THE PORT AUTHORITY OF NY & NJ

November 18, 2014

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ENVIRONMENTAL AND TRANSPORTATION PLANNING SERVICES FOR THE PATH TO NEWARK LIBERTY INTERNATIONAL AIRPORT RAIL STATION PROGRAM (RFP #40522)

Dear Sir or Madam:

The Port Authority of New York and New Jersey ("the Port Authority") is seeking proposals in response to this Request for Proposals (RFP) from prospective consultants (also "you," "Firm" and "Proposer") for the performance of expert professional environmental and transportation planning services for the PATH Extension to Newark Liberty International Airport Rail Station Program.

The term of the agreement between the Port Authority and the Consultant will be for five (5) years, with up to one (1) additional three (3) year period, upon the same terms, conditions and pricing, unless otherwise agreed to by the Authority. The scope of the services to be performed by the Consultant are set forth in Attachment A to the Authority's Standard Agreement (the "Agreement"), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of your Proposal.

Services to be performed by the selected Consultant may be funded in part by through an operating administration of the U.S. Department of Transportation (Federal Transit Administration or Federal Railroad Administration). If federal funding is provided, then federally mandated terms and conditions are required as part of the subject agreement and are applicable solely for the performance of such services (See Exhibit I for a list of regulations required by the Federal Transit Administration.)

Documents listed in Section V.A and V.B of Attachment A will be available to Proposers in USB format by e-mailing a request to Timothy J. Pullen at tpullen@panynj.gov at least five (5) business days before the proposal due date. The e-mail subject line should state the exact RFP number. The body of the e-mail should include your firm's full name, address, contact name, and contact phone number.

I. PROPOSER REQUIREMENTS

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

A. Satisfactorily completed at least one (1) contract/agreement for performance of services of similar size, type, scope, and complexity as the subject project within the past five (5) years;
B. Have a minimum of ten (10) years experience planning transportation networks in urban settings;
C. Have a minimum of ten (10) years experience in the role of a lead transportation planner;
D. The planning or design of at least two (2) projects with rail and related facilities similar in size and scope to the services contemplated in the RFP's scope of work;
E. Must be certified by the American Institute of Certified Planners (AICP) or be certified as a Professional Transportation Planner (PTP);
F. Satisfactorily completed at least one National Environmental Policy Act (NEPA) compliant project with the Federal Transit Administration (FTA) or the Federal Railroad Administration (FRA) as the lead federal agency within the past five (5) years; and
G. Has principal(s) that are Professional Engineers(s), licensed to practice in the State of New Jersey.

If proposing as a joint venture legal entity, the Proposer must meet all the above requirements. If proposing as a common law joint venture, at least one (1) of the members must meet requirements A through G.

II. PROPOSAL FORMAT REQUIREMENTS

To respond to this RFP, the Proposer shall submit a concise Proposal complying with the following requirements: To be acceptable, the Proposal shall be no more than 60 pages-single-sided, or 30 pages double-sided, using 12 point or greater font size. The page limit excludes resumes and tab dividers and pertains only to Letters F, G, and H, in Section III below. Each resume shall be two-page maximum, single-sided or one-page double-sided, using 12 point or greater font size. The Proposal pages shall be numbered and bound, with "Your Firm Name," and **RFP Number 40522** clearly indicated on the cover.

A. Proposals must be delivered in sealed envelopes or packages. Address the Proposal to: The Port Authority of New York and New Jersey, Two Montgomery Street, 3rd Floor, Jersey City, NJ 07302, **Attention: RFP Custodian**. **Do not address your Proposal to any other name**. You are required to submit one (1) reproducible original and ten (10) copies, along with ten (10) copies of your Proposal on USB for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB.

B. In each submission to the Authority, including any return address label, information on the USB, and information on the reproducible original and copies of the Proposal, the Proposer shall use its full name without abbreviations. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.

C. Your proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. on December 17, 2014**. The outermost cover of your submittal must be labeled to include the RFP Number and title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

D. The Authority will not accept a Proposal submitted via email or fax.

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

III. PROPOSAL SUBMISSION REQUIREMENTS

To respond to this RFP, provide the following information:

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

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

C. Demonstrate your compliance with the prequalification requirements listed in "Proposer Requirements" as noted in Section I.

D. Include a statement indicating whether the Consultant is proposing as a single entity, or as a joint venture. If a joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the proposal. If a single entity proposer cannot demonstrate that it meets all of the referenced qualifications, then the single entity proposer may, with others, form a joint venture and request that the joint venture be deemed to be the Proposer (i.e. members of the joint venture may meet the qualification requirement collectively). If the Proposer is a joint venture, the joint venture's Proposal shall contain an executed teaming agreement, or alternatively, if the entities making up the joint venture proposer have not executed a teaming agreement, the joint venture's proposal shall contain a summary of key terms of the anticipated agreement. If the joint venture proposer is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the proposal shall include a letter signed by each member indicating a willingness to accept joint and several liability.

