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FOI#16713

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Solomon I. Elkowitz (1945-2001)

Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, New York 10003
Attn: FOI Administrator

02-22-16 10:10 IN

Re: **Project Name:** Bayonne Bridge – Replacement of Main Span Roadway and Approach Structures
Contract: AKB-264.039
Contractor: Skanska Koch, Inc. / Kiewit Infrastructure Co., J.V.

Gentlemen:

Pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officer Law), the New Jersey Open Public Records Act, the Port Authority Freedom of Information Code as revised and effective as of January 1, 2015 (the "Code"), and relevant administrative provisions and judicial decisions, I request the following Records (as defined by the Code) related to the above-referenced construction project and contract:

1. Records dated prior to December 31, 2013, regarding the status of the design for the project, including exchanged drafts of the plans, drawings, and specifications, pre-bid site investigations and reports, and correspondence (including emails) by or between the Port Authority and the Engineers/Designers for the project regarding the design;
2. Contracts or other agreements, including any modifications, changes or addenda thereto, between the Port Authority and the Engineer/Designer (which is believed to be HDR/PB) and any resolutions and Board meeting minutes regarding the scope or amount for HDR/PB's services; and
3. Records containing questions submitted by actual or potential bidders for the above-referenced contract prior to April 17, 2013, (the bid date for the contract), and any written responses thereto.

Please contact the undersigned within five (5) days following the receipt of this request and advise of the availability of these Records and the date such Records will be posted on the Port Authority's website.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Scott Murphy', written in a cursive style.

W. Scott Murphy, Esq.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

William Shalewitz

, Freedom of Information Administrator

Signature:



Date:

06/02/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

The requested records are being made available.

Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:

A diligent search has been conducted, and no records responsive to your request have been located.

The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

Other:

Please see attached.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 2, 2016

Mr. Gerard J. Onorata
Peckar & Abramson
70 Grand Avenue
River Edge, New Jersey 07661

Re: Public Records Access No. 16713

Dear Mr. Onorata:

This is in response the February 22, 2016 request submitted by the law firm of Murphy Peluso and your May 11, 2016 letter advising your firm is replacing Murphy Peluso with respect to this request, which has been processed under the Port Authority's Public Records Access Policy, copy enclosed, for Request copies for copies of records related to Contract No. AKB-264.039 - Bayonne Bridge Replacement of Main Span Roadway and approach Structure.

Material responsive to item 2 of the request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16713-C/>. Paper copies of the available records are available upon request.

We anticipate it will take until June 30, 2016 for us to review the remainder of your request and respond to you.

Please refer to the above Public Records Access reference number in any future correspondence relating to your request.

Very truly yours,



William Shalewitz
FOI Administrator

Enclosure

*4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555*



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #415-11-301
June 15, 2011

Lillian D. Valenti
Director, Procurement

HDR/PB, a Joint Venture
500 Seventh Avenue, 15th Floor
New York, NY 10018

CONFORMED

Attention: Jeffrey Han, PE, Authorized Representative

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING
DESIGN AND SUPPORT SERVICES FOR RAISING THE ROADWAY OF
THE BAYONNE BRIDGE**

Dear Mr. Han:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain HDR/PB, a Joint Venture (hereinafter referred to as "the Consultant" or "you") to provide expert professional engineering design and support services for raising the roadway of the Bayonne Bridge as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

2. This Agreement shall be signed by you, and the Director of Procurement. As used herein "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority, acting either personally or through their duly authorized representatives acting within the scope of the particular authority vested in him unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Chief Engineer has designated Bernard Yostpille, Assistant Chief Structural Engineer, to act as his duly authorized representative. The Project Manager for this project is Catherine Britell, at tel. (973) 792-4887, or email address: cbritell@panynj.gov.

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

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

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427

hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement and sound engineering principles or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, 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 in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

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

7. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of \$8,443,559 unless you are specifically authorized in writing to so continue by the Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

8. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 7 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. Henningson, Durham & Richardson Architecture and Engineering, P.C. (HDR) will be compensated at an amount equal to **2.715** 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. PB Americas, Inc. (PB) will be compensated at an amount equal to **2.73** 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 Chief Engineer has been notified in advance, in writing, of the increased salary, rate, or amount and approves the increase.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased 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 in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are 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 therefore in all cases be finally determined by the Chief Engineer or their designee, in their sole and absolute discretion.

Notwithstanding the above, the multipliers set forth in the second and eighth 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 professional and technical employees, but not partners, principals for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Chief Engineer in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice 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 Chief Engineer and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Service) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance 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 (GSA) for that locality.

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

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of \$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 architects, engineers, designers, drafters, or other professional and technical employees of the Consultant for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multipliers referred to in subparagraph A above.

9. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other 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 Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you, the Authority will, within fifteen days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

11. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed

to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority 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 Chief Engineer 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 Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer 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 Chief Engineer, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Chief Engineer.

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 Chief Engineer shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act, or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

16. Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment, or

other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, 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 Chief Engineer in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment, or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

19. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Chief Engineer. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement 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 Chief Engineer 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 the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority, or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents, and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named,

including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from 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), 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, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc., which might tend to obligate the Authority employee to the

Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the 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 Chief Engineer, 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.

27. 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 Chief Engineer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Engineer, 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 Chief Engineer shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of

the Consultant's said services is determined by the Chief Engineer to be no longer appropriate because of such preclusion, then the Chief Engineer 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.

28. DEFINITIONS

As used in sections 23 to 27 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.

29. 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.

30. 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.

31. 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 6/30/11

ACCEPTED:
HDR/PB, a Joint Venture

By: 

Title: JV Project Manager

Date: 6/23/11

P.A. Agreement # 415-11-301

Approved
 C. Britell
 6/29/11

<u>Employee</u>	<u>Business Title</u>	<u>Hourly Rate</u>
Allen, Robert	Engineer-BIM	\$ 45.33
Badillo, Jose Sr.	Sr. Technician-CADD	\$ 55.62
Brown, James	Project Eng.-Environmental	\$ 97.20
Brunner, Robert Jr.	Project Engineer-QA	\$ 67.83
Bunner, Matthew	Sr. Engineer-Structural	\$ 69.15
Buyson, Marco	Engineer-Structural	\$ 51.93
Callas, Bashar	Project Engineer-Structural	\$ 76.93
Christlini, Victoria	Engineer-Project Controls	\$ 42.64
Colangelo, Joseph	Jr. Engineer-Traffic/MOT	\$ 35.84
Curran, Jennifer	Engineer-Permitting	\$ 55.66
Devita, Angela	Jr. Engineer-Structural	\$ 34.48
Dikun, Mark	Project Manager	\$ 51.77
Formicella, Colin	Jr. Engineer-Traffic/MOT	\$ 34.64
Han, Jeffrey	Project Manager	\$ 114.62
Krieger, Ruth	Architect-Sustainability	\$ 50.06
Kwan, Lawrence	Jr. Engineer-Structural	\$ 31.43
Leshko, Brian	Sr. Engineer-Inspection	\$ 70.95
LaTuso, Chris	Project Engineer-QC	\$ 89.96
LoBuono, Josphe	Lead Engineer	\$ 109.27
Martello, Michael	Jr. Engineer-Structural	\$ 32.33
McLaughlin, Thomas	Sr. Engineer-Traffic/MOT	\$ 85.85
Model, Lyudmila	Technician-CADD	\$ 36.35
Mow, Patrick	Engineer-Traffic/MOT	\$ 49.39
Ohayon, Dany	Technician-3D Presentations	\$ 53.21
Santosh, Kumar	Engineer-Structural	\$ 46.02
Shteyn, Leonid	Technician-BIM	\$ 36.26
Sklavounakis, Christothea	Project Engineer	\$ 93.75
Smith, Kenneth	Project Engineer-VE	\$ 85.00
Van hagen, Paul	Sr. Engineer-Structural	\$ 68.39
Wagner, Norman	Project Eng. _WBS/Cost/Schedule	\$ 67.98
Wang, Gang	Sr. Engineer-Structural	\$ 62.53
Whalen, Michael	Project eng.-Bridge Systems/Mech	\$ 37.59



Parsons
Brinckerhoff

One Penn Plaza
New York, NY 10119
Main: 212-465-5000
Fax: 212-465-5575

Approved
C. Britell
6/29/11

PA AGREEMENT # 415-11-901 - PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING DESIGN AND SUPPORT SERVICES FOR RAISING THE ROADWAY OF THE BAYONNE BRIDGE	
PARSONS BRINCKERHOFF	CURRENT RATES AS OF JUNE, 2011

