building functions including, but not limited to the following:
 - i. Operations spaces,
 - ii. Building services
 - iii. Airline tenant spaces
 - iv. Concessions' spaces,
 - v. Patron services (i.e. Ticketing/check-in).
 - b) Circulation concepts including vertical circulation nodes.
 - c) Life safety and code analysis.

Any Terminal space program updates shall be incorporated into the Project Definition Report as necessary.
 - d) Retail space allocation conforming to the report of the project team's retail planning consultant.
- 3) Conduct research of sustainable building interior and exterior finishing systems. Evaluating viable systems, complete cost benefit analysis and identify any preferred options.
- 4) Develop architectural lighting design for all public areas. Provide calculations for min/max/avg footcandles, and watts/sq.ft for each public area.

b. Landscaping

- 1) Complete the landscape site development which complies with the Best Management Practices (BMP's) and FAA wildlife hazard management practices.

- 2) Develop conceptual plan for the landscaping for the program including roadways, parking garage, and terminal frontage areas including but not limited to trees, shrubs, planting beds, low maintenance greenery.
- 3) Research, evaluate and identify any systems applicable for incorporation within the design of the Terminal 'A' structure landscaping as part of the program's Sustainable Design achievement.
- 4) Develop conceptual cost estimates for landscaping scope items, including a breakdown for annual maintenance costs for each component.
- 5) Provide hardscape design and coordination.

c. Civil

- 1) Prepare Civil Engineering design criteria and assumptions for construction of roadways, parking lots, airfield and utilities.
- 2) Identify functional requirements, including vehicular/aircraft loads and required materials.
- 3) Verify existing conditions via document review and site visits as required.
- 4) Develop conceptual drawings showing roadway alignments (horizontal and vertical) for all proposed roadways based on provided functional plans.
- 5) Develop conceptual drawings showing taxiway/apron configuration, alignments grading and supporting utilities, based on provided functional plans.
- 6) Develop conceptual drawings showing parking lot configuration based on provided functional plans.
- 7) Perform roadway pavement design based on assumptions for projected vehicular traffic flow.
- 8) Perform airfield pavement design based on assumptions for projected aircraft traffic.
- 9) Develop conceptual drawings showing removals and paving work required for airside and landside construction.
- 10) Develop conceptual drawings showing typical roadway/taxiway/apron sections.
- 11) Identify major civil utility (water, sanitary, storm, gas) removals, relocations and proposed routing.
- 12) Identify existing civil utility systems that require additional capacity evaluations.
- 13) Evaluate impact of implementation of Port Authority Interim Design Criteria for Adaptation to Climate Change for inclusion in a Climate Change Impact Risk Report.
- 14) Evaluate preliminary concepts for complying with NJ Phase II stormwater regulations and develop conceptual drawings for appropriate plans.
- 15) Develop a report that evaluates and describes the conceptual roadway, airfield and civil utility design.
- 16) Develop conceptual cost estimates for areas outlined above. Civil engineering site and utility design elements shall include quantities for roadway work reflecting the

removal and new construction areas shown on conceptual drawings. The cost for removal/relocation/construction of major utilities should be included, as well as, costs for complying with NJ Phase II storm water regulations.

- 17) Perform storm drainage system analysis and hydraulic modeling of the Peripheral Ditch, where required due to impacts of proposed construction.

d. Structural

- 1) The Consultant shall classify all structural works into the following categories: Buildings, Roadway Structures, AirTrain/Transit Structures, and Terminal and Airside Security Structures.
 - a) The Buildings category includes Terminal A main building, parking garages, pedestrian bridges, central heating and refrigeration plant, and required service and switch house buildings. The category shall also include a ground control tower if incorporated in the Terminal A program.
 - b) The Roadway Structures category includes roadway bridges as well as building frontage roadway bridges, bridge substructures, retaining walls and sign structures.
 - c) AirTrain/Transit Structures category includes any AirTrain elevated guideway structure, AirTrain stations and connection with existing Newark Airport AirTrain guideway, as well as any new transit structure which may be deemed appropriate for passenger transport to the new Terminal A structure.
 - d) Terminal and Airside Security Structures category includes identification and preliminary design on required security structures within and around the perimeter of the new terminal building.
- 2) The Consultant shall submit Phase II Planning Structural Report describing the proposed structural system in the four main categories mentioned above. Provide reasons for the use of each structural system, any design alternatives and compare the proposed system to what is currently used in the existing Terminal A. Identify the need for removal of existing structures due to the proposed Terminal A program. The report should also include sustainable design achievement of the structural design.
- 3) The Consultant shall submit Phase II Planning Structural Conceptual Drawings covering the proposed structural system in the four main categories mentioned above. Conceptual design drawings should include type of foundation and foundation plan, structural member framing plan and elevation, and lateral force resisting system framing plan and elevation.
- 4) The Consultant shall submit preliminary design calculations to show all proposed structural systems are feasible. All calculations submitted should be prepared by a professional engineer licensed in the state of New Jersey.
- 5) The Consultant shall submit a construction cost estimate of the structural scope of work. All items mentioned on the Phase II Planning Structural Report and Structural Conceptual Drawings should be included in the cost estimate. List source or reference for unit price selected for each items.

e. Mechanical

- 1) Prepare conceptual drawings and calculations and estimates for all mechanical systems, including, but not limited to:
 - a) Heating, Ventilation and Air Conditioning Systems for all Terminal spaces (including but not limited to restrooms, lounges, utility rooms, elevator machine rooms, concessions, arrivals and departure spaces, mechanical/electrical rooms, etc.)
 - b) Chilled and Hot water distribution system (in support of HVAC)
 - c) Baggage Handling System
 - d) Aviation Fueling System
 - e) Smoke Management System
 - f) Passenger loading bridges designed to accommodate all anticipated aircraft configurations
 - g) Stand alone or centralized aircraft preconditioning air units and ground power units for all gates
 - h) Building Management and Control System
 - i) Vertical Transportation Systems conforming to APTA and ADA as necessary
- 2) Identify the requirements of elevator machine room and equipment room space
- 3) Plumbing and Fire Protection
 - a) Develop system requirements and prepare fire suppression systems zoning concepts, as well as the relationships with the central fire alarm system and central station. Incorporate all necessary local utility company requirements.
 - b) Prepare all conceptual drawings, sketches and schematic diagrams. Complete preliminary plumbing and fire suppression system hydraulic analysis and calculations
 - c) Assess adequacy of existing site utilities to support the required systems and any impact to adjacent buildings.
 - d) Develop staging and phasing requirements and assess the impacts to existing and proposed plumbing and fire protection systems.

f. Electrical

1. General
 - a) All Electrical Phase II Plans shall be based upon certain underlying design assumptions. Such design shall conform to applicable NFPA and local codes, and Authority's Electrical specifications.
 - b) The Consultant shall prepare Phase II Plans that are generally in conformance with the Authority's standard Electrical specifications. Consultant is encouraged to discuss any proposed modifications to the standard specifications that will result in a more beneficial design for the Authority and/or take advantage technological improvements that are not addressed in the standards. The outcome of such discussion shall be properly documented in a format to be agreed upon.