E. Qualifications and Experience of Staff

List the names, titles and provide resumes of key personnel, including sub-consultants, if any, who will be assigned to perform the required services. Detail the experience of key individuals to be responsible for the successful completion of the proposed Scope of Services. Resumes of each individual must include their education, chronological history of employment, relevant licenses and certifications. The resumes should clearly identify the years of experience and technical capabilities in the field related to the tasks for which the individual will be responsible.

F. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of these tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A. As part of your technical approach, prepare a staffing analysis for performance of each task in Attachment A, using the Excel spreadsheet in the following link: Attachment D *(Staffing Analysis Sheet)*. Include names and titles of the individuals proposed to perform each of the tasks identified as well as the number of hours required to complete each task. **(DO NOT PROVIDE ANY COST INFORMATION.)**

G. Management Approach

A detailed description of the proposed management approach for performance of the required services. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure for delivery of the contemplated services; your proposed approach to ensuring the quality and timeliness of the required work products; and your proposed approach to keeping the Authority apprised of the project status. If the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors that the Authority will consider in evaluating Proposals. Also, identify the efforts made by the Consultant to meet the DBE goals for this project.

Indicate how you will assure commitment to the Program of these key personnel and your plan for providing equally qualified personnel in the event a key person becomes unavailable during the progress of the work. Notwithstanding the aforementioned required plan, it is expected that key personnel submitted under this RFP will be committed to this assignment for its duration. The Consultant shall not remove or replace its Program Director, Project Manager or any other key personnel, as identified by the Authority, without the written consent of the Authority and the Authority will not consent until the Consultant has proffered a candidate with equal credentials to that of the previous key person, acceptable to the Authority.

H. Firm Qualifications and Experience

In a concise and narrative form, demonstrate your firm's specific relevant experience in the performance of services similar to those contemplated in Attachment A. For all projects referenced, the services must have been performed, or are currently being performed, by the Proposer within the last five (5) years. The information outlining the services performed or currently being performed shall include:

1. Description of services provided by your firm;
2. Start and end dates of services performed;
3. Contract value (total value of services performed by you);
4. Indicate whether said projects were completed on schedule and within budget;
5. Hiring entity and contact person (name, title, phone number, email address);
6. The annual staff hours of full and part time labor expended in the performance of the contract;

7. A summary of the types of work performed; and
8. Representative familiar with the work that the Port Authority may contact.

I. DBE Participation

Your attention is directed to Paragraph 23 of the Agreement in which the Authority has stated the goals for DBE participation in this project. Provide your DBE Participation Plan by completing Exhibit II, which shall briefly contain, at minimum, the following:

1. Identification of DBEs: Provide the names and addresses of all DBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good-faith goals under the Agreement.
2. Level of Participation: Indicate the percentage of DBE participation expected to be achieved with the arrangement described in the Plan.
3. Describe the specific scope of work the DBE(s) will perform.
4. Previous DBE Participation: Describe any previous or current DBE participation that the Proposer has utilized in the performance of similar services.
5. Include Exhibit II in the sealed envelope mentioned in paragraph K. below.

J. In a sealed envelope labeled "Pricing and Compensation Proposal", complete Exhibit III, which is accessible in Excel format via the following link: Exhibit III – Pricing and Compensation Proposal. After review of all proposals received, the Authority will review the Pricing and Compensation Proposal from the firm whose technical proposal is rated highest.

1. For each billing rate, set forth a breakdown showing salaries and fringe benefits, overhead, profit, and any other component (e.g., vacation, holiday, sick pay, worker's compensation, office rent, insurance, etc.).
2. An itemized list of all out-of-pocket expenses (see paragraph 10.E. of the attached Authority standard agreement).
3. You are required to submit one (1) reproducible original and ten (10) copies, along with ten (10) copies on USB, of Exhibit III for review.

K. A complete list of your firm's affiliates.

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

Note: The Port Authority has determined that performance of said services (by any firm) would give rise to the existence of a conflict of interest if the selected firm were to perform any other services, as required under the PATH to EWR Program. Therefore, if the Authority selects your firm for performance of the subject services, your firm shall be expressly precluded from participation in, or the performance of, other PATH to EWR Program contracting opportunities. While the Port Authority does not presently contemplate precluding sub-consultants from participation on multiple PATH to EWR projects, that decision will be made on a case-by-case basis.

M. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted.

IV. ORAL PRESENTATIONS:

After review of all proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given brief advance notice. The presentation should be limited to 60 minutes and should include the material contained in your proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than five (5) other senior staff members who are also proposed to work on this project.

V. SELECTION PROCESS

The consultant will be selected through a qualifications-based selection (QBS) method in accordance with the Brooks Act. The review, rating and ranking of proposals will be based upon the technical selection criteria as indicated below. If an agreement with the highest qualified firm cannot be reached, the Authority may elect to commence negotiations with the next highest qualified firm, and so on, until an agreement is reached.