SALARY SCHEDULE

Name	Title	Rate
PROJECT PRINCIPALS		
Bernie McNelly	Principal-In-Charge	250.00 ²
PROJECT STAFF		
		*Billing rate for principal
Structures		
Paul Nietzsche	SR ENGINEERING MANAGER	104.33
Joe Tse	SR SUPV ENGINEER	78.53
Debra Moolin	SR SUPV ENGINEER	65.52
John Bryson	SR SUPV ENGINEER	75.07
Joe Mumber	SR ENGINEERING MANAGER	79.53
Ruchi Hsu	SR SUPV ENGINEER	71.17
Dave Riso	SUPV ENGINEER	61.73
York Chan	SUPV ENGINEER	61.99
Martine Klein	LEAD ENGINEER	52.90
William Sieh	LEAD ENGINEER	55.20
Benjamin Szymanski	ENGINEER II	33.44
Michael Ferri	ENGINEER II	35.02
Joely Valdez	ENGINEER II	34.69
Francesca Ceccarino	ENGINEER I	27.40
Matthew Spoth	ENGINEER I	27.64
Michael Seabrook	SR CADD DESIGNER	33.17
Civil		
Michael Barbagallo	SR SUPV ENGINEER	64.04
Chris Longo	SR SUPV ENGINEER	62.50
David Macedonio	SUPV ENGINEER	55.60
Augie Taboni	LEAD ENGINEER	44.46
Alex Wright	ENGINEER II	32.22
Jennifer Modi	ENGINEER II	34.18
Ricardo Sang	SR CADD DESIGNER	42.58
Miguelina Estimable	CADD OPERATOR I	21.68
Geotech		
Frank Pepe	SR ENGINEERING MANAGER	96.15
Jaw-Nan (Joe) Wang	SR ENGINEERING MANAGER	86.37
Monty Ou	LEAD ENGINEER	58.60
Ismail Karatas	ENGINEER II	39.30
Craig Shillaber	ENGINEER I	30.35
Jose Morales	SR CADD	35.14
Electrical and Lighting		
George Colban	SR ENGINEERING MANAGER	107.20
Support		
Michael Abrahams	TECHNICAL ADVISOR & QA/QC	117.13
Scott Danielson	SR ARCHITECTURAL MANAGER	97.63

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING DESIGN AND SUPPORT SERVICES FOR RAISING THE ROADWAY OF THE BAYONNE BRIDGE

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. The Authority 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, Howland Hook, and Brooklyn Piers); and 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 Arthur Kill Bayonne Bridge, also known as the Bayonne Bridge ("BB"), opened in 1931, and is a four-lane bridge, carrying Interstate 440 across the Kill Van Kull, a body of water joining Newark Bay and Upper New York Bay, between Bayonne, NJ and Port Richmond, Staten Island, NY. The main span is a two hinged, compression arch, suspended-deck bridge, with a length of 1675 feet between the centers of the hinged bearings. The two arches are constructed of steel trusses. The roadway framing is suspended from the arches by suspender ropes.

The NY approach viaduct (NY Approach) is 2014 feet long and consists of 20 steel plate-girder spans. The NJ approach viaduct (NJ Approach) has 19 steel plate-girder spans, totaling 2110 feet in length. To the north of the NJ Approach, the NJ viaduct (NJ Viaduct) consists of 29 reinforced concrete tee-beam spans and 2 steel stringer spans, totaling 885 feet in length. All piers and the abutments for the NY Approach, NJ Approach, and NJ Viaduct are reinforced concrete, with the exception of the two steel piers on top of the arch span abutments.

In 2009, the United States Army Corps of Engineers (USACE) completed an analysis of the BB air draft at the request of the Authority. The report concluded that "at its current height, the Bayonne Bridge is an obstruction to large container vessels that might otherwise call the Port of NY and NJ within the 50-year planning horizon." In 2009 and 2010, the Authority undertook a screening analysis of alternatives to eliminating the BB obstruction to large container vessels. Alternatives considered included modification to the existing bridge, a new bridge or tunnel, a lift bridge, ferry service, and the development of alternate port sites.

The analysis concluded that the preferred alternative was a modification of the existing bridge referred to as the "Raise Roadway" alternative.

The Authority, under its Bayonne Bridge Navigational Clearance Program (BBNCP), is proposing to reconstruct the arch span roadway and approaches of the BB, raising the roadway to a higher elevation, thereby increasing the air draft. The existing arch shall be used to support the main span roadway as required to allow the roadway to pass through the arch at a higher elevation. The navigational clearance at the center of the arch shall be increased from 151 ft to 215 ft above mean high water (MHW). The width of the main span roadway is limited to 70ft due to the structure of the arch. The NJ approach and NY approach substructure may be replaced or reinforced and seismically retrofitted to support the new approach superstructure. The NJ viaduct shall be replaced.

The Authority intends to take a Design/Build (D/B) approach to this project. The Consultant is expressly prohibited from participating in, or otherwise performing any services related to the Authority's contract(s) for performance of such D/B services other than those specifically required hereunder. Participation in such contract(s), by the Consultant's subconsultants performing services hereunder, shall be subject to the advance approval of the Authority, and shall in any case be reviewed in accordance with the provisions of this agreement relating to conflicts of interest, as well as other requirements as appropriate.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of preparing a Design Development Package and Design/Build contract documents for implementation of the "Raise Roadway" alternative as required herein; and providing engineering support services as needed through the final design and construction stages. The Consultant shall coordinate all services hereunder with other BB contracts, etc. as appropriate.

The Consultant shall be responsible for all involved disciplines, except as otherwise noted herein. All materials testing services required by the Consultant hereunder, as approved by the Authority, shall be performed by others.

All documents provided by the Authority, or prepared by the Consultant (or its subconsultants) hereunder are "confidential and privileged information", to be treated in accordance with Exhibit I, Confidentiality and Nondisclosure Agreement, included herewith and made a part hereof.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

TASK A. PROJECT SCHEDULE

1. Submit a draft, detailed project schedule for performance of the following tasks. The schedule shall include but not be limited to: project milestones and interdependencies, tasks and sub-tasks, allowance for review of all submittals by the Authority, and incorporation of Authority comments. For purposes of the initial schedule submission, unless otherwise directed, the duration of Tasks A through M will be 21 months. The project schedule shall be prepared using the Critical Path Method format.
2. Prepare and present a Power-Point version of the project schedule.

3. Update the Power-Point version of the schedule monthly to reflect the progress of all items being tracked. The Power-Point file shall be made available to Authority staff as required.

TASK B. MEETINGS

1. Attend a kick-off meeting, bi-weekly progress meetings and presentations, and other meetings as indicated herein, as required.
2. Record, and subsequently distribute for review and comment, draft minutes within three business days of the meeting. Incorporate all comments as appropriate and resubmit minutes as final.
3. Prepare presentation material for meetings as required.
4. Meetings shall take place within the Authority facilities, or at the Consultant's offices as determined by the Authority.

For the purposes of this task, the Consultant shall estimate a total of 60 meetings, at 25 staff hours per meeting (inclusive of presentation and meeting minute preparation).

TASK C. DOCUMENT REVIEW/INVESTIGATION

Review all documents available from the Authority's files located at Three Gateway Center, Newark, NJ. The Consultant shall estimate 300 hours of staff time for performance of Task C.

TASK D. DESIGN CRITERIA SUMMARY

Prepare a detailed summary of all criteria to be used for performance of the contemplated services. The summary shall include but not be limited to:

1. Codes, ordinances, regulations, loads, material grades, utility design, and assumptions, which, at a minimum, shall conform with the documents listed below and be based on the edition that is in effect at the conclusion of Task J-Design/Build Contract Documents, plus all revisions, supplements thereto, and updates as appropriate:
 - a. American Association of State Highway and Transportation Officials (AASHTO) documents:
 - 1) Load and Resistance Factor Design (LRFD) Bridge Design Specifications
 - 2) Load and Resistance Factor Design (LRFD) Bridge Construction Specifications
 - 3) Standard Specifications for Highway Bridges
 - 4) "A Policy on Geometric Design of Highways and Streets"
 - 5) Transportation Security Task Force
 - 6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
 - 7) Roadway Design Guide
 - b. Federal Highway Administration (FHWA) Documents:
 - 1) Bridge Security Technical Recommendations

- 2) Seismic Retrofitting Manual for Highway Structures: Part 1 – Bridges (FHWA-HRT-06-032)
 - 3) Seismic Retrofitting Manual for Highway Structures: Part 2 – Retaining Structures, Slopes, Tunnels, Culverts, and Roadways (FHWA-HRT-05-067)
 - 4) Seismic Retrofitting Manual for Highway Bridges (FHWA-RD-94-052)
 - 5) Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals
 - 6) Manual on Uniform Traffic Control Devices (MUTCD)
 - 7) Bridge and Tunnel Security
 - 8) Bridge Deck Drainage: HEC-21
- c. The Port Authority of NY and NJ Documents:
- 1) Design Guidelines
 - 2) Sustainable Infrastructure Guidelines, dated August 2010
 - 3) Traffic Engineering Standard Details and Specifications
 - 4) Renewable Resource Guidelines
- d. The American Welding Society Bridge Welding Code AWS D1.5
- e. National Fire Protection Association (NFPA) documents:
- 1) NFPA 14, Installation of Standpipe and Hose Systems
 - 2) NFPA 502, Road Tunnels, Bridges, and Other Limited Access Highways
 - 3) NFPA 20 Standards for the Installation of Stationary Pumps for Fire Protection
 - 4) NFPA 72 National Fire Alarm Code
 - 5) NFPA 70 National Electrical Code
 - 6) NFPA 101, Life Safety Code
- f. Occupational Safety and Health Administration (OSHA) – All Standards
- g. American with Disabilities Act (ADA) Standard for Accessibility Design
- h. New York City Building Codes
- i. New York City Noise Control Code Local Law 113
- j. New York State Department of Transportation (NYSDOT) documents:
- 1) Load and Resistance Factor Design (LRFD) Bridge Design Specifications/Standards Specifications for Highway Bridges
 - 2) Bridge Manual
 - 3) Standard Specifications for Construction and Materials
 - 4) Steel Construction Manual
 - 5) Highway Design Manual