- c) Cutting and pasting standard specification material in the report-narrative will not be acceptable.
 - d) The electrical plans must be project specific, and must reference underlying architectural plans in the drawings and report-narratives. Generic treatment will not be accepted.
 - f) Provide electrical construction staging plans, as appropriate, that coordinate with the overall construction phases. This shall include planning details and timeframes for Utility-fed Substations and standby/emergency power for all involved structures. The selected Consultant shall build in capabilities in the electrical plans to earn possible LEED credits. This shall be in the areas of lighting design in cooperation with the Architectural Planner, lighting controls, light sources (e.g. LED lights) renewable energy sources such as solar, fuel cells and the like.
 - g) The intermediate submittal (e.g. 50%) shall include the following preliminary assumptions at a minimum:
 - i. Proposed power requirement (e.g. watts/sq.ft) for each interior and exterior area plan. Sub-elements shall include proposed requirements for lighting, HVAC, IT devices and the like.
 - ii. Power estimates for baggage handling systems.
 - iii. Power estimates for ground power units and pre-conditioned air.
 - iv. Total power estimates for all the structures and how it will be shared among the Utility service substations. Therefore how many Utility service substations are needed and approximately, where they will be located within the Terminal A structures.
 - v. Recommendations for standby and emergency generator capacities based upon best current practices for airport terminals.
 - vi. Proposed lighting sources and controls to optimize energy efficiency while maintaining IESNA-recommended levels and uniformity. Provide recommendations for each specific type of area/usage.
- 2) Power Distribution
- a) In conjunction with Architect, provide estimates for number of electrical rooms needed to distribute power. Provide approximate size/sq. ft for the typical electrical rooms.
 - b) Provide a high-level single line diagram for the proposed power distribution schema down to three (3) levels e.g. service switchgear, secondary switchboards/gear and tertiary switchboards/gears. Conduit and wire sizing is not required, however, indicate proposed KVA loading at each piece of gear.
 - c) Provide proposed connected and demand power requirement (e.g. watts/sq.ft) for each interior and exterior area plan. Sub-elements shall include proposed requirements for lighting, HVAC, IT devices and the like.
 - d) Provide power estimates for baggage screening and baggage handling systems.
 - e) Provide power estimates for ground power units and pre-conditioned air.

- f) Provide total power estimates for all the structures and how this total power will be shared among the utility service substations.
 - g) Provide recommendations for standby and emergency generator capacities based upon best current practices for airport terminals.
 - h) Provide “demand factor” assumptions for each load type.
 - i) Allow for 25% future growth.
 - j) Indicate any “specialty” power distribution systems that are contemplated in the planning.
 - k) Provide emergency power feeds for code-mandated equipment such as life-safety, emergency ventilation, emergency lighting, and all electronic systems identified as requiring emergency power.
- 3) Utility Services Substations
- a) PSE&G supplies power to the airport. The existing terminals are supplied by 27 KV 3-transformer spot networks and will likely be used for Terminal A structures.
 - b) Early in the planning effort, confirm with the Authority potential service options for the Terminal A structures. Based on this information, evaluate how many Utility service substations are needed and approximately where they will be located within the Terminal A structures.
 - c) Provide narrative on any special provisions that may be needed for implementing the proposed service substations.
 - d) Provide options and recommendations for service design that will provide the reliability and capacity based on best current practices
- 4) Fire Alarm system
- a) Coordinate with fire protection planners to plan for a complete fire alarm system in accordance with N.J.A.C. 5:23-3.17, entitled Fire Sub code.
 - b) Plan for centralized reporting at two (2) locations within the Terminal and for Central Station Monitoring.
 - c) Indicate requirements for communications network including fiber optic and copper elements.
 - d) Incorporate zoning to minimize impact on occupants.
 - e) Provide high-level riser diagrams, and typical floor plan views to demonstrate intended fire alarm conceptual design.
- 5) Lighting
- a) Provide footcandle and uniformity recommendations for each type of area, internal and external, which should be related to IESNA guidelines and best current practices.
 - b) Develop architectural lighting design for all public areas. Provide calculations for min/max/avg footcandles, and watts/sq.ft for each public area.
 - c) Provide light source recommendations for each area type.

- d) Provide typical floor plan views and external area lighting views to demonstrate intended lighting conceptual design.
 - e) Provide intended lighting controls for each area type to demonstrate energy efficiency planning and as required by PANYNJ sustainability guidelines.
- 6) Corrosion Protection
- a) Prepare Corrosion Protection Engineering design criteria and assumptions for corrosion protection of fueling pipelines per NFPA Standard 407, and other metallic utilities in contact with soil.
 - b) Perform an assessment of the existing cathodic protection system presently providing cathodic protection to the existing fueling transmission and hydrant fueling lines at Terminal A and the other airline terminals. Assessment shall include a review of present operating levels for the respective cathodic protection systems, and their capacity to provide protection to a reconfigured transmission and hydrant fueling piping network at Terminal A.
 - c) Evaluate the cathodic protection requirements for the proposed new hydrant fueling system expansions and relocations. Include requirements for modification of and interfacing between any new cathodic protection systems and the existing airport cathodic protection systems and its associated Remote Monitoring and Control (RMCS) System.
 - d) Perform an assessment of the soil and water environment with respect to corrosiveness to steel structures, including water lines, steel pilings or other structures associated with modification or diversion of the Peripheral Ditch.
- g. **Electronics**
- 1) Research the TSA Recommended Security Guidelines for Airport Planning, Design and Construction Revised June 15, 2006
 - 2) Conduct field survey, meet with facility/operation and search data to develop a detailed inventory of all existing Electronic systems
 - 3) Prepare Plan Drawings outlining location of existing equipment.
 - 4) Prepare Data Sheets per System identifying owner, use, contact information, etc.
 - 5) Perform Radio Coverage Testing.
 - 6) Prepare block diagrams of each system, highlighting modifications/expansion to support area of work.
 - 7) Provide any necessary energy analysis and preliminary modeling for the program's Sustainable Design achievement analysis.
 - 8) Prepare order of magnitude construction cost estimate.
 - 9) Coordinate with other disciplines for design options and recommendations.
 - 10) Prepare Power Point presentation of the design option for each electronics system for discussion and coordination with PA user and electronic maintenance departments.
 - 11) Develop design options and recommendations.