The Authority's technical criteria are:

A. qualifications and experience of the proposed staff;

B. technical approach to performance of the contemplated services;

C. management approach for the performance of the contemplated services; and

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

VI. ADDITIONAL INFORMATION

Proposers are advised that additional vendor information, including, but not limited to, forms, documents and other related information, may be found on the Authority website at http://www.panynj.gov/business-opportunities/become-vendor.html, and to monitor http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6 for RFP updates and addenda. If your firm is selected for performance of the subject services, the agreement you will be asked to sign, at that time, will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information" And "Non-Collusive Proposing And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees." By submitting a Proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with its Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked "CERTIFICATION STATEMENT."

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

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

Should you have any questions, please contact Mr. Timothy J. Pullen, Solicitation Manager, by email at tpullen@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "**RFP 40522**" in the subject line. The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. Neither Mr. Pullen nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or to give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

VII. BACKGROUND QUALIFICATIONS QUESTIONNAIRE (BQQ)

The Proposer shall submit a completed Background Qualifications Questionnaire (BQQ) no later than two (2) before the RFP due date, as required for all consultants, sub-consultants, contractors and vendors providing services under federal grant programs. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link :

http://www.panynj.gov/inspector-general/inspector-general-programs.html

A BQQ must also to be submitted for any subcontractor, sub-consultant or vendor the proposer at the time of proposal submission has contracted to perform any of the work under Attachment A.

Sincerely,

David Gutiérrez
Manager, Construction Procurements
Procurement Department

Port Authority Standard Agreement

Attachment A:	Scope of Services
Attachment B:	Agreement on Terms of Discussion
Attachment C:	Company Profile
Attachment D:	Staffing Analysis Worksheet
Exhibit I:	Federal Transit Administration Contract Provisions
Exhibit II:	DBE Participation Plan
Exhibit III:	Pricing and Compensation Proposal

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

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT NAME, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ENVIRONMENTAL AND TRANSPORTATION PLANNING SERVICES FOR THE PATH TO NEWARK LIBERTY INTERNATIONAL AIRPORT RAIL STATION PROGRAM

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (the "Consultant" or "you") to provide expert professional environmental and transportation planning services, effective March __, 2015 through March 31, 2020, as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

The Authority shall have the unilateral right to extend the term of this Agreement for up to one (1) additional three (3) year period, upon the same terms, conditions and pricing, unless otherwise agreed to by the Authority. The Authority will send written notification of the extension to you at least thirty days prior to expiration of the current term that the Agreement shall be extended.

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

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

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

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

3. In order to effectuate the policy of the Authority, the services provided by the Consultant ("Work") 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 Director personally, in which case the requirements of said notification shall apply.

4. For the purpose of the contemplated services hereunder, the Consultant shall comply with all Federal Transit Administration (FTA) requirements, as applicable, to include but not be limited to all applicable federal laws, regulations, etc. Exhibits I and II are incorporated into this Agreement. In the event of conflict between the terms contained within this document and the Federal Requirements contained in Exhibits I and II, the Federal Requirements contained within Exhibit I and II shall control.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if, in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services are done in accordance with an agreed upon schedule and in accordance with professional standards.

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 Director 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, in accordance with the agreed upon Agreement Price Summary in [●] - Pricing and Compensation Proposal dated [●] and paragraph 8 below, including reimbursable expenses, reaches the Not to Exceed Amount of $_____ unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. 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 of your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed as set forth 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 unless approved in advance and in writing by the Authority.

A. Consultant's Fixed Fee. For Consultant's satisfactory performance of its services and all of its obligations in connection with this Agreement, the Authority shall pay the Consultant, (subject to payment of a pro-rata portion thereof due to any suspension or termination of this Agreement as permitted herein), a fixed fee in the amount of $_____ ("Consultant's Fixed Fee" or "Fee") representing Consultant's profit on the base Agreement. In no event shall a change order for additional services that are within the general scope of this Agreement, result in an increase in the Consultant's Fixed Fee.

B. Direct Personnel Costs. Consultant shall be reimbursed for the actual hourly rates of Consultant's full-time employees ("Personnel") for services on the project. The Pricing and Compensation Proposal, attached hereto as [●], includes a schedule of the actual hourly labor rates and titles of all Consultant's personnel assigned to the project that have been approved by the Authority, including an organizational chart showing the names and titles of all staff working on the [●].

1) The Authority reserves the right to audit and verify the hourly rate and time billed for the services of each such employee. It is understood that such employee shall only bill time to the project for work actually performed on the project and shall not bill time to the project for holidays, vacation days, sick leave, personal days, maternity, medical, or family leave, nor for any other item included in the Overhead Rate, as set forth below.