- k. New Jersey Department of Transportation (NJDOT) documents:
 - 1) Bridges and Structures Design Manual
 - 2) Standard Specifications for Road and Bridge Construction.
 - 3) Roadway Design Manual
 - l. Part 56 of Title 12 of the Official Compilation Codes Rules and Regulations for the State of New York: (12 NYCRR, Part 56) – Industrial Code Rule 56 ASBESTOS
 - m. NJ Administrative Code (N.J.A.C.) Section 5.23-8, Subchapter 8 – Asbestos Hazard Abatement Code
 - n. Coast Guard regulations compliance
 - o. International Fire Code – NJ Edition
 - p. US Department of Transportation, Federal Aviation Administration, Advisory Circular AC70/7460-1K Obstruction Marking and Lighting
 - q. Illumination Engineering Society of North America – Outdoor Lighting Recommendations
 - r. SSPC *The Society for Protective Coatings*
 - s. National Electrical Manufacturers Association (NEMA) – 1.NEMA Standards Publication 250-2003, *Enclosures for Electrical Equipment*
 - t. Institute of Electronic and Electrical Engineers (IEEE) – 802.3 Information Technology, Telecommunications and Information Exchange Between Systems
 - u. Electronic Industries Alliance/Telecommunications Industry Association (EIA/TIA)
 - v. American Society for Industrial Security (ASIS) – Security and Threat Analysis and recommendations
2. Conditions and precautions that apply to the field inspection/verification and construction processes, including operational restrictions, noise restrictions, availability of traffic lanes and hours of work.
 3. Additional criteria as listed in Task J, as appropriate.

Submit a Draft Design Criteria Summary. Incorporate Authority comments as required, and submit the Final Design Criteria Summary as part of the Design Development Package (DDP) Report required under Task H below.

TASK E. FIELD INSPECTION AND VERIFICATION SURVEY

1. Prior to performance of the fieldwork, submit a draft Field Inspection/Verification Plan identifying all locations to be inspected, as required to verify existing details and conditions. Incorporate Authority comments and resubmit the draft plan as Final. Upon approval of the *Field Inspection/Verification Plan* by the Authority, proceed with the performance of said field services.

The Authority shall provide all maintenance of traffic drawings needed for performance of the Consultant’s inspection. The Consultant shall coordinate all of its field services with the Authority, as required. The Consultant shall provide for maintenance of traffic,

including traffic control devices, as required to inspect the structure and maintain traffic under and over the structure during fieldwork.

2. If during the course of the field investigation, the Consultant determines that material testing or other non-destructive testing is required to determine the condition of the structure(s), prepare a draft letter report indicating the type and location of tests recommended. The Consultant shall coordinate with the Authority regarding recommended tests. All material and non-destructive testing will be performed by the Authority.
3. Provide all equipment including rigging, scaffolds and ladders as required to inspect the structure and to maintain traffic under and over the structure.
4. *The Consultant's field investigation/verification shall include, but is not limited to:*
 - a. arch and abutments as required to determine their condition. (These will be modified and reused to support the new roadway.)
 - b. approach substructure as required to confirm if it can be retrofitted, modified, and reused.
 - c. location of arch members. (The arch will be modified to allow for the roadway to pass through the arch at a higher elevation.)
5. Conduct detailed site survey of all impacted areas as required to verify existing electronics and electrical systems and associated equipment, supporting elements, and field conditions, as current system documentation may not reflect current field conditions. Provide detailed documentation, with photographs, of existing electrical equipment.

Typical Systems include, but are not be limited to:

- a. Access Control System
 - b. Intrusion Detection System
 - c. Security and Traffic Surveillance Systems
 - d. Road Emergency Telephone System
 - e. Information Traffic Management System
 - f. Roadway Weather Monitoring System
 - g. Fiber Optical Network
 - h. Leased Telecom Carrier Fiber System(s)
6. Submit copies of completed field findings on inspection reporting forms (which will be provided by the Consultant and approved by the Authority) and meet with Authority staff to discuss those findings, as required.
 7. Upon 25% completion of the inspection/verification, submit a draft report documenting your findings. Incorporate Authority comments as required.
 8. Upon completion of the Field Inspection/Verification services submit a draft report documenting your findings including existing conditions and major utilities that may affect the work. Incorporate Authority comments as required, and resubmit the report "final" as part of the Design Development Package Report, required under Task H below.

TASK F. DESIGN DEVELOPMENT PACKAGE

Upon approval by the Authority of the Design Criteria Summary, prepare a Design Development Package (DDP) based upon the work performed in the preceding tasks for implementation of the "Raise Roadway" alternative, to include but not limited to:

1. Details, materials, systems, and construction staging plans, for each of the following alternatives:
 - a. retrofit and reuse the approach substructure;
 - b. construction of new approach substructure;
 - c. modification and reinforcement, if required, of the main span arch.
2. Environmental requirements shall include, but are not limited to:
 - a. Develop a Noise Mitigation Plan.
 - b. Identify permit requirements for NJ Department of Environmental Protection (NJDEP) and NYS Department of Environmental Conservation (NYSDEC) stormwater management regulations.
 - c. Abatement of lead based paint and asbestos materials, soil disturbance (erosion prevention and soil conservation), and air quality (in conformance with the State Implementation Plans (SIP) for New York and New Jersey).
3. Prepare Construction Staging Plan:
 - a. Develop and evaluate each alternative scheme for staging the work. Prepare a draft report documenting each alternative considered, and recommending one alternative, giving your reasons therefor.
 - b. Staging plans shall identify electronic systems necessary to maintain facility operations during construction.
4. Recommend a duration for the D/B contract. Duration shall be reviewed as part of the constructability review (Task G).
5. Survey findings and existing documentation on existing systems shall be used to develop Electrical and Electronics Existing Systems Drawings. Drawings shall include all relevant information, including but not limited to, infrastructures, interfaces, peripherals, software – hardware, and/or communications appliances.
6. Evaluate existing electronic and security systems and make determination related to, but not limited to: modernization upgrades, modifications, replacements and/or total reconstruction of the BB's existing electronics and security infrastructures and associated components. A 20-year operating period shall be used to assess system enhancements or expansion.

Recommend electronics and electric devices, systems, and technologies, to support the integrity and/or operation of the new bridge including those that may not currently be in use, but that should be considered for inclusion in the project.
7. Identify all existing access control and alarm monitoring zones currently available at the Bayonne Bridge. Determine any new or additional access control and or alarm monitoring areas resulting from the BBNCP requirements.

8. Identify all existing video surveillance cameras (Security and Traffic related) and video monitoring views currently available at the BB. Recommend new video surveillance cameras and/or monitoring views that may be considered for the BBNCP. Include all new video equipment requirements (Encoders, Decoders, DVR/NVRs, etc).
9. Identify sustainable design criteria utilizing Authority Sustainable Infrastructure Guidelines. This includes but is not limited to project achievement summary and identified alternatives for analysis.
10. Provide design drawings (two- and three- dimensional) depicting two different conceptual designs for the roadway approach structures. The concept drawings shall illustrate the aesthetic characteristics of the structure and shall be used in Authority discussions with the State Historic Preservation Office.
11. Perform schematic design studies for the following architectural components of the bridge design: approach roadway piers, railings, pedestrian walkways, walkway surfaces, architectural lighting, barriers, pedestrian walkways, bicycle paths, and sign support structures.

Submit and present a draft DDP report of findings, alternatives considered, recommendations, and reasons therefore. Incorporate Authority comments, and resubmit the report as required under Task H below.

TASK G. VALUE ENGINEERING AND CONSTRUCTABILITY REVIEW

1. Conduct a value-engineering workshop (VEWS) consisting of a multi disciplined Value Engineering team led by a Certified Value Specialist (CVS) of the Society of American Value Engineers, and at least three General Contractors with experience in large bridge reconstruction projects in major metropolitan areas with significant traffic demands and located in residential areas.
2. The workshop shall include a constructability review of all the design alternatives considered in the DDP, and shall be of sufficient length to obtain adequate information but shall not in any case exceed five days. The actual duration of the workshop shall be subject to the approval of the Authority.
3. Prepare a draft report that describes the VEWS and constructability review process, summarizing advantages and disadvantages of alternative details, materials and systems, and recommending a preferred solution for each application. Include a list of all risks identified and participate in a risk analysis session with the Authority.
4. Prepare a listing of value study recommendations resulting from the value-engineering workshop, and a final value engineering report containing all approved recommendations. Incorporate Authority comments as required, and resubmit report as part of the Final DDP Report required under Task H below.