12) Prepare conceptual draft report identify all systems applicable for each scheme and associated block diagrams.

13) Develop conceptual designs for each system for each component. Electronics systems included but not limited to:

	Terminal A building	AirTrain Building	Parking Garage	Roadway Area
Access Control System	X	X	X	
Alarm Monitoring Systems	X	X		
Antenna System	X	X		
Baggage information Display System	X			
Broadcast TV/Cable/Satellite	X			
Closed Circuit Television	X	X	X	X
Cellular Services	X	X		
First Responders	X			
Flight Information Display System	X	X	X	
Internet-Wi-Fi System	X	X		
Public Address system	X	X	X	
Radio Communication	X	X	X	
SONET Sysytem	X	X	X	
Data Network		X	X	
Taxi-Dispatch System	X			
Telephone System	X	X		X
VMS System	X (advertising)	X	X	X
Way Finding System	X	X	X	
EZ Pass Plus System			X	
ITS System				X
Guard booths/ check Points				X
Visual Paging System		X	X	
Perimeter Intrusion Detection System (PIDS)**	X	X	X	X
Airport Surface Detection Equipment	X	X	X	X

(ASDE-X)** FAA equipment				
Checked Baggage Inspection System	X			
Baggage Handling System	X			

** Portions of the design as well as portions of the documentation regarding this system are subject to confidential and privilege (C&P) protocol as outlined in the latest Port Authority Information Security Handbook.

g. Traffic

- 1) Develop and maintain current traffic forecasts, simulation, and trip assignment computer models.
- 2) Initiate traffic surveys, develop future traffic projections, compute throughput capabilities/levels-of-service for existing facilities, and determine where and when new construction will be required.
- 3) Apply Traffic Engineering standards to assure adequate criteria, i.e., turning radii, lane widths, and levels-of-service, are met in proposed modifications to existing vehicular facilities. These facilities include roadways, surface lots and garage parking, airport terminal frontages, bus operational and staging areas, taxi/limousine queue and hold areas, and truck loading and unloading facilities.
- 4) Evaluate the performance of the pedestrian elements within the airport terminal and parking facilities. These include security areas, check-in and ticketing areas, baggage claim areas, fare collection zones, corridors widths, vertical circulation elements (elevators, escalators and stairs), door requirements and sidewalk needs.
- 5) Analyze traffic flows on roadway networks leading to the airport and work closely with State, municipal and other transportation agencies to develop highway improvements that will ensure safe and efficient traffic and pedestrian flow to and from the airport.
- 6) Prepare Traffic Impact Studies and if necessary provide expert testimony to State and Local transportation agencies to secure Access Permits to allow for connection of Port Authority roadway improvements to the public right-of-way.
- 7) Determine the extent of the traffic impacts of the proposed terminal design on the regional highway and local road system adjacent to the airport and assess the related benefits of proposed roadway and transit improvements. The objective is to identify potential traffic problem areas and to propose potential design solutions to allow for the developments' implementation while maintaining suitable access to the airport.
- 8) Prepare Design Exception report as needed for approval from Federal, State and Local transportation agencies to allow safe deviation from accepted Design Standards, in necessary.
- 9) Assist in the developments of Environmental Impact Statements for both vehicular and pedestrian facilities, as needed.

h. Geotechnical

The consultant shall identify geotechnical studies to be undertaken during the project. These should include, but not be limited to:

- a) Surveys – The Consultant shall identify all field surveys and/or field inspections necessary for the project.
- b) Preliminary Geotechnical Boring Program – The Port Authority Geotechnical Group will work with the consultant to determine the requirements for a Geotechnical Boring and soils laboratory testing program. The Port Authority Engineering Department will implement the boring and soils testing program.
- c) Preliminary Environmental Boring Program – The consultant will work with the Port Authority Environmental Group to determine the requirements for an Environmental boring and testing program.

i. Environmental

- 1) Identify all Federal, State and Local environmental permits and approvals for the demolition of the existing terminal and construction of the new terminal, including ancillary development (i.e. roadways, utilities, fueling system, etc.). Evaluate the environmental regulations and their potential impacts on demolition, construction and cost. Coordinate with all disciplines based on conceptual design to determine the type of permits required.
- 2) Wetland/ Mitigation
 - a) Provide conceptual drawings for wetlands locations, transition areas and riparian zones (riparian zones and transitions are 50 feet from top of bank, landward).
 - b) Provide alternatives to mitigation on airport property. FAA (Circular AC 150/5200-33B) discourages creating and/or enhancing wetland areas on airports.
- 3) Research, evaluate and identify where deicing collection areas can be constructed. Assess EPA's proposed technology-based effluent standards for discharges from airport deicing operations.
- 4) Flood Hazard Area Requirements
 - a) Evaluate and identify areas on conceptual drawings of no net fill requirements.
 - b) Provide guidance for applicable NJDEP regulations and associated thresholds pertaining to stormwater quality and quantity. Review conceptual drawings for stormwater quality treatment and stormwater quantity reduction and incorporate into permit application documents.
 - c) Provide updated flood plain map and elevations based on recent upgrade to pumping station. Redefined map between fluvial and tidal limits.
- 5) Soil, groundwater and sediment management