2) The Authority reserves the right of approval of all personnel, hours, billing rates and salaries of said personnel performing services under this Agreement. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Consultant's Key Personnel, the Consultant shall forthwith provide as a replacement, a person with qualifications and experience acceptable to the Authority. In the event that Key Personnel is found by the Authority, in its discretion to be incompetent or negligent in the performance of their duties or whose continued presence on the Project is considered undesirable by the Authority, the Authority may request the Consultant to forthwith provide a replacement with qualifications and experience acceptable to the Authority. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit employee's 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 in pay if Consultant demonstrates compliance with all of the following conditions: that an increase in salary is (a) in accordance with the program of periodic merit and cost of living increases normally administered by the Authority; (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, the Authority limits are not available to 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 Director of PATH or their designee, in their sole and absolute discretion.

C. Overhead Rate. The overhead rate of _____% ("Overhead Rate") shall be applied to the Direct Personnel Costs as permitted above. Computation of the Overhead Rate shall include but not be limited to the following indirect cost items: applicable taxes, employee benefits, insurance payments, maternity leave, paternity leave, medical leave, family leave, disability benefits, bonuses, overtime pay, premium pay, parking and car allowance, fringe benefits, retirement plans, union dues, contributions and assessments required by Law, and collective bargaining, and as otherwise in compliance with 48 CFR Part 31, "*CONTRACT COST PRINCIPALS AND PROCEDURES*".

1) An Overhead Rate is applicable for a one-year accounting period ("Provisional Overhead Rate"). Ninety (90) days prior to the expiration of the applicable accounting period, the Consultant shall submit one of the following: i) a current indirect cost audit (not currently under dispute) by a cognizant federal or state government agency; ii) a new calculation by the Consultant of the Overhead Rate in accordance with this paragraph 9.C; or iii) the Consultant shall submit to an audit of the Overhead Rate by the Authority. Should a subsequent audit rate differ from the rate set forth in this subparagraph, said rate shall be adjusted by an agreement modification.

2) The Overhead Rate shall represent reimbursement to Consultant for all other costs incurred by Consultant for such personnel provided; however, for purposes of this paragraph 9.C only, the term "Personnel" shall exclude any non exempt personnel eligible to receive overtime pay who belong to a labor union, perform work on the project under the terms of a collective bargaining agreement and in accordance with the agreement documents, and are paid wages for such work. For the avoidance of doubt, the term "Personnel" for purposes of this paragraph 9.C, shall include members of a labor union who are exempt from receiving overtime pay and who render superintendents services on the project.

3) The Overhead Rate shall not apply to partners, principals or temporary employees of Consultant.

4) The Consultant's actual Overhead Rate(s) during the term of this Agreement shall be subject to an audit by the Authority. The Authority reserves the right to retroactively adjust the Consultant's compensation in the event that a final audit of Overhead indicates that the actual rate applicable during the Agreement is less than the rate(s) used during the Agreement. The Consultant is responsible for monitoring its actual rates to ensure compliance with the Provisional Overhead Rate applicable at the time.

5) The Overhead Rate shall not include any element that is attributable to the Consultant's Fixed Fee or addressed as a reimbursable expense or cost under this Agreement.

D. All subconsultants performing services hereunder are subject to the advance written approval of the Authority. The Consultant shall be reimbursed for the costs of subconsultants in accordance with provisions A, B, and C above, which shall only include an amount equivalent to the aggregate amount actually paid to subconsultants by Consultant. Under no circumstances shall any subconsultant agreement, at any tier, contain a cost-plus-percentage-of-cost compensation structure.

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

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

a. 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

b. 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.

2) 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) system, cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including Fax, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

3) 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 General Services Administration (GSA) - http://www.gsa.gov/portal/content/100715, per mile traveled by auto.

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

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

5) You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of one thousand dollars ($1,000) per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of twenty five dollars ($25) with receipted bills and 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 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 Overhead Rate referred to in paragraph 8.C above.

F. All costs under this Agreement will be allowed to the extent permitted under 48 CFR Part 31. "*CONTRACT COST PRINCIPALS AND PROCEDURES*".

See: www.acquisition.gov/far/97-03/html/31.html

9. The Authority reserves the right to make changes to any portion of the Work.

A. The Consultant shall immediately notify the Authority, in writing, of any change in the work scope either requested by the Authority or desired by the Consultant. Such notice shall be in the form of an "Initial Notice of Change" and shall include a detailed Statement of Work describing the change and the reasons for it. Upon the Authority's acknowledgment of the proposed change order, the Consultant will be requested to submit a Cost Proposal that must include the estimated hours by element of work and the applicable fully loaded hourly rate(s), other direct charges, if any, and subconsultant charges, if any, in the same detail as cost elements for the Consultant, in accordance with the provisions of this Agreement related to compensation, as well as any schedule adjustment arising from the change. The amounts to which both parties agree with the proposed change will be incorporated into the Agreement by issuance of a Change Order.

B. If the Consultant does not agree with any schedule or cost decision of the Authority related to said change, the Consultant shall diligently perform all such work as directed by the Authority. The Consultant must issue any related claim to the Authority within five (5) work-days of the Authority's request to perform said change. Upon receipt, the Authority may consider the claim. If accepted, in whole or part, Authority will issue a Change Order. The performance of all such services shall comply with the requirements of this Agreement except as otherwise mutually agreed upon by the parties, in writing.