TASK H. DESIGN DEVELOPMENT PACKAGE REPORT

Prepare a DDP Report updating (as appropriate) and incorporating all work products prepared in the previous tasks. The DDP Report shall finalize recommendations for: details, materials, and systems for each element of the DDP, as appropriate, staging the work, and packaging the work in a Design/Build contract. The DDP Report shall include but not be limited to:

1. Construction cost estimates and schedule:
 - a. Cost estimates shall include separate costs for labor, equipment, and materials. For formatting purposes, estimating forms, and sample estimates, will be provided to the Consultant by the Authority.
 - b. Construction cost estimates and schedules shall reflect conditions and precautions, winter suspensions, mobilization, contract administration (e.g. shop drawing review), hours of work, security requirements, etc.
2. Prepare, present and submit the 50% draft, and 100% completed final DDP Report, for review by the Authority. Incorporate Authority changes as required after each submission and submit the revised reports.

It is anticipated that within 30 calendar days after approval of the DDP Report by the Authority, the Consultant shall be given written authorization to proceed with performance of Design/Build Contract Documents (Task J).

TASK I. WORK BREAKDOWN STRUCTURE

1. Submit a detailed Work Breakdown Structure (WBS) after approval of the DDP Report.
2. Update the WBS on a monthly basis during Task J.

TASK J. DESIGN/BUILD CONTRACT DOCUMENTS

The Consultant's performance of this task is subject to the prior written approval of the Authority, as stipulated in Task G, above and shall incorporate all work performed in the above tasks as appropriate.

1. Prior to the performance of this task, submit your specific Quality Control/Quality Assurance Program for the professional services that shall be performed in connection with the final design and preparation of contract documents specified herein.
2. Submit 50% draft, 90% draft, and 100% complete and final of all documents required hereunder, for review by the Authority. Incorporate Authority changes as required.
3. Upon completion of the final D/B contract documents, submit a letter to the Authority certifying that all work has been performed in conformance with the Quality Control/Quality Assurance Program.
4. The D/B contract documents shall advance the design to approximately 30% level of total final design completion and shall include all documents required to solicit and contract with a D/B team to complete the Raise Roadway design and construct the project.
5. The D/B contract documents shall include the Main Arch Span, NJ and NY Approach, and Ramp modifications (acceleration and deceleration lanes) to the John F. Kennedy Boulevard, Avenue A, Morningstar Road, Trantor Place, and the Administration Building access ramps.
6. Contract Documents required for toll collection facilities will be prepared by others and will be provided to the Consultant for coordination purposes, as appropriate.
7. Prepare final D/B contract documents for work to be performed by a D/B Team (Contractor and Engineer of Record) based on the approved DDP Report. D/B contract documents shall include but are not limited to:

a. Structural Engineering:

- 1) Title sheet, design criteria, general plan and elevation, pier layout, cross section, areas of work, index of drawings, and structural notes.
- 2) Consultant shall assume the following minimum design life for each bridge element:
 - (a). New bridge foundations, piers-150 years
 - (b). Retrofitted bridge foundations, piers-100 years
 - (c). New and Modified bridge superstructure-100 years
 - (d). Precast concrete elements-100 years
 - (e). Cast in place concrete deck-75 years
 - (f). Main bridge bearings-75 years
 - (g). Approach bridge bearings-50 years
 - (h). Deck slab wearing course-25 years
 - (i). Expansion joints-25 years

3) Geotechnical Coordination:

The Consultant shall provide the following, as appropriate:

- (a). Design criteria for all foundation elements.
- (b). Geotechnical criteria required for the design of temporary structures.
- (c). The location and loading of all piles and footings.
- (d). The number and spacing of foundation elements at each pier and approximate footing sizes.
- (e). Evaluation of foundation system alternatives for bridge piers.
- (f). Evaluation of potential environmental permitting issues associated with foundation options.

If as part of the design effort, the Consultant determines that additional subsurface soil investigation and testing is required, the Consultant shall prepare the scope of work for the required program and submit it to the Authority for review. The borings and any additional field and laboratory classification and testing of the soil samples will be performed by the Authority.

- 4) Demolition and removal of existing bridge structures.
- 5) Drawings indicating existing structures to remain.
- 6) Design loads and performance criteria for temporary supports, temporary deck plating, and temporary work platforms required to maintain traffic as required and to maintain all existing utilities for the duration of construction.

b. Electrical Engineering:

- 1) Identify all locations where existing electrical equipment and/or raceways interfere with construction and note whether removal or temporary or permanent relocation is required.
- 2) Identify bridge systems affected by power outage and develop means of temporary power supply to minimize impact of facility operations.
- 3) Provide design criteria for electrical alteration of the following bridge systems:
 - (a). Power distribution systems;
 - (b). Upgrade of electrical utility services and coordination with utility companies;
 - (c). Emergency power system;
 - (d). Fire alarm system, including but not limited to, fire alarm for electrical rooms, abutment buildings, fire standpipes, etc.;
 - (e). Lighting systems for architectural, bridge roadway, security, aviation, navigation, and approach roadways;
 - (f). Communication, monitoring, and control systems, including but not limited, to CCTV, ITS, VMS signage, fiber optic, and overhead traffic signs;
 - (g). Access control.
- 4) The electrical documentation shall include but not be limited to calculations, one line diagrams, fire alarm block diagram, electrical equipment layout plans, and lighting design calculations.

c. Civil Engineering:

- 1) Prepare drawings showing roadway baseline, horizontal and vertical alignments, horizontal alignment coordinates and curve data information, super elevation, for all proposed roadways including the main line structure, ramps and temporary roads (if required).
- 2) Elevations and sections as necessary to depict geometry, typical construction, and to staging.
- 3) Provide design criteria for curb, barrier wall, and sidewalks for each roadway.
- 4) Provide design criteria for slope pavement or riprap.
- 5) Identify impacted properties; parcels requiring permanent or temporary land acquisition and those requiring permanent subsurface easement agreements. Additionally, identify limits of temporary surface and permanent subsurface easements.
- 6) Perform roadway pavement design based on assumptions for projected vehicular traffic flow for at grade roadways. All new pavements shall be Portland Cement Concrete.
- 7) Prepare design and layout of stormwater management plan.
- 8) Identify areas designated for contractor's use and staging.

- 9) All mapping, horizontal and vertical alignments shall be prepared in the following datum:
 - (a) Horizontal Control: Coordinates shall be referenced to the North American Datum of 1983, (NAD83) and the New York State Plane Coordinate System, East Zone (NYSPCS East).
 - (b) Vertical Control: Elevations shall be referenced to the North American Vertical Datum of 1988 (NAV88).
- d. Traffic Engineering:
 - 1) Provide Technical specifications for:
 - a) maintenance of traffic, temporary concrete barrier(s), temporary impact attenuators, and temporary signage;
 - b) permanent pavement markings, permanent concrete barrier, guide rail, permanent impact attenuators, and permanent signage.
 - 2) Develop Maintenance of Traffic plans, temporary roadway closures and detours, in response to field disruptions.
 - 3) Number of lane closings required to complete construction.
- e. Environmental:

Provide technical specifications for the abatement of lead based paint, removal and disposal of asbestos containing materials, removal and disposal of contaminated soils, and for disposal of contaminated groundwater if required.
- f. Mechanical:
 - 1) Provide design criteria and technical specifications for:
 - a) heating and ventilation systems for fire pumps, electrical substation and generator enclosures;
 - b) combustion air intake and flue gas exhaust for diesel fire pump(s) and generator(s);
 - c) diesel fuel oil storage and distribution systems for diesel fire pumps and generator(s).
 - 2) Provide schematic diagrams and sketches, as appropriate.
- g. Architectural:
 - 1) Prepare technical specifications for the following architectural components of the bridge: approach roadway piers, railings, pedestrian walkways, walkway surfaces, architectural lighting, barriers, pedestrian walkways, bicycle paths, and sign support structures.