- a) Identify and provide drawings indicating areas of contamination. The Phase I Planning Report indicated certain areas, such as the car rental and the fuel farm area but not address areas on or near the proposed terminal. The Port Authority has plume maps and data showing additional areas of contamination.
 - b) Identify potential needs for additional soil and groundwater sampling for design, estimating and construction planning purposes.
 - c) Identify and evaluate potential groundwater dewatering effluent management methods and identify areas where dewatering contaminated groundwater may require treatment devices prior to discharge to surface waters.
 - d) Identify potential NJDEP site remediation program requirements for construction in contaminated areas.
 - e) Evaluate existing data for soil, groundwater and the ditch. Identify contaminated areas and provide drawings.
 - f) Identify areas where additional data may be required for design, estimating and construction planning purpose.
 - g) Evaluate construction cost impacts of contaminated media.
 - h) Evaluate the potential to remediate sites during construction
 - 6) Identify air emission sources and evaluate their impact on air quality during construction in accordance with the New Jersey State Implementation Plan and post construction on individual stationary units in accordance with the New Jersey Air Regulations N.J.A.C. 7:27.
 - 7) Review existing data for ACM, paint containing lead, universal waste and PCBs in existing terminal, underground utilities, central heating plant, etc. and evaluate what additional surveys would be required to determine and present locations and quantities to aid in abatement removal design.
 - 8) For the Aviation Fueling System and other fuel storage - identify design/construction and planning requirements and for compliance with applicable regulation, including Discharges of Petroleum and Other Hazardous Substances (N.J.A.C. 7:1E), Underground Storage Tanks (N.J.A.C. 7:14B), Spill Prevention Control and Countermeasure Plans (40 CFR part112) and Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) (40 CFR Part 280).
 - 9) For the conceptual cost estimate for the work outlined above, environmental scope will also include soil disposal/reuse, soil erosion measures and dewatering effluent treatment and or disposal.
- j. **Sustainable Design**

The Authority supports sustainable design and construction practices through the adoption of the sustainable design policy in 2006. EWR promotes sustainability in its business practices and facilities and is currently developing an airport specific sustainability plan. The Consultant shall complete the conceptual designs utilizing an integrated design process and recognize all appropriate sustainable opportunities, including environmental, economic and societal impacts. In support of this effort, the Consultant may be requested to conduct sustainable design charrettes and coordination meetings.

Sustainable design achievement for the terminal and related building structures are to be determined based on LEED New Construction version 3.0 (or most recent version) and PANYNJ Sustainable Design Project Manual (dated 8/2007 or most recent version). Infrastructure component (e.g. roadways, airfield, etc.) sustainable design achievement are to be determined based on the PANYNJ Sustainable Infrastructure Guidelines (dated 3/28/11, or most recent version.).

The Consultant shall provide sustainable design achievement analysis for all program components. For building components, analysis for the three levels of LEED certification shall be provided: Certified, Silver, Gold and Platinum. Analysis should include but is not limited to a preliminary evaluation of the LEED boundary, energy efficiency and daylighting, building orientation, water efficiency and reuse, site considerations and renewable energy opportunities. Preliminary life cycle cost analysis should be provided for all three LEED certification levels. Developed life cycle costs will be used to assess the appropriateness of inclusion of the various sustainable design elements into the Program.

TASK G.: COST ESTIMATING, SCHEDULING AND CONSTRUCTABILITY

1. Develop a staged construction schedule for the project. The staging effort shall include:
 - a) Presume a four to five year construction period with phased opening at key points in terminal construction.
 - b) Advance the staging plan to address all staging components of the project including Airside developments, landside developments and terminal construction. In particular ensure that all systems such as the ticket counters, baggage handling system, etc., function across the planned stages. Assess the phasing options with regards to flight schedule and impacts.
 - c) Alternative Staging Criteria – provide input with respect to the impacts of reducing the number of gates required for each stage of the project, using alternative parking locations during construction.
 - d) Develop a general Construction Staging Plan and Schedule including reasonable stopping points during construction that best meet airline requirements.
 - e) Develop operational and revenue risk benefit analyses for various staging approaches in particular varying the number of operating gates.
 - f) Identify and quantify related staging costs.
2. The Consultant shall complete a constructability review – Review the conceptual design to ensure that the project elements can be constructed as planned. The consultant shall prepare a report documenting the findings.-

3. The Consultant shall provide a comprehensive, coordinated construction cost, scope and schedule for the conceptual design provided under Task F compiling all disciplines input and eliminating redundancies and filling in any missing areas. The Consultant shall also evaluate the cost and schedule impacts of all design alternatives considered.
4. Provide recommended construction contract packaging and provide construction cost estimate and schedules for each package based on the overall program estimate and schedule.

TASK H.: CONCEPTUAL DESIGN PHASE EXECUTIVE SUMMARY

Develop an Executive summary document describing all of the activities and outcomes of the planning phase conceptual design tasks. The Executive summary shall outline the process and methodology by which the tasks were completed, a summary of the results and provide an index of all documents, designs, and analysis completed under the Planning Conceptual Design effort. The index shall provide a narrative of what information is contained in the various documents. The Executive summary shall include the status of the design, the various package names and annotate the next steps in progressing the Program elements.

TASK I.: ENVIRONMENTAL ASSESSMENT

Develop and prepare the Environmental Assessment Report for the Program under the direction of the Authority. This shall include all technical work for assessment of impacts for all noise, wetlands, and traffic, etc. with respect to the National Environmental Policy Act (NEPA). In support of this the following needs to be considered in completion of other tasks:

1. Based on the conceptual design, all regulatory (environmental) and construction-related permits required to implement the project are to be identified.
2. All ARCport simulations needed to support the NEPA submission.
3. All drawings needed to support the NEPA submission and all design analyses needed to support the NEPA submission. Provide support for and/or organize public information meetings and other meetings with public officials and concerned members of the public as required to describe the environmental issues/impacts.
4. Support to the Authority and for up to one (1) year after NEPA submission is made to the FAA.

TASK J.: ADDITIONAL AS-NEEDED (TASK-ORDER) SERVICES

1. Additional studies and designs necessary for the development of the program. These as-needed (Task Order) services may include, but are not limited to:
 - a. Research Studies identified by the Consultant while performing services under this Agreement
 - b. Support for the NEPA process more than one (1) year after NEPA submission is made to the FAA.
 - c. Analysis of code change impacts after project commencement that could impact overall cost by 20% or more.
2. Provision of supporting material/information beyond what is already included in the preceding tasks consisting of:
 - a. PowerPoint presentation documents/files

- b. Renderings
 - c. 3-D Models of project site with structures and model of proposed Terminal Building
 - I. Site Model: Model to be at a scale of 1"=50'-0" that includes the terminal, the landside and airside development areas as well as relevant existing adjacent site conditions. Include the massing of all buildings in the site model.
 - II. Terminal Model: To be at a scale of 1/16"= 1'-0" Depicting the terminal, adjacent airside apron and tarmac areas, adjacent landside roadway development. Model of terminal to depict all levels, blocking out of major areas (i.e. operations spaces, building services, airline tenant, Concessions and patron services (ie. Ticketing/check-in), including the massing of surrounding buildings.
 - III. Provide detail models, as required, to describe the work.
 - d. CAD/BIM generated "animation" of the terminal exterior and interior
 - e. Life cycle and operating costs for all project elements
3. Completion of some Program packages to beyond the conceptual level.
 4. Provide of technical staff to work at the direction of the Authority at Newark Liberty International Airport and the Authority offices at Gateway Center in Newark, NJ.