The Authority reserves the right to delete any item of the work in whole or in part. The Director must authorize such deletions in writing.

10.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.

11. On or about the fifteenth (15th) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

12. A. The United States Government shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Agreement, and you shall hold the United States Government harmless from all claims arising from, or related to, completion of the Project or your continuing compliance with the terms, conditions, and assurances in this Agreement.

B. The Authority and the U.S. Department of Transportation's operating agency selected to oversee this Agreement shall have reasonable access during normal business hours to all of your records and documents relating to any amounts for which you have been compensated, under or in connection with this Agreement. You shall obtain for the Authority and the FTA similar access to similar records and documents of your consultants, your contractors, and their subconsultants and subcontractors and materialmen, if any. Such access shall be given or obtained and such records shall be maintained, both before and within a period of three years after final completion of the project.

C. You agree that you shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner upon which Federal funds have been expended. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed to you that were originally paid pursuant to this Agreement.

13. Termination.

A. For Cause. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered. 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.

B. For Convenience. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Agreement, the Authority may terminate this Agreement and the rights of the Consultant hereunder without cause at any time upon three (3) days written notice to the Consultant and in such event this Agreement shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Consultant from the Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits. You shall have no right of termination as to any services under this Agreement without just cause.

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

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

16. 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.

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

18. 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 of any

ideas or methods represented by them for any purpose and at any time without other compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it 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.

19. 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.

20. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or subconsultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority shall have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Authority without express written authorization of the Director. The Authority will have the exclusive 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 for herein. You agree to contract with your employees for the benefit of the Authority to ensure that the Authority has such rights and to give to the Authority or any party designated by the

Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

21. You shall promptly and fully inform the Director, in writing, of any intellectual property disputes, as well as any intellectual property rights or 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.

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

23. Disadvantaged Business Enterprise (DBE) Program

A. The requirements for the Disadvantaged Business Enterprise (DBE) program are set forth in U.S. Department of Transportation (DOT) Title 49 Code of Federal Regulations Part 26 (49 CFR Part 26) and is incorporated into this Agreement by reference.

B. The DBE participation goal for this Agreement is 17%.

C. This regulation applies to all agreements that include any federal funds; therefore the Consultant agrees to include the clauses cited below in all agreements for this project and to enforce such clauses. With regards to paragraph 2) below, the Consultant agrees to pay each subcontractor within 7 days of receipt of payment from the Authority.

D. The Consultant agrees to include the following clauses (printed in *Italics*) in all agreements and subcontracts:

1) The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted agreements. This regulation is incorporated into this agreement by reference. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Authority deems appropriate. This provision shall likewise apply to each subconsultant at each tier.

2) The Consultant agrees to pay each subconsultant on this project for satisfactory performance of its subcontract no later than seven (7) days from the receipt of each payment received from the Authority or within such later period as is provided in the subcontract.

3) 49 CFR Part 26 is incorporated into this Agreement by reference.

4) *The DBE participation goal for this agreement is 17%.*

5) *The obligation of the Consultant is to make good faith efforts to meet the Agreement DBE participation goal of 17%. The Consultant can demonstrate that it has done so by meeting the Agreement goal or documenting good faith efforts. See Section 26.53 and Appendix A of 49CFR Part 26 for descriptions and discussions of good faith efforts. The Authority is responsible for determining whether a Consultant that has not met the Agreement goal has documented sufficient good faith efforts to be regarded as responsible.*

E. Assistance is available from the Authority's Office of Business Diversity and Civil Rights to identify DBE firms and to answer any questions related to the preparation and submission of the DBE Participation Plan (Exhibit II). Questions can be addressed to Robert Foreman at (212) 435-7818 or email at rforeman@panynj.gov. The Authority through the New York State and New Jersey Uniform Certification Programs (UCP) maintains Directories identifying all DBE firms. The Directories list the DBE firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. Each state UCP revises the Directory periodically. The Authority makes the Directories available as follows:

1) *New York State UCP Directory: www.nysucp.net*

2) *New Jersey UCP Directory: www.njucp.net*

24. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Consultant identity checks and background screening

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

  The Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist

identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

- As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at http://www.secureworker.com, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable. Issuance of Photo Identification Credential.

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

  Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identify and SSN verification.

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

  The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained consultant security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Consultant, or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

  The Agreement may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The Handbook can obtained upon request or at: http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf

- Audits for Compliance with Security Requirements

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

At the direction of the Authority, you shall be required to have your employees execute Authority approved non-disclosure agreements and Acknowledgments.

24. 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 or 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 statues respecting suits against the Authority, such defense to be at the Consultant's cost.

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

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

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

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

25. 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.

26. 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 (updated in October 2014) (a copy of which is available upon request to the Authority or by visiting the Port Authority's webpage), 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 "26G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described

in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the 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, or during the term of the Agreement, 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, has failed to immediately notify the Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, 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. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

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.

27. 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.

28. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

The Consultant shall at all times during the Agreement term remain responsible. The Consultant agrees, if requested by the Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

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

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

29. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

Authority, whether or not such duties are related to this Agreement or 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 the event that the Consultant becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "http://www.panynj.gov/inspector-general" for information about reporting information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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 (updated October 2014) (a copy of which is available upon request to the Office of the Secretary of the Authority).

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

30. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of

interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Agreement. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any questions of conflict of interest shall be final.

31. DEFINITIONS

As used in sections 25 to 30 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.

32. 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.

33. 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.

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer
Procurement Department

Date _____

ACCEPTED:
FIRM NAME

By: _____

Title: _____

Date: _____

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "34" to "35" and insert a new Paragraph "34": as follows:

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

ATTACHMENT A
PERFORMANCE OF EXPERT PROFESSIONAL ENVIRONMENTAL AND TRANSPORTATION PLANNING SERVICES FOR THE PATH TO NEWARK LIBERTY INTERNATIONAL AIRPORT RAIL STATION PROGRAM

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1500 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, Teteboro, LaGuardia, Atlantic City and Stewart International), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing); and the Port Authority Trans-Hudson rail transit system, 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) a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, which serves as a critical link in the New York-New Jersey transportation network.

<u>Project Background</u>
PATH is advancing a program (herein referred to as "the Program") to extend its service from the current western terminus at Newark Penn Station (NWK) to the Rail Link Station (RLS) on the Northeast Corridor (NEC) at Newark Liberty International Airport (EWR), a distance of approximately 2.4 miles. The extended PATH service would connect to the EWR AirTrain at the RLS on Amtrak's Northeast Corridor (NEC). The EWR AirTrain stops at the three EWR terminals, parking garages, and rental car areas. The Rail Link Station is currently a connection point for airport passengers between the AirTrain and Amtrak and New Jersey Transit (NJT) rail services.

The proposed PATH extension to the RLS at EWR is intended to improve regional connectivity between areas served by PATH and EWR. In particular, this Program would:

1) Provide airport access to and from Lower Manhattan, where PATH has a station at the World Trade Center;
2) Provide airport access to New Jersey Hudson River Waterfront cities of Jersey City and Hoboken, where PATH has five stations;
3) Accommodate commuters with access to PATH, NJT and Amtrak at the RLS, including a parking facility on the west side of the RLS; and
4) Have the potential to serve as an anchor for transit-oriented development along the Frelinghuysen corridor in Newark.

From NWK, the proposed, two-track PATH extension would continue west for 0.8 mile on the existing two PATH storage tracks that comprise the South Street Yard. The two storage tracks would be upgraded to running tracks for passenger service. South of the South Street Yard, the extended line would continue on a structure between McCarter Highway (Route 21) and the NEC Viaduct over a short bridge, a cantilevered retaining wall, and a viaduct. The extended PATH tracks would then meet ground level on embankment before crossing under the viaduct structure that carries Route 21 over the NEC and, then continue into a below-grade crossing beneath NJ Transit's Raritan Valley Line embankment and the CSX Lehigh Valley Railroad truss bridge. From this point, the extended PATH would return to grade, crossing under and between the piers of the Interstate 78 and U.S. Route 22 viaduct structures. The alignment then continues south at grade to a new PATH station adjacent to the NEC that would be constructed with a connection to the existing EWR RLS where PATH passengers could connect to the Newark AirTrain (reference drawings, titled *PATH to Newark Airport Proposed Alignment Drawings,2012*, included herewith and made a part hereof).

Adjacent to the new PATH Station at RLS, a storage and maintenance yard facility would be constructed to replace and enhance the PATH vehicle storage capacity displaced from the South Street Yard. Potential opportunities will exist for the redevelopment of unused parcels of property acquired for commuter parking and other uses such as transit-oriented development, as identified in the City of Newark Master Plan, and airport-related activities. Other potential opportunities, such as a public-private partnership(s) will also be considered.

Studies, technical analyses and reports for this Program were performed and delivered from 2000 through 2013 and are listed in section V of this Attachment A. These studies and reports shall serve as a basis that the Consultant shall utilize in completing the scope of work below.

Program Milestones

The following Program Milestone schedule included herein is for planning purposes only, and is subject to change. All activities shall assume the following schedule:

- Award Agreement — 1st Quarter 2015
- Updated Feasibility Study Report — 2nd Quarter 2015
- FONSI or ROD — 1st Quarter 2018
- Final Design — 1st Quarter 2018 - 4th Quarter 2019
- Construction — 1st Quarter 2018 - 4th Quarter 2023

II. SCOPE OF WORK

The services of the Consultant shall generally consist of providing expert planning and related support services in the development of the Project, and in support of the National Environmental Policy Act (NEPA). The Consultant shall update, validate and refine prior studies (as listed in Section V and included herewith and made a part hereof) as appropriate to ensure a sound understanding of the Program to date and assist in developing a practicable plan to move forward, primarily in the environmental and permitting process. The Consultant will be responsible for executing and delivering new studies that will provide conclusive information in guiding key aspects of the Program. The Consultant will also provide expert environmental services, including Phase I and Phase II environmental assessments and the preparation of environmental documents in accordance with NEPA for the PATH to EWR

program. The Consultant shall be responsible for all disciplines required to complete the scope of work, and ensure all efforts comply with NEPA, federal planning, and federal funding requirements.