The Authority will provide specifications for the paint system to be used on the arch structure.
 - 2) Provide a preliminary finish schedule and preliminary color and materials selection boards for other bridge elements.

h. *Electronics:*

Provide Design Criteria for:

- 1) All systems including but not limited to Access Control System, Intrusion Detection System, Security and Traffic Surveillance Systems, Road Emergency Telephone Systems, Information Traffic Management System, Roadway Weather Monitoring System, Fiber Optical Network, and Leased Telecom Carrier Fiber Systems;
- 2) Maintenance of system interdependencies;
- 3) Maintenance of existing electronics during construction.

i. *Plumbing Design:*

- 1) Develop design criteria and technical specifications for:
 - a) domestic water services including backflow prevention devices in accordance with the service requirements;
 - b) storm drainage systems including drainage pipe connections and bridge scuppers and drip pans;
 - c) waste drainage systems including water/sediment separators and drainage of sump and ejector pumps.
- 2) Provide schematic diagrams and sketches as needed.

j. *Fire Protection Design:*

- 1) Develop design criteria and technical specifications for:
 - a) fire standpipe and appurtenances including incoming firewater services and backflow prevention devices;
 - b) fire pumping systems (electrical, diesel or a combination of both) in a prefabricated enclosure on either side of the Bridge (NY and NJ), with associated *Fire Department (Siamese) connections*.
- 2) Provide schematic diagrams and sketches as needed.

k. *Sustainable Design:*

- 1) Provide sustainable design analysis and achievement based on Sustainable Infrastructure Guidelines, included herewith and made a part hereof. Include an executive summary, project credit checklist showing achievement level, and documentation of strategies used for credit achievement.
- 2) Prepare contract documents and supporting documents in conformance with the Authority's Sustainable Infrastructure Guidelines.

8. For contract drawings, observe the following procedures:

- a) The D/B Contract prepared by the Consultant shall have a cover sheet containing the facility name, contract title and contract number. The cover sheet shall have the appropriate places for signature by Authority staff. No other information shall appear on the cover sheet. This will be the only Contract Drawing prepared by the Consultant that will be signed by Authority staff.

- b) Sign and seal all drawings prepared by you.
- c) Sub-consultants shall sign and seal their own drawings. The Consultant's logo shall appear on each drawing prepared by a sub-consultant.
- d) All drawings shall be signed and sealed by a Principal of the firm. Two seals shall be placed on the drawings: a New York seal and a New Jersey seal (back shaded with carbon paper). The New York and New Jersey seals shall have the following beneath them:

ORIGINAL SEALED AND SIGNED BY:

N.J.P.E. # AND N.Y.P.E. #

- e) Drawings shall be prepared using the latest version of the AutoCAD software and of the Authority's CAD/BIM standards (downloadable at www.panynj.cadstandards.com). Check the aforementioned website regularly for updates on the CAD/BIM standards. Duplications and redundancy of information, data, and dimensions shall be eliminated, discipline interfaces shall be consistent, and accessibility for maintenance, repair, and in-service inspection shall be considered. Comments on all previous check prints shall be properly closed out.

9. Design Calculations and Diagrams:

All technical software employed by the Consultant: for analysis, design, or submission as a computer output/deliverable; used for assistance in making any of the project/technical decisions and/or demonstrating compliance with any applicable codes, regulations, specifications, and standards, including those provisions specifically requested by the Authority, shall have been validated by the Consultant and Sub-consultants (as appropriate) to ensure that the output results are acceptable, correct, and consistent with the input parameters and assumptions and that the software is suitable and sufficient for the specific types of work encountered. This requirement for the validation of technical software applies to all commercial off-the-shelf or in-house developed software (e.g., Excel spreadsheets and MathCAD worksheets).

10. Specifications:

a. General Specifications:

- 1) Information specifically related to Conditions and Precautions, Staging, Available Property, Temporary Structures, and other General Provision Requirements of the subject contract;
- 2) Lists of the Contract Drawings, available drawings, and reference drawings.

b. Technical Specifications:

- 1) The Authority has prepared certain standard technical specifications, which will be made available in hard copy. These standard technical specifications must be used by the Consultant and may not be altered or revised in any way by the Consultant;
- 2) Prepare any technical specifications that are not available from the Authority. Any technical specifications prepared by the Consultant shall be in the same format as the Authority standard technical specifications and the Consultant shall

make any changes therein requested by the Authority throughout its various reviews.

TASK K. COST ESTIMATE AND CONSTRUCTION SCHEDULE

1. Prepare a Construction Cost Estimate based on the Contract Drawings and Specifications and in accordance with the Authority's "General Estimating Guidelines" included herewith and made a part hereof. Include the estimates as part of the 50%, 90% and 100% Task J submittals.
2. Provide an estimate of the time required to complete construction.

TASK L. COMPUTER AIDED DESIGN AND BUILDING INFORMATION MODEL

1. The project shall be developed using Computer Aided Design (CAD) and Building Information Modeling (BIM) technology as described in the Authority CAD and BIM Standards Manuals.
2. The D/B contract drawings for this project will be 2-D DWF drawings. The 2-D DWF Drawings shall be produced from the 3-D BIM model files.
3. A 3-D Model file is required as part of the final submission utilizing the Autodesk Revit suite of applications complying with the Authority BIM Standards for the Structural discipline and Autodesk Civil 3-D complying with the Authority CAD Standards for the Civil and Traffic disciplines.

TASK M. 3-D PRESENTATION MATERIALS

The Consultant shall provide:

1. 3-D models (max of 4) of the project site including all major structures;
2. CAD/BIM generated "fly through" of the project during construction to demonstrate the construction staging;
3. rendered animation "fly through" of the final bridge concepts.

Estimate 1500 staff hours for performance of Task M.

TASK N. AS-NEEDED SERVICES

1. Additional services to be performed by the Consultant on an as-needed basis hereunder, may include, but shall not be limited to assisting the Authority, or others as directed by the Authority:
 - a. providing support for the environmental regulatory review process, as appropriate. Estimate 1000 staff hours (ASCE Grade IV) for performance of this work;
 - b. to develop, and evaluate responses to, a Request for Qualifications to identify qualified D/B teams;
 - c. to develop, and evaluate responses to a Request for Proposals (RFP) to select a D/B team.
2. Assist the Authority in reviewing the shop drawings, catalog cuts, and other Contractor submittals. Attending meetings at the site, as needed, and assist the Authority on field conditions/nonconformance issues and reviews of resolutions proposed by the Engineer

of Record. Estimate 16000 staff hours (ASCE Grade IV) for the performance of this work.

3. Assist the Authority in reviewing the final design drawings which shall be prepared by the Engineer of Record (EOR). Estimate 4000 staff hours (ASCE Grade IV) for the performance of this work.
4. Identify and prepare a list of the utility agencies that may have facilities along the project corridor and prepare cover letters and location plans requesting that the utility companies *verify and markup their utilities (type, size, limits and any scheduled improvements)*. Submit cover letters and location plans to the Authority for review. The Authority will forward requests to utility companies. Develop existing utility plans and recommended modifications where required.

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.

- A. Submit the Project Schedule required under Task A above, and your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the preparation of D/B Contract Drawings and Specifications specified herein within 50 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- B. Submit 15-copies of the draft Design Criteria Summary within 80 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- C. Submit your Field Inspection / Verification Plan within 80 calendar days. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission.
- D. Submit 15-sets of 25% Field Inspection / Verification Report within 100 calendar days.
- E. Submit 15-sets of 50% Design Development Package (DDP) Report within 120 calendar days. Authority comments will be forwarded to you within 30 calendar days after receipt of said submission. Provide a written response to each comment within 10 calendar days thereafter.
- F. Submit 15-sets of 100% DDP Report within 165 calendar days.
Authority comments will be forwarded to the Consultant within 14 calendar days after receipt of said submission.
- G. Submit 15-sets of the Final DDP Report within 185 calendar days.
- H. Submit a detailed Work Breakdown Structure within 20 calendar days of approval of the Final DDP Report (Task H). Authority comments shall be forwarded to you within 14 calendar days thereafter. Incorporate Authority comments as required and resubmit as final within 14 calendar days, thereafter.
- I. Submit 15-sets of collated and stapled ozalid prints of 50% complete D/B Contract Drawings, 15 printed sets of the Specifications, design calculations, estimates of

construction cost and schedule and information required under Task J within 90 calendar days from date of the written notice to proceed with Task J.

Authority comments will be forwarded to you within 30 calendar days after receipt of said submission.

- J. Submit 15-sets of collated and stapled ozalid prints of 90% complete D/B Contract Drawings, 15 printed sets of Specifications, design calculations, estimates of construction cost and schedule, and 3-D Model and Simulation within 210 calendar days from date of the written notice to proceed with Task J.

Authority comments will be forwarded to you within 30 calendar days after receipt of said submission. Provide a written response to each comment within 30 calendar days thereafter.

- K. Submit 15-sets of collated and stapled ozalid prints of 100% complete D/B Contract drawings, 15 printed sets of Specifications, 100% complete design calculations, final estimates of construction cost and schedule, and 3-D Model and Simulation within 330 calendar days from date of the written notice to proceed with Task J. Authority comments will be forwarded to you within 30 calendar days after receipt of said submission. Make any changes to the D/B Contract Documents required and submit the revised documents, that will be used for bidding purposes, within 30 calendar days after receipt of Authority comments.

- L. Submit 20-sets of collated and stapled ozalid prints of Complete Design/Build Contract drawings, 20 printed sets of Specifications, and final estimates of construction cost and schedule within 420 calendar days from date of the written notice to proceed with Task J. Authority comments will be forwarded to you within 14 calendar days after receipt of said submission if any.