IV. SCHEDULE AND SUBMISSIONS

Submit the work identified above, for review by the Authority within the number of calendar days stipulated below, after receipt by you of one copy of the Agreement executed by the Authority.

Submit all documents to the Authority in both hard copies and electronic version simultaneously.

The overall Program duration is 9 months from the award date of this Agreement and is expected to be completed according to the following schedule:

- A. Project Schedule: Submit five (5) copies of the project schedule, within 14 calendar days. Authority comments will be forwarded to you within 14 calendar days thereafter. Incorporate Authority comments and resubmit the schedule as final within seven (7) calendar days thereafter. This will serve as the base schedule. Schedule updates shall be submitted every 14 days thereafter.
- B. Document Review: Comments on reviewed documents shall be submitted within 30 calendar days.
- C. Meeting Minutes & Progress Reports: Meeting minutes shall be submitted as described in Task C. Progress Reports shall be submitted by the 10th of each month.
- D. Document Management: Submit five (5) copies of Consultants Document Control Plan within 30 calendar days. Authority comments will be forwarded to you within 14 calendar days thereafter. Incorporate Authority comments and resubmit the Document Control Plan within seven (7) calendar days thereafter.
- E. Project Definition Report: Submit 10 copies of the final Draft Project Definition Report, required under Task E within 21 calendar days. Authority comments will be forwarded

to you within 10 calendar days thereafter. At the conclusion of the conceptual planning effort submit 30 copies of the Final Project Definition Report.

- F. Conceptual Design: Submit and present 30 copies of the 50% review submission of the conceptual designs including functional design, concept of operations, sustainable design achievement analysis, required conceptual reports, conceptual plans, design calculations and cost estimates to Authority staff as required within 90 calendar days. Authority comments will be forwarded to you within 15 calendar days thereafter.
- G. Conceptual Design: Submit and present 30 copies of the 100% review submission of the fully integrated conceptual design for all Program elements, including all necessary drawings, calculations and cost estimates to Authority staff as required within 180 calendar days. Authority comments will be forwarded to you within 15 calendar days thereafter.
- H. Submit and present 30 copies of the final submission within 240 calendar days. Final submission shall include all Cost Estimating, Scheduling and Constructability task reports and the Executive Summary for the planning efforts. Authority comments will be forwarded within 21 calendar days thereafter. Incorporate Authority comments and resubmit as final within 21 calendar days thereafter.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information certain documents specified below. The documents specified under "A" 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. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn. They are made available to the Consultant merely for the purpose of providing information in the possession of the Authority, irrespective of whether such information may be accurate, complete or pertinent, or of any value to the Consultant.

All documents, as well as Authority standards, and Authority specifications will be made available to the Consultant from the Authority.

Said documents are as follows:

A. Available Documents

1. Survey Base Map showing site features and topography.
2. Utility Sector Maps, abridged
3. CH&RP Capacity Assessment and Development Alternatives Study
4. Aviation Fuel Infrastructure Assessment and Capacity Enhancement Study
5. Sub-grade Utility Assessment and Development Study
6. Planning Assumptions Compilation Study
7. Roadway Network Alignment and Capacity Modeling Study
8. Authority Engineering Department Standard Details and Technical Specifications for all disciplines involved.
9. Appendix I entitled "Terminal A Modernization and Expansion Program".

10. Newark Liberty International Airport – Terminal A Redevelopment Program: Project Definition Report – Table of Contents

B. Reference Documents

The documents specified below were prepared for the subject work and form a part of this Agreement.

1. PANYNJ Sustainable Design Project Manual (August 15, 2007)
2. PANYNJ Sustainable Infrastructure Guidelines (dated 3/28/11)
3. Authority Engineering Architectural Design Division CAD and BIM Standards
4. Authority Engineering Architectural Design Division CAD Standards (January 2010)
5. Authority Engineering Architectural Design Division Report Templates
6. Other information, material, and/or documentation related to the Project will be made available to the Consultant as needed and appropriate to assist the Consultant with the performance of requested services.

VI. AUTHORITY DOCUMENTATION SOFTWARE REQUIREMENTS

The Program shall be developed using Computer Aided Design (CAD) and Building Information Modeling (BIM) technology as described in the Authority CAD and BIM Standards Manual to be provided by the Authority. Disciplines employing AutoDesk Revit shall comply with PA BIM Standards Manual while the disciplines employing Civil 3-D shall comply with the PA CAD Standards Manual.

1. Final drawing deliverables of this project shall be 2-D DWF drawings, in addition to signed mylars, these drawings will be produced from 3-D BIM model files.
2. Provide a 3-D Model file as part of the final submission utilizing the AutoDesk Revit suite of applications for Architectural, Electrical (including Electronics), Mechanical (including HVAC, plumbing and fire protection), and Structural disciplines and AutoDesk Civil 3-D for Civil, Environmental, Geotechnical and Traffic disciplines.
3. 3-D Model file to include 4-D component with animation illustrating timeframes for each stage of construction phasing. Animation to be coordinated with other tasks of this document as appropriate.

Documents shall be developed consistent with Authority electronic strategy and utilize approved hardware and software. The systems presently accepted are:

1. Microsoft Excel 2007; budgeting, cost monitoring, tables and charts
2. Microsoft Word 2007; word processing
3. Microsoft Power Point; graphics and presentations
4. Microsoft Project 2007; design schedules
5. Authority Engineering Architectural Design Division CAD Standards, January 2010

VII. AUTHORITY DESIGN STANDARDS & CODES

All work shall be designed in accordance with all applicable codes and standards and with the latest Authority standards, (available upon request), which shall include but not be limited to the following:

1. The International Building Code, 2009 edition, as modified by the state of New Jersey, latest edition as of the date of the Report
2. Uniform Construction Code of the State of New Jersey (NJUCC)
3. Port Authority of New York and New Jersey (PANYNJ) Standards and Guidelines, including but not limited the following:
 - a) Engineering Department Standard Specifications
 - b) Aviation Department Signing and Wayfinding Airport Standards Manual
 - c) Engineering Department's Engineering/Architecture Design Division CAD/BIM Standards (www.panynj-cadstandards.com)
 - d) Engineering Department Engineering/Architectural Design Division Civil Engineering Standard Details and Civil Engineering Design Guidelines
 - e) Engineering Department Engineering/Architecture Design Division Traffic Engineering Standard Details
 - f) Engineering Department Engineering/Architecture Design Division Electrical Engineering Standard Details
 - g) PANYNJ Sustainable Design Project Manual (8/2007) and PANYNJ Sustainable Infrastructure Guidelines (3/28/11)
 - h) Interim Design Criteria for Adaptation to Climate Change
 - i) "Aviation Landscape and Sustainable Design Criteria", Port Authority Engineering Architectural Design Landscape Staff, March 17, 2010
 - j) Standards for Hung Ceiling Support
 - k) Engineering Department's Project Delivery Manual
 - l) Tenant Construction Review Manual
 - m) Construction Estimating Guide
 - n) Standards & Guidelines of Authority Technology
 - o) Design Basis Threat Analysis provided by the Authority
4. International Fire Code (IFC)
5. International Fuel Gas Code
6. National Fire Protection associations (NFPA) (www.nfpa.org). - relevant standards and guidelines including but not limited to the following:
 - a) NFPA 101 – Life safety Code

- b) NFPA 72 – National Fire Alarm Code
 - c) NFPA 130 – Standard for Fixed Guideway Transit and Passenger Rail Systems (Standard for Newark AirTrain)
 - d) NFPA 415 – Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways 2008 Edition
 - e) NFPA 90A – Standard for the installation of Air Conditioning and Ventilation Systems
7. Federal Aviation Administration (FAA) - relevant standards and guidelines including but not limited to the following:
 - a) Advisory Circular No. FAA AC 150/5300-13 - entitled “Airport Design”
 - b) Advisory Circular No. 150/5200-33B, entitled “Hazardous Wildlife Attractants On or Near Airports”, dated 8/28/2007.
 - c) Advisory Circular No. FAA AC 150/5320-6E, entitled “Airport Pavement Design and Evaluation”.
 - d) Advisory Circular No. FAA AC 150/5340-1J, entitled “Standards for Airport Markings”
 8. US Green Building Council (USGBC) Leadership in Energy & Environmental Design (LEED) green building rating system (www.usgbc.org)
 9. The Americans with Disabilities Act (www.ada.gov).
 10. American Society for Testing & Materials (ASTM) Standards.
 11. American National Standards Institute (ANSI) Standards
 12. Underwriters Laboratories, Inc. (UL)
 13. National Institute for Occupational Safety & Health (NIOSH) Guidelines (www.cdc.gov)
 14. Occupational Safety and Health Administration (OSHA) - relevant standards and guidelines including but not limited to the following: 29 CFR (Code of Federal Regulations) Part 1926.1101, U.S. OSHA – Asbestos Standard for the Construction Industry (www.osha.gov)
 15. American Society of Civil Engineers (ASCE) 7-05 Minimum Design Loads for Buildings and Other Structures (www.ascelibrary.aip.org)
 16. American Institute of Steel Construction (AISC) (www.aisc.org) - relevant standards and guidelines including but not limited to the following:
 - a) Specifications for Structural Steel Buildings, 2005 Edition.
 - b) Steel Construction Manual, 13th Edition.
 17. The National Standard Plumbing Code, 2009 (www.phccweb.org)
 18. The International Mechanical Code (IMC), 2009 Edition – with technical amendments per N.J.A.C. 5:23-3.20 (www.iccsafe.org)
 19. American Society of Mechanical Engineers (ASME)

20. Air Conditioning and Refrigeration Institute (ARI)
21. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) (www.ashrae.org) - relevant standards and guidelines including but not limited to the following:
 - a) Standard 90.1 – 2007: Energy Standard for Buildings Except Low-rise Residential Buildings – with technical amendments per N.J.A.C. 5:23-3.18.
 - b) Standard 62.1 – 2004: Ventilation for Acceptable Indoor Air Quality
 - c) Standard 55 – 2004: Thermal Environmental Conditions for Human Occupancy
22. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) Standards (www.ashrae.org)
23. Air Movement and Control Association (AMCA) Standards (www.amca.org)
24. Associated Air Balancing Bureau (NEBB) Standards
25. NJDOT Roadway Design Manual. (<http://www.state.nj.us/transportation/eng/>)
26. American Association of State Highway and Transportation Officials (AASHTO) (www.transportation.org) - relevant standards and guidelines including but not limited to the following:
 - a) A Policy on Geometric design of Highways and Streets; 2004, Fifth Edition.
 - b) Roadside Design Guide (3rd Edition) 2006, with Updated Chapter 6
 - c) LRFD Bridge Design Specifications, Latest Edition.
 - d) Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, Latest Edition.
27. Federal Highway Administration (FHWA) (www.fhwa.dot.gov) - relevant standards and guidelines including but not limited to the following:
 - a) Manual on Uniform Traffic Control Devices, 2009 Edition.
 - b) Standard Highway Signs, 2004 Edition
28. Transportation Research Board (TRB) (www.rb.org) – Highway Capacity Manual 2010 (HCM2010)
29. American Concrete Institute (ACI) – Building Code Requirements for Structural Concrete, 2005 Edition (www.concrete.org)
30. American Petroleum Institute (API) Standards.
31. American Welding Society (AWS) (www.aws.org) - relevant standards and guidelines including but not limited to the following:
 - a) Structural Welding Code Steel AWS D1.1 – Latest Edition.
 - b) Bridge Welding Code AWS D1.5 – Latest Edition.
32. Utility Company's/Owner's standards and requirements. (Private Utility Companies that are expected to be impacted include, but are not limited to Con Ed and Verizon)
33. Requirements for the removal of paint coatings containing lead and other toxic metals, in accordance with SSPC guidelines, Local, State, and Federal regulations (www.sspc.org)