The Consultant shall be required to coordinate and work with stakeholders both internal and external to the Port Authority, including but not limited to the Authority's Program Manager, other consultants, local and federal agencies, the Authority's Design Manager and/or design team, and the Construction Manager at various phases.

III. DESCRIPTION OF CONSULTANT'S TASKS

Prior to the performance of any task, you shall submit your specific Quality Control/Quality Assurance Program for the professional services to be performed in connection with the planning and environmental services specified herein.

The Consultant's services shall include, but are not limited to the following:

TASK A: REVIEW AND UPDATE EXISTING DOCUMENTS

The Consultant shall not duplicate the studies and reports previously completed for and in support of this Program, as listed in Section V, but shall build upon the Authority's efforts by identifying any potential gaps, or additional considerations not presented.

1. Review the studies and reports listed in Section V. These documents were previously completed for and in support of the Program. The Consultant shall review these documents and provide a draft summary of findings, such as adequacy of work completed and changes since date of study or report delivery. The Consultant shall meet with Port Authority staff and others, as required, to discuss the Consultant's findings. The Consultant shall incorporate any Port Authority comments into the Consultant's findings as directed by the Authority, and resubmit the findings as final.
2. Based on work performed in the forgoing Task (A.1), refine the Program's Purpose and Need Statement ("P&N Statement").
    a. Ensure that the P&N Statement complies with specific requirements of the potential Lead Federal Agency for the Program. The Consultant should utilize guidance from relevant federal agencies in its review as appropriate.
    b. Prepare, present and submit a draft report that shall include, but not be limited to:
        i. an assessment of the adequacy and comprehensiveness of the alternatives under consideration;
        ii. a refined P&N Statement approved in advance and in writing by the Director;
        iii. an explanation of the P&N Statement's compliance with the requirements of the potential Lead Federal Agency.
    c. Incorporate Port Authority comments and submit the report as final.
3. Based upon work performed in Task A.1, and as required by the Port Authority, update, validate and refine all previous Technical Memoranda and studies. Updated reports shall include at a minimum:
    a. Capital cost to construct
    b. O&M analysis
    c. Cost/Benefit analysis

4. Update, validate and refine the Draft Feasibility Study from 2001 to include Port Authority comments, and submit the study as the Final Feasibility Study Report. The Feasibility Study Report, which includes the presentation and screening of twenty-two (22) alternatives, shall be used as the Project Definition Statement ("PDS") for the preparation of required project documentation. Coordinate with the Authority's Program Manager for the review and validation of an alternatives analysis in compliance with NEPA.
5. Evaluate off-site improvements surrounding the project area (ex. circulation, utilities, local roads, highways, etc.) which may be necessary to effectuate the Rail Station as a regional, intermodal transportation project.
6. Prepare a Draft Design Summary Criteria in accordance with Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance-of-Way Association (AREMA) standards and National Fire Protection Association (NFPA) 130 requirements including a detailed Draft Code Analysis Report.
7. Assist the Authority in engaging with state and regional agencies (i.e. New Jersey Department of Transportation (NJDOT) and North Jersey Transportation Planning Authority (NJTPA)) to ensure the Program is included in the State Transportation Improvement Plan as well as the applicable Metropolitan Planning Organizations (MPO's) Transportation Improvement Plan.
8. Perform various studies and analyses, as required, to support and advance this Program such as a design basis threat analysis, or an analysis on risk, resiliency and mitigation measures.

Unless directed otherwise, the Consultant shall prepare all reports using 8.5" x 11" paper or 11"x17" paper in a bounded format with appropriate color printing, as required.

TASK B - PATH RIDERSHIP STUDY

The Consultant shall develop a forecast of potential PATH ridership demand arising from the PATH Extension to EWR Program (the "Ridership Forecast"). The Ridership Forecast shall account for the appeal of the proposed PATH airport service in light of competition from existing and proposed airport ground access alternatives. The Ridership Forecast shall include projected volume of weekday and weekend trips to EWR, projected volume of non-airport travelers and commuters utilizing a proposed multi-modal Park and Ride facility as the RLS, and potential impacts of transit-oriented development.

1. Meet with PATH, Aviation and Planning Department staff to review current airport demand, regional demand and PATH capacity demand forecasts. Assumptions should include airport traveler demographics (travel party size, trip purpose, origin & destination, access/egress travel modes).
2. Meet with NJT and Amtrak to review current demand and capacity forecast, issues and assumptions.
3. Conduct a market demand comparison between EWR and other local airport alternatives (JFK and LaGuardia). Assessment should include airline service routes, terminal amenities and planned expansion projects. In support of this task, the Consultant should make use of Port Authority reports, such as the FAA-approved EWR demand forecasts. Translate potential increases in EWR passenger demand into aircraft operations.