- M. Submit a letter to the Engineer certifying your compliance with the Quality Control/Quality Assurance Program established by you for the preparation of Design/Build Contract Documents as required herein, along with one set of original mylar tracings of the complete Design/Build Contract Drawings, and electronic files of the contract drawings, technical specifications and the final estimates of construction cost and duration within 420 calendar days from date of the written notice to proceed with Task J.

- N. Submit all draft minutes of meetings no later than 3 business days from the date of the meeting.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

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

The documents specified under B below were prepared for the subject project, and form a part of this Agreement.

A. Said documents are as follows:

1. Contract Documents:

<u>CONTRACT NO.</u>	<u>CONTRACT TITLE</u>	<u>YEAR</u>
BP-3,4,5	Original Bayonne Bridge Contract Drawings	1929
AKB 110.018	Permanent Maintenance and Inspection Platforms	1991
AKB 151	Miscellaneous Structural Steel and Concrete Repairs	1997
AKB 264.024	Rehabilitation of Deck, Plaza Pavement and Structural Steel	1998
AKB 264.035	Rehabilitation of New Jersey Abutment	2002
AKB 158A	Structural Steel Rehabilitation	2004
AKB 167	Structural Steel Rehabilitation	2007

2. Additional items:

- a. Rating Calculation Summary for BIN 5523040 The Bayonne Bridge over Kill Van Kull and BIN 552304A The Widening to the New York Approach to the Bayonne Bridge
- b. Bayonne Bridge 2009 Biennial Inspection Report issued by the Port Authority Engineering Quality Assurance Division (2009 QAD Report)
- c. Bayonne Bridge Consolidated Feasibility Study to Increase Navigational Clearance dated February 2011
- d. Bayonne Bridge Air Draft Analysis dated September 2009
- e. Bayonne Bridge alignment and Maintenance of Traffic Preliminary Drawings dated February 2011
- f. Letter Report; Bayonne Bridge Concept Design of Bridge Protection System dated September 8, 2010
- g. Bayonne Bridge Lift Concept Feasibility Study and Cost Estimate Final Report dated March 4, 2010
- h. Bayonne Bridge Increase Navigational Clearance – Tunnel Alternative Final Report dated October 29, 2008
- i. Bayonne Bridge Increasing Existing Navigational Clearance Feasibility Study Final Report dated June 26, 2002 Reprinted May 18, 2006
- j. Seismic Vulnerability Report For Bayonne Bridge dated October 2002
- k. Peer Review Report for Bayonne Bridge Deck Lift Study dated March 2010
- l. Industry Input Letter Report dated February 2011



- m. Final Report Study Bayonne Bridge and Kill Van Kull Channel Clearances for Containership Transits, 2006
- n. Compendium of Studies, PANYNJ, December 2010
- o. Travel Demand Modeling, September 2010
- p. Draft Environmental Screening Alternatives Analysis, December 2010
- r. Environmental Best Practices, December 2010

B. Documents

- 1. Port Authority CAD/BIM Standards. (www.panynj.cadstandards.com)
- 2. Port Authority Engineering Department General Estimating Guidelines, dated 2010
- 3. Port Authority Estimating Procedures dated December 29, 2009
- 4. Specifications for Design of Bridges Carrying Highway and Electric Rail Passenger Traffic, prepared by the Port Authority Engineering Department and dated July 1, 1929.
- 5. Sustainable Infrastructure Guidelines prepared by the Port Authority Engineering Department and dated August 2010
- 6. Port Authority of NY and NJ Design Guidelines (Civil, Structural, Traffic)
- 7. Traffic Engineering Standard Details and Specifications

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

- A. Except as otherwise noted herein, the Preparation of D/B Contract Documents shall conform to all codes and standards that would be applicable if the Authority were a private corporation and, in case of a conflict, the more stringent requirement shall apply.
- B. Prepare all D/B Contract Drawings on standard size Port Authority mylar tracings. Tracings shall be prepared in such manner as to produce clearly legible drawings after reduction. Scales shall be graphical rather than numerical.
- C. All documents are to be submitted to the Authority in draft form. The Consultant shall meet with the Authority to review such documents, incorporate Authority comments, and submit in final form within ten business days of receipt of such comments unless otherwise noted in Section IV. of this document.
- D. The following additional services shall be provided as part of this Agreement:
 - 1. Answer questions asked of the Authority staff by bidders during the bid period;
 - 2. Prepare D/B Contract addenda, if requested during the bid period;
 - 3. Conform D/B Contract documents to addenda if directed after award of the D/B Contract;
 - 4. Upon request, assist Authority staff in Items E1, E3 and E4 specified below.



E. Authority staff will:

1. Prepare Information for Bidders and the Analysis of Bid and Contract Progress Schedule;
2. Meet with Consultant from time to time to review specifications, contract drawings, construction cost estimates and schedules;
3. Review with, and transmit comments from, various Authority Departments to the consultant for incorporation by the consultant into the Contract Documents;
4. Review addenda with and obtain approval of various Authority Departments;
5. Solicit, receive, open bids, and award D/B Contract or reject bids.

VII. CONDITIONS AND PRECAUTIONS

A. General

1. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

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

2. Follow access, personnel identification and security requirements at the site. These requirements include but are not limited to, daily notification to the AKB Operations Staff when entering and exiting the site, obtaining identification placards for all vehicles on site and police issued badges for all site personnel.
3. Provide *site specific Health and Safety Plan for Consultant staff engaged in fieldwork.*
4. Vehicular traffic on Bayonne Bridge shall always have priority over any and all of the Consultant's operations.

B. Work Areas

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



C. Work Hours

1. The typical hours of work permitted by the facility are indicated below.

PERMITTED HOURS OF WORK		
Daytime	Northbound	0700 to 1500
	Southbound	0700 to 1500

2. Lane Closures:

- a. Only single lane closures may be performed during daytime;
- b. Single or double lane closures may be performed during nighttime hours;
- c. Notify Authority at least two weeks prior to work that requires lane closures;
- d. Independent single center lane closures are not permitted throughout the facility. Any work requiring the closure of a center lane in either direction must be accompanied by the closure of the adjacent lane.

3. Holidays

Do not perform work on legal federal holidays of the State of New York or New Jersey unless approved by the Engineer. There are lane closure restrictions on major holidays, and in some cases weekends around major holidays. Typical holidays include:

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

D. Security

All personnel must obtain a Level 3 access clearance by first obtaining an ID card from the SWAC consortium at <http://www.secureworker.com/>. The cost of obtaining this ID and annual renewals will be a reimbursable expense as provided in the provisions of this agreement relating to out-of-pocket expenses. All personnel must have their SWAC ID renewed annually. All personnel must also obtain an AKB ID, subject to quarterly

renewal, issued by the Authority Police, and must comply with all the facility security rules and requirements. Failure to comply with these requirements will result in inability to work at this facility.

VIII. 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, Products-Completed Operations and Independent Contractor coverages in limits of not less than \$25,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. The Consultant shall also take out and maintain at their own expense coverage to include explosion, collapse and underground property damage (XCU), coverage within fifty feet (50') of railroad along with endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading and unloading of watercraft. And if vehicles are to be used to carry out the performance of this Agreement, 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 \$25,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities, their commissioners, directors, officers, partners, employees agents, The City of Bayonne and the City of New York as additional insureds and shall be specifically endorsed with a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. 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 separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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) The Authority may at any time during the term of this Agreement change or modify the limits and coverages of insurance as required by the Chief Engineer. Any additional premium cost shall be treated as an out-of-pocket expense.

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. The policy shall include a waiver of subrogation.

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 \$5 million each occurrence, covering negligent 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, compliance with notice of cancellation provisions, and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager 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. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) 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 General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General 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 Consultant to the Authority.

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 Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – INCREASE IN PLANNING AUTHORIZATION AND AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT

It was recommended that the Board authorize: (1) an increase of \$25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of \$35 million; (2) the Executive Director to: (a) enter into an expert professional services agreement with HDR Engineering Inc./PB Americas Inc. (HDR/PB) to provide preliminary and final engineering services for the BBNCP, in a total amount not to exceed \$9,300,000, inclusive of a contingency, of which \$5,800,000 in funding for Stage II and III planning services is being requested as part of the proposed increase in planning authorization; and (b) enter into agreements associated with right-of-way planning, which, among other matters, may contain indemnification provisions, with said agreements to include, but not be limited to, real estate appraisals and title searches, and enter into agreements with property owners for site investigations and surveys, and to incur costs in connection therewith.

The completion of the expansion of the Panama Canal in 2014 is expected to result in a shift to larger ships servicing the bi-state region and other East Coast markets. The existing 151-foot clearance of the Bayonne Bridge already hinders modern containerships from accessing terminals west of the Bayonne Bridge. Such a limitation is likely to cause a reduction of competitiveness of the Port of New York and New Jersey (Port) and diversion of cargo to other East Coast ports. This could have a negative economic impact on the region, as a result of decreased activity. The diversion of cargo could have negative environmental impacts, resulting from increased pollution and congestion associated with additional truck trips into and out of the region that would be necessary to pick up and deliver local cargo diverted to other ports. The use of larger vessels will offer potential benefits in reducing transportation costs to regional customers, but may require potential investments in modifying infrastructure to accommodate these vessels.