34. National Associate of Corrosion Engineers (NACE)
 35. Illuminating Engineering Society of North America (IESNA)
 36. New Jersey Department of Environmental Protection-New Jersey Administrative Code (NJAC) (www.state.nj.us/dep/) - relevant standards and guidelines including but not limited to the following:
 - a) Flood Hazard Area (N.J.A.C. 7:13 et. Seq.)
 - b) Flood Hazard Area (N.J.A.C. 7:13 et. Seq.)
 - c) Freshwater wetlands (N.J.A.C. 7:7A et. Seq.)
 - d) Soil Erosion and Sediment Control in New Jersey -July 1999 (N.J.A.C. 16.25A)
 - e) Soil and Groundwater contamination (N.J.A.C. 7:26E et seq.)
 - f) Water Supply Allocation (N.J.A.C. 7:19)
 - g) Dewatering-NJPDES (N.J.A.C. 7:14A)
 - h) Treatment Works Approval (N.J.A.C. 7:14A)
 - i) Discharges of Petroleum and Other Hazardous Substances (N.J.A.C. 7:1E)
 - j) Underground Storage Tanks (N.J.A.C. 7:14B)
 - k) Department of Community Affairs Subchapter 8 Asbestos Hazard SubCode N.J.A.C. 5:23-8.
 37. Environmental Protection Agency-Code of Federal Regulations-(www.epa.gov/) relevant standards and guidelines including but not limited to the following:
 - a) Spill Prevention Control and Countermeasure Plans (40 CFR part112)
 - b) Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) (40 CFR Part 280).
 38. Latest Planning Guidelines and Design Standards for Checked Baggage Inspection System , TSA Ver. 3.0 November 27, 2009
 39. Latest Recommended Security Guidelines for Airport Planning, Design and Construction, TSA Revised May 2011
 40. Latest Airport Technical Design Standards Passenger Processing Facilities, US Department of Homeland Security, US Custom and Border Protection August, 2006
- All work shall be designed in accordance with all applicable codes and standards and with the latest Authority standards, (available upon request), which shall include but not be limited to the following:
41. The International Building Code, 2009 edition, as modified by the state of New Jersey, latest edition as of the date of the Report
 42. Uniform Construction Code of the State of New Jersey (NJUCC) and all Codes referenced and incorporated therein,

43. Port Authority of New York and New Jersey (PANYNJ) Standards and Guidelines, including but not limited the following:
- a) Engineering Department Standard Specifications
 - b) Aviation Department Signing and Wayfinding Airport Standards Manual
 - c) Engineering Department's Engineering/Architecture Design Division CAD/BIM Standards (www.panynj-cadstandards.com)
 - d) Engineering Department Engineering/Architectural Design Division Civil Engineering Standard Details and Civil Engineering Design Guidelines
 - e) Engineering Department Engineering/Architecture Design Division Traffic Engineering Standard Details
 - f) Engineering Department Engineering/Architecture Design Division Electrical Engineering Standard Details
 - g) PANYNJ Sustainable Design Project Manual (8/2007) and PANYNJ Sustainable Infrastructure Guidelines (3/28/11)
 - h) Interim Design Criteria for Adaptation to Climate Change
 - i) "Aviation Landscape and Sustainable Design Criteria", Port Authority Engineering Architectural Design Landscape Staff, March 17, 2010
 - j) Standards for Hung Ceiling Support
 - k) Engineering Department's Project Delivery Manual
 - l) Tenant Construction Review Manual
 - m) Construction Estimating Guide
 - n) Standards & Guidelines of Authority Technology
 - o) Design Basis Threat Analysis provided by the Authority
44. International Fire Code (IFC)
45. International Fuel Gas Code
46. National Fire Protection associations (NFPA) (www.nfpa.org) - relevant standards and guidelines including but not limited to those referenced in the NJ UCC as well as the following:
- a) NFPA 101 – Life safety Code
 - b) NFPA 72 – National Fire Alarm Code
 - c) NFPA 130 – Standard for Fixed Guideway Transit and Passenger Rail Systems (Standard for Newark AirTrain)
 - d) NFPA 415 – Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways 2008 Edition

- e) NFPA 90A – Standard for the installation of Air Conditioning and Ventilation Systems
- 47. Federal Aviation Administration (FAA) - relevant standards and guidelines including but not limited to the following:
 - a) Advisory Circular No. FAA AC 150/5300-13 - entitled “Airport Design”
 - b) Advisory Circular No. 150/5200-33B, entitled “Hazardous Wildlife Attractants On or Near Airports”, dated 8/28/2007.
 - c) Advisory Circular No. FAA AC 150/5320-6E, entitled “Airport Pavement Design and Evaluation”.
 - d) Advisory Circular No. FAA AC 150/5340-1J, entitled “Standards for Airport Markings”
- 48. US Green Building Council (USGBC) Leadership in Energy & Environmental Design (LEED) green building rating system (www.usgbc.org)
- 49. The Americans with Disabilities Act (www.ada.gov).
- 50. American Society for Testing & Materials (ASTM) Standards.
- 51. American National Standards Institute (ANSI) Standards
- 52. Underwriters Laboratories, Inc. (UL)
- 53. National Institute for Occupational Safety & Health (NIOSH) Guidelines (www.cdc.gov)
- 54. Occupational Safety and Health Administration (OSHA) - relevant standards and guidelines including but not limited to the following: 29 CFR (Code of Federal Regulations) Part 1926.1101, U.S. OSHA – Asbestos Standard for the Construction Industry (www.osha.gov)
- 55. American Society of Civil Engineers (ASCE) 7-05 Minimum Design Loads for Buildings and Other Structures (www.ascelibrary.aip.org)
- 56. American Institute of Steel Construction (AISC) (www.aisc.org) - relevant standards and guidelines including but not limited to the following::
 - a) Specifications for Structural Steel Buildings, 2005 Edition.
 - b) Steel Construction Manual, 13th Edition.
- 57. The National Standard Plumbing Code, 2009 (www.phccweb.org)
- 58. The International Mechanical Code (IMC), 2009 Edition – with technical amendments per N.J.A.C. 5:23-3.20 (www.iccsafe.org)
- 59. American Society of Mechanical Engineers (ASME)
- 60. Air Conditioning and Refrigeration Institute (ARI)
- 61. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) (www.ashrae.org) - relevant standards and guidelines including but not limited to the following:
 - a) Standard 90.1 – 2007: Energy Standard for Buildings Except Low-rise Residential Buildings – with technical amendments per N.J.A.C. 5:23-3.18.
 - b) Standard 62.1 – 2004: Ventilation for Acceptable Indoor Air Quality