The Board, at its meeting of March 27, 2008, authorized the Port Authority to enter into agreements with the U.S. Army Corps of Engineers (Corps) and the U.S. Coast Guard (Coast Guard), pursuant to which the Port Authority is providing approximately \$300,000 toward the cost of work being undertaken by the Corps, with input from the Coast Guard, to conduct an independent assessment of the impact of the current 151-foot navigational clearance on future Port trade, navigational safety and security, and national transportation economics. Findings from this assessment indicate that, due to economies of scale, shipping companies will utilize much larger ships in the near future, which will be restricted by the current 151-foot navigational clearance at the Bayonne Bridge. Additionally, the Corps' economic analysis finds a positive cost-benefit ratio to increasing the navigational clearance of the Bayonne Bridge, in terms of national economic development benefits. Recently completed conceptual engineering studies established preliminary cost estimate ranges for the various bridge modification and replacement options, as well as possible construction schedules. Options studied included raising the bridge or replacing it with either a new bridge or a vehicular tunnel, and examining future mass transit and roadway alternatives with each option.

The Board, at its meeting of August 13, 2009, authorized the expenditure of \$10 million for planning and conceptual engineering services and to perform a preliminary alternatives

analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of \$1 billion in Port Authority capital funding capacity for the BBNCP.

In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

HDR/PB, the highest-rated proposer in response to a publicly advertised Request-for-Proposals process, would be retained to assist with this planning effort, at a cost of up to \$5,800,000, under an agreement to support the design and implementation of the BBNCP. Additional work to support further planning and construction support services, estimated at approximately \$3.5 million, would be subject to further authorization, as part of future Board action(s) to implement the BBNCP.

The scope of work under the proposed increase in planning authorization includes performance of preliminary and final planning and engineering design services to prepare Design/Build contract documents for the modification of the Bayonne Bridge, as well as construction support services for the Port Authority throughout final design and construction.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

RESOLVED, that an increase of \$25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of \$35 million, be and it hereby is authorized; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into an agreement with HDR Inc./PB Americas Inc., to provide preliminary and final engineering services, in a total amount not to exceed \$9,300,000, inclusive of a contingency, of which \$5,800,000 in funding for Stage II and III planning services is part of the foregoing increase in planning authorization; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into agreements associated with right-of-way planning, which, among other matters, may contain indemnification provisions, with said agreements to include, but not be limited to, real estate appraisals and title searches, and enter into agreements with property owners for site investigations and surveys, and to incur costs in connection therewith; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – INCREASE IN PLANNING AUTHORIZATION AND AUTHORIZATION TO INCREASE AN EXISTING PROFESSIONAL SERVICES AGREEMENT

It was recommended that the Board authorize: (1) an increase of \$35 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of \$70 million; and (2) the Executive Director to increase the amount of an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc. to provide additional services, including final engineering design and construction support services during Stages III through IV, in an amount not to exceed \$34.7 million (inclusive of a contingency), of which funding in the aggregate amount of up to \$27 million (inclusive of \$5.8 million previously authorized to support planning work) is being requested as part of the proposed increase in planning authorization.

At its meeting of August 13, 2009, the Board authorized the expenditure of \$10 million for planning and conceptual engineering services and to perform a preliminary alternatives analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of \$1 billion in Port Authority capital funding capacity for the BBNCP.

In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

At its May 25, 2011 meeting, the Board authorized an increase of \$25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the BBNCP, resulting in a total authorization of \$35 million. Additionally, the Board authorized the Executive Director to enter into an agreement with HDR Engineering Inc./PB Americas Inc., pursuant to a publicly advertised Request for Proposals process, to provide preliminary planning and engineering services, in a total amount not to exceed \$9.3 million (inclusive of a contingency), to support the implementation of the project. At that time, funding of \$5.8 million was authorized to support Stages II and III, with the balance subject to further authorization.

Initially, a design/build procurement strategy for the BBNCP was contemplated. However, as the program evolved, the engineering schedule significantly accelerated ahead of the environmental review schedule required under the National Environmental Policy Act, and therefore the opportunity exists to proceed with a design/bid/build contract procurement strategy. This design/bid/build strategy offers the benefit of reductions in program cost and schedule, and would help to reduce risk, ensure quality and retain engineering design control. This procurement strategy change would require modification of the existing agreement with HDR Engineering Inc./PB Americas Inc. to include the performance of final engineering design services to prepare design/bid/build contract documents, as well as construction support services through project completion to support the modification of the Bayonne Bridge.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

RESOLVED, that an increase of \$35 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program, resulting in a total authorization of \$70 million, be and it hereby is authorized; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc. to provide additional services, including final engineering design and construction support services during Stages III through IV, in an amount not to exceed \$34.7 million (inclusive of a contingency), of which funding for up to \$27 million is being requested as part of the foregoing increase in planning authorization; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – INCREASE IN PLANNING AUTHORIZATION AND AUTHORIZATION TO INCREASE FUNDING FOR AN EXISTING PROFESSIONAL SERVICES AGREEMENT

It was recommended that the Board authorize: (1) an increase of \$10 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of \$80 million; and (2) the Executive Director to expend an additional amount of \$2 million under an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc. (HDR/PB), in order to provide additional engineering design services for Stages II and III of the BBNCP, bringing the total funding authorized for these services to an amount of up to \$31.5 million (inclusive of a contingency).

At its meeting of August 13, 2009, the Board authorized the expenditure of \$10 million for planning and conceptual engineering services and the performance of a preliminary alternatives analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of \$1 billion in Port Authority capital funding capacity for the BBNCP.

In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

At its May 25, 2011 meeting, the Board authorized an increase of \$25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the BBNCP, resulting in a total authorization of \$35 million. Additionally, the Board authorized the Executive Director to enter into an agreement with HDR/PB, pursuant to a publicly advertised Request for Proposals process, to provide preliminary planning and engineering services, in a total amount not to exceed \$9.3 million (inclusive of a contingency), to support the implementation of the BBNCP. At that time, funding of \$5.8 million was authorized to support Stages II and III, with the balance subject to further authorization.

On February 9, 2012, the Board authorized an increase of \$35 million in the amount of the planning authorization to perform final planning and engineering design services for the BBNCP, resulting in a total authorization of \$70 million. Additionally, the Board authorized an increase of \$25.4 million in the amount of the existing agreement with HDR/PB for a revised agreement total of \$34.7 million, inclusive of a contingency, of which funding in the aggregate amount of \$27 million (inclusive of \$5.8 million previously authorized to support planning work) was requested as part of the proposed increase in planning work to perform final design and construction support services. That increase was required due to a change in procurement strategy, in order to expedite the program schedule. Initially, in order to fast-track the program, a design/build procurement strategy was contemplated. However, as the program evolved, the engineering schedule had been accelerated significantly ahead of the environmental review schedule required under the National Environmental Policy Act (NEPA), and therefore the opportunity existed to proceed with a design/bid/build contract procurement strategy. The design/bid/build strategy offered the benefits of reductions in program cost and schedule, and would help to reduce risk, ensure quality and retain engineering design control. This procurement strategy change required modification of the existing HDR/PB agreement to include

performance of final engineering design services to prepare design/bid/build contract documents, as well as construction support services through project completion to support the modification of the Bayonne Bridge. In December 2012, funding for the HDR/PB contract subsequently was increased by \$2.5 million by the Chief Engineer, in order to provide for continued design services.

The presently proposed increases in the amount of the planning authorization and the expenditures under the HDR/PB agreement were recommended in order to perform additional unforeseen work items, the need for which became apparent during the expedited Stage III final design phase. Incorporating these work items during the Stage III design phase would lower the risk and cost of potential extra work during the construction phase. Specifically, a more complex level of design and planning work was necessary, involving the following elements: construction staging; maintenance of traffic design and arch structural steel reinforcement, which necessitated a greater number of final contract drawings than initially anticipated; additional permit application services, as a result of the NEPA approval process being delayed; additional arch structure steel reinforcement design, due to lower than expected steel yield strength test results; additional design services for the provision of a future shared-use path pedestrian safety fence with anti-climb features; various additional field survey efforts to confirm existing conditions; consultant expenses to review and prepare responses to requests for information from pre-qualified bidders during the procurement bid phase; and a contingency.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bagger, Holmes, Moerdler, Pocino, Rechler, Rosado, Rubin, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

RESOLVED, that an increase of \$10 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of \$80 million, be and it hereby is authorized; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to expend an additional amount of \$2 million under an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc., in order to provide additional engineering design services during Stages II through III of the BBNCP, which will result in a total funding amount of up to \$31.5 million (inclusive of a contingency) for these services; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take action, as necessary, for the extension of existing contracts and the award of contracts for professional, technical and advisory services related to the foregoing planning work, including program management, environmental, technical, and financial support services, pursuant to authority granted in the By-Laws or other resolution adopted by the Board; and it is further