- c) Standard 55 – 2004: Thermal Environmental Conditions for Human Occupancy
- 62. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) Standards (www.ashrae.org)
- 63. Air Movement and Control Association (AMCA) Standards (www.amca.org)
- 64. Associated Air Balancing Bureau (NEBB) Standards
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 - b) Standard Highway Signs, 2004 Edition
- 68. Transportation Research Board (TRB) (www.trb.org) – Highway Capacity Manual 2010 (HCM2010)
- 69. American Concrete Institute (ACI) – Building Code Requirements for Structural Concrete, 2005 Edition (www.concrete.org)
- 70. American Petroleum Institute (API) Standards.
- 71. American Welding Society (AWS) (www.aws.org) - relevant standards and guidelines including but not limited to the following:
 - a) Structural Welding Code Steel AWS D1.1 – Latest Edition.
 - b) Bridge Welding Code AWS D1.5 – Latest Edition.
- 72. Utility Company's/Owner's standards and requirements. (Private Utility Companies that are expected to be impacted include, but are not limited to Con Ed and Verizon)
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- b. Flood Hazard Area (N.J.A.C. 7:13 et. Seq.)
 - c. Freshwater wetlands (N.J.A.C. 7:7A et. Seq.)
 - d. Soil Erosion and Sediment Control in New Jersey -July 1999 (N.J.A.C. 16.25A)
 - e. Soil and Groundwater contamination (N.J.A.C. 7:26E et seq.)
 - f. Water Supply Allocation (N.J.A.C. 7:19)
 - g. Dewatering-NJPDES (N.J.A.C. 7:14A)
 - h. Treatment Works Approval (N.J.A.C. 7:14A)
 - i. Discharges of Petroleum and Other Hazardous Substances (N.J.A.C. 7:1E)
 - j. Underground Storage Tanks (N.J.A.C. 7:14B)
 - k. Department of Community Affairs Subchapter 8 Asbestos Hazard SubCode N.J.A.C. 5:23-8.
77. Environmental Protection Agency-Code of Federal Regulations-(www.epa.gov/) relevant standards and guidelines including but not limited to the following:
- a. Spill Prevention Control and Countermeasure Plans (40 CFR part112).
 - b. Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) (40 CFR Part 280).
78. Latest Planning Guidelines and Design Standards for Checked Baggage Inspection System , TSA Ver. 3.0 November 27, 2009
79. Latest Recommended Security Guidelines for Airport Planning, Design and Construction, TSA Revised May 2011
80. Latest Airport Technical Design Standards Passenger Processing Facilities, US Department of Homeland Security, US Custom and Border Protection August, 2006

VIII. CONDITIONS AND PRECAUTIONS

1. Portions of the design as well as portions of the documentation regarding this system are subject to confidential and privilege (C&P) protocol as outlined in the latest Port Authority Information Security Handbook.
2. All Consultant staff must be capable of receiving Airside Operations Area (AOA) identification which includes of fingerprinting and an FBI background check.
3. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.
4. Vehicular traffic on all airport roadways shall always have priority over any and all of the Consultant's operations.
5. Work Areas

- a) The Consultant shall limit its 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.
- b) During all periods of time when not performing operations at the work site, the Consultant shall store all equipment in areas designated by the Authority and shall provide all security required for such equipment.
- c) The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

6. Work Hours

The Consultant shall perform its work at the site between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise directed by the Authority. In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

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

A. Commercial Liability Insurance:

- 1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$10,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$10,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in the absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of NY & NJ and its wholly owned entities" as additional insured and shall contain an endorsement that the policies may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any

loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. If the services of the Consultant, 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 underground property, explosion and collapse hazards
 - c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft
 - d. Coverage for work within 50 feet of railroad

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its wholly owned entities, as allowed by law, shall be included.
2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement
 - b. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence
 - c. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence

C. Professional Liability Insurance:

Not less than \$10 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.
2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.
3. Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Contract.
5. 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 results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

ATTACHMENT B

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS – NEEDED” BASIS (RFP# 28150)

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority’s Freedom of Information Policy and Procedure adopted by the Port Authority’s Board of Commissioners on November 20, 2008, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/freedom-of-information.cfm>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT C

COMPANY PROFILE

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS – NEEDED” BASIS (RFP# 28150)

1. Company 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 (M/W/SBE)? Yes No

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

If your firm is an M/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.

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS NEEDED” BASIS –RFP #28150

**ATTACHMENT D
ESTIMATED STAFF COSTS
COST PROPOSAL FORM 1 OF 2**

	Hourly Rate	Terminal Conceptual Plans		Airfield Conceptual Plans		Roadway Conceptual Plans		Parking Structure Conceptual Plans		Utilities Conceptual Plans		Reports & Studies		TOTAL	
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Architecture	Subtotal														
Staff #1															
Staff #n															
Landscaping	Subtotal														
Staff #1															
Staff #n															
Civil	Subtotal														
Staff #1															
Staff #n															
Structural	Subtotal														
Staff #1															
Staff #n															
Mechanical	Subtotal														
Staff #1															
Staff #n															
Electrical	Subtotal														
Staff #1															
Staff #n															
Electronic	Subtotal														
Staff #1															
Staff #n															
Traffic	Subtotal														

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF TERMINAL A AT NEWARK LIBERTY INTERNATIONAL AIRPORT AS REQUESTED ON AN “AS NEEDED” BASIS

Staff #1															
Staff #n															
Geotechnical	Subtotal														
Staff #1															
Staff #n															
Environmental	Subtotal														
Staff #1															
Staff #n															
Sustainability	Subtotal														
Staff #1															
Staff #n															
Cost Estimating	Subtotal														
Staff #1															
Staff #n															
Scheduling	Subtotal														
Staff #1															
Staff #n															
Other	Subtotal														
Staff #1															
Staff #n															
TOTAL															

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this day of , 2012, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and Insert Name of Company having an office and place of business at Insert Address (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with a Request for Proposals (“RFP”) for the Performance of Expert Professional Planning, Architectural and Engineering Services for the Redevelopment of Terminal A at Newark Liberty International Airport-RFP 28150, (insert description of project/work) (collectively, the “Project(s)”, or “Proposed Project(s)”); and

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

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

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

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement

could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

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

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

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

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

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

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

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

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

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

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

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

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

(h) **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities,

systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **“Port Authority Handbook”** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Original to the Port Authority: David Gutiérrez
Manager, Special Purchasing Projects
The Port Authority of New York and New Jersey
2 Montgomery Street, 3th Floor
Jersey City, NJ 07302

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

If to the Recipient: _____

with a copy to: _____

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

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

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

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

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

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

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

RECIPIENT:

Signature: _____

Print Name: _____

Title: _____

Date: _____

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.