RESOLVED, that the form of all documents and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – PROJECT AUTHORIZATION, CONTRACT AWARD AND AUTHORIZATION TO INCREASE EXISTING PROFESSIONAL SERVICES AGREEMENTS

It was recommended that the Board authorize: (1) a project (Project) to replace the main span roadway and approach structures of the Bayonne Bridge, as part of the Bayonne Bridge Navigational Clearance Program (BBNCP), to address the navigational air draft clearance limitations and enhance roadway safety through standard 12-foot lanes, a median divider and shoulders, at an estimated total project cost of \$1.29 billion; and (2) the Executive Director to: (a) award Contract AKB-264.039 for the construction of the Project to the joint venture of Skanska Koch, Inc./Kiewit Infrastructure Co., at an estimated amount of \$743,320,360; (b) establish allowances for extra work, a contingency, and certain contractor incentives under Contract AKB-264.039, and authorize the expenditure of such allowances as necessary; (c) increase, by \$15.7 million, the amount of an existing agreement with HDR Engineering Inc./PB Americas Inc. (HDR/PB) for expert professional architectural and engineering services to support the implementation of the Project; (d) authorize the expenditure of \$34 million in remaining funds from an existing agreement with Greenman Pedersen Inc. for construction management and related technical services to support the implementation of the Project; (e) execute documents and enter into agreements with public and private entities involving, among other matters, environmental commitments, utilities and utility relocations, applying for and obtaining permits and approvals, and municipal and other governmental and private processes, authorizations and consents; and (f) take action, as necessary, for the award of contracts for such other professional, technical and advisory services as may be necessary in connection with the implementation of the Project, including program management, environmental, technical, financial support, integrity monitoring, and construction-related services.

At its meeting of August 13, 2009, the Board authorized the expenditure of \$10 million for planning and conceptual engineering services and to perform a preliminary alternatives analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of \$1 billion in Port Authority capital funding capacity for the BBNCP. In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

At its May 25, 2011 meeting, the Board authorized an increase of \$25 million in the amount of the planning authorization, to perform final planning and engineering design services for the BBNCP, resulting in a total authorization of \$35 million. Additionally, the Board authorized the Executive Director to enter into an agreement with HDR/PB, pursuant to a publicly advertised Request for Proposals process, to provide preliminary planning and engineering services for the BBNCP, in a total amount not to exceed \$9.3 million, inclusive of a contingency. At that time, funding of \$5.8 million was authorized to support Stages II and III, with the balance subject to further authorization.

On February 9, 2012, the Board authorized an increase of \$35 million in the amount of the planning authorization to perform final planning and engineering design services for the BBNCP, resulting in a total authorization of \$70 million. Additionally, the Board authorized an increase of \$25.4 million in the amount of the existing agreement with HDR/PB, for a revised agreement total of \$34.7 million, inclusive of a contingency, of which funding in the aggregate

amount of \$27 million (inclusive of \$5.8 million previously authorized to support planning work) was requested as part of the proposed increase in planning work to perform final design and construction support services. Funding for the contract subsequently was increased by \$2.5 million by the Chief Engineer, in order to provide for continued design services, for a revised total agreement amount of \$29.5 million to be expended in Stage III.

At its meeting of February 6, 2013, the Board authorized an increase of \$10 million in the amount of the planning authorization for the BBNCP, to perform final planning and engineering design services, resulting in a total authorization of \$80 million. Additionally, the Board authorized the expenditure of an additional \$2 million under the agreement with HDR/PB, in order to provide additional engineering design services during Stages II through III of the BBNCP, resulting in a total funding amount of \$31.5 million under that agreement. This increase was required to perform necessary additional unforeseen scope items that had developed during the course of the expedited Stage III final design phase.

Pursuant to the aforementioned planning authorizations previously approved in support of the BBNCP, staff has taken various actions, including those required to facilitate federal, state, and local permits and approvals, and environmental and historic resources reviews under the National Environmental Policy Act of 1969 (NEPA), the National Historic Preservation Act (NHPA), the New York State Environmental Quality Review Act (SEQRA) and New York City Environmental Quality Review (CEQR), as outlined further below. As required, the Port Authority has committed to implement specific historic preservation activities with respect to the BBNCP, under Section 106 of the NHPA.

The United States Coast Guard (USCG), an agency within the Department of Homeland Security, by virtue of its authority to consider the Port Authority's application to amend the extant Bridge Permit for the proposed BBNCP, is the lead federal agency in accordance with NEPA and its enabling regulations. A Draft Environmental Assessment (EA) has been prepared in accordance with NEPA, to evaluate the potential environmental impacts of the BBNCP and an alternative scenario in which the BBNCP is not undertaken (the "no-build alternative"). The Draft EA examines potential environmental impacts of the BBNCP and the no-build alternative on land use and social conditions, natural resources, economic conditions, historic and cultural resources, parklands and recreational resources, visual and aesthetic resources, transportation, air quality, climate change and greenhouse gas emissions, noise, hazardous and contaminated materials, as well as construction effects, coastal zone management, environmental justice and indirect and cumulative effects. The USCG published the Draft EA in the Federal Register on January 4, 2013, and provided an opportunity for public and agency comment, in writing and at a series of public meetings in Staten Island, New York and Bayonne and Newark, New Jersey.

The BBNCP has been listed as a project of National or Regional significance, and has been identified on the Federal Infrastructure Permitting Dashboard (Dashboard). Following the foregoing environmental review process, the USCG may issue a final EA and a Finding of No Significant Impact (FONSI) under NEPA, and then issue a USCG Bridge Permit amendment in May 2013, consistent with the target date identified in the Dashboard. Additionally, it is anticipated that agencies of the State of New York and the City of New York will comply with SEQRA and CEQR, respectively, allowing their respective authorizations in support of the Project.

Following issuance of the Draft EA review, the United States Environmental Protection Agency (EPA) provided comments to the USCG, and recommended that if the BBNCP is undertaken, certain actions be taken to account for the inherent uncertainty that port growth could be attributable to the BBNCP.

Although accurately forecasting any future effects that the BBNCP alone will have on port activity is not feasible, the Port Authority desires to support adjacent and nearby communities, and therefore is voluntarily committing to address the EPA's recommendations. The Port Authority is seeking to enter into a Memorandum of Agreement (MOA) with the New Jersey Department of Environmental Protection to implement certain commitments responsive to the EPA's recommendations. Other commitments made in the Draft EA are expected to be set forth in contract documents for the BBNCP.

The scope of work under the BBNCP to replace the main span roadway and approach structures of the Bayonne Bridge includes: replacement of the main span deck and approach structures, including necessary associated arch structural reinforcement work; local approach ramp reconstruction work; installation of new mechanical/electrical maintenance buildings to house supporting systems and equipment; installation of a maintenance storage building; toll gantry installation; bridge roadway storm water drainage system work; security work; site work; and permanent traffic and maintenance of traffic-work. A limited amount (not to exceed \$100,000) of non-field-related work would be initiated following award of Contract AKB-264.039. Other activities under Contract AKB-264.039 would not commence until the USCG has issued an amendment to the Bridge Permit and any environmental and regulatory review processes applying to specific activities have been completed.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bagger, Lynford, Moerdler, Rechler, Rubin, Samson, Schuber and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of, or vote on, this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

RESOLVED, that a project (Project) to replace the main span roadway and approach structures at the Bayonne Bridge, as part of the Bayonne Bridge Navigational Clearance Program, at an estimated total project cost of \$1.29 billion, be and it hereby is authorized; and it is further

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to: (1) award Contract AKB-264.039 for the construction of the foregoing Project to the joint venture of Skanska Koch, Inc./Kiewit Infrastructure Co., at an amount of \$743,320,360, exclusive of allowances for extra work, a contract contingency and certain contractor incentives; (2) establish allowances for extra work, a contingency and certain contractor incentives under Contract AKB-264.039, and authorize the expenditure of such allowances as necessary; (3) increase, by \$15.7 million (from \$31.5 million to \$47.2 million), the amount of an existing agreement with HDR Engineering Inc./PB Americas Inc. for expert professional architectural and engineering services to support the implementation of the Project; (4) authorize the expenditure of \$34 million in remaining funds from an existing agreement with Greenman Pedersen Inc. for construction management and related technical services to support the

implementation of the Project; (5) execute documents and enter into agreements with public and private entities involving, among other matters, environmental commitments, utilities and utility relocations, applying for and obtaining permits and approvals, and municipal and other governmental and private processes, authorizations and consents; and (6) take action, as necessary, for the award of construction contracts, contracts for other professional, technical and advisory services and such other contracts and agreements as may be necessary to effectuate the foregoing Project, including, but not limited to, agreements for program management, environmental, technical, financial support, integrity monitoring, and construction-related services; and it is further

RESOLVED, that the form of all contracts and agreements in connection with the foregoing Project shall be subject to the approval of General Counsel or his authorized representative.