4. Conduct market assessment of potential transit-oriented development surrounding PATH to EWR study area, taking into consideration findings from the Greater Dayton Neighborhood Study. Project transit ridership from potential uses and determine PATH's share of new trips generated.
5. Develop PATH modal share of projected access to and from EWR.
6. Develop PATH long-range forecast for EWR airport travel – segmented by airport passengers, employees, non-airport commuters. Forecast should identify new riders vs. shift from other transit mode. Provide a detailed documented methodology including factoring of trip purpose and value of time. Provide raw data file of report tabulations in MS Excel format or a compatible version including explanation of margin of error, confidence intervals and accuracy of reported percentages.

TASK C - INDUCED GROWTH STUDY

The Consultant shall perform a study on induced (new) growth in air passengers, ridership and economic activity to include, but not be limited to:

1. Research, review and document plans for existing and proposed land uses and transportation systems that may be affected by the extension and potential induced growth.
2. Using the projections developed in Task B (Ridership Study), analyze the number of new air passengers that will utilize EWR as a result of the improved access. The increase in demand may arise from three principal sources:
    a. Passengers using EWR as a result of its improved access who previously would have originated their trips at one of the region's other commercial airports; and
    b. New passengers at EWR due to its improved access who would otherwise not have flown to or from any of the region's airports.
    c. A third category of incremental passengers at EWR would be comprised of several subclasses of traffic including:
        1) Passengers who would have utilized alternative modes (e.g., private auto, bus, rail, etc.) to perform their trips.
        2) Passengers who may utilize a Park and Ride facility adjacent to the new PATH Station (transfer point).
        3) Passengers who would have elected not to travel were it not for the improved access.
3. Update activity forecasts for the proposed extension for planning horizons for year 2023 and years consistent with federal guidelines. Forecasts for commuter activity should be both constrained and unconstrained (i.e., assume adequate roadway capacity, parking, and bus service will be available).
4. Evaluate the sensitivity of PATH ridership forecasts due to premium fare charge for access to AirTrain.
5. Evaluate projected traffic demand to determine potential areas of impact.
6. Evaluate the effect of increased Newark AirTrain ridership on the existing AirTrain system, including the RLS platform, vertical circulation at the RLS and AirTrain platforms, as well as capacity on the Newark AirTrain.

7. To the extent induced growth could potentially occur, assess the following areas, as appropriate:
   a. Type of Growth by Use (ex. residential and/or commercial)
      1) Sprawl-inducing effects that are the result of reasonably foreseeable growth evaluated cumulatively with all foreseeable regional growth without speculation about future development
      2) Consistency with land use planning and zoning, particularly Newark's land use planning for affected areas (i.e., near the terminal of the PATH extension)
   b. Social and Environmental Impacts
      1) Introduction of transit-oriented uses, which may have beneficial effects, which may reduce urban sprawl, traffic, ambient air quality, and noise levels
      2) Ecological factors covered by federal special-purpose laws (e.g., wetlands) and/or state permitting requirements (e.g., floodplains)
      3) Historic landmarks or districts (e.g.: Penn Station, with respect to the attributes that created the historic value)
      4) Vibration and/or noise effects on residential and commercial uses along the route.
   c. Economics
      1) Increased business activities
      2) Changes in tax revenues
      3) Employment impacts
      4) Demand for commercial services
      5) Revenue loss for displaced businesses
   d. Evaluate other types of indirect effects (as opposed to induced growth) including, but not limited to, the following:
      1) Changes in traffic through provision of enhanced transit to airport, and attendant reductions in vehicle emissions and noise in affected areas
      2) Reduction in energy usage from reduced vehicle miles traveled
      3) Increased grade crossing closures from increased rail traffic, and possible traffic effects
      4) Potential conflicts (ex. programmatic or physical) with Amtrak, New Jersey Transit, Conrail, FRA and resultant effects
      5) Potential effects on freight movement and conflicts between passenger and freight movements
8. For each potential area of impact, establish an appropriate study area, identify existing conditions, and describe future conditions with and without the project. Evaluate the significance of impacts, including as appropriate the factors identified in the Council for Environmental Quality regulations (40 CFR 1508.27).
9. If a potentially significant impact is determined, propose viable mitigation options for PATH to consider.

Prepare and submit a draft written report in performance of this Task C, which shall be coordinated with the Port Authority's environmental consultant. Incorporate the Authority's comments, as directed, and resubmit the report as Final.

TASK D - PARKING DEMAND ANALYSIS AT EWR RLS

The Consultant shall perform a parking demand analysis for a commuter station to the west of the EWR RLS, taking into account any potential commercial and/or residential development and the proposed PATH Harrison Parking Facility. The commuter station would provide access to PATH as well as NJ Transit and Amtrak. Assist Port Authority's Financial Consultant in the preparation of pricing strategies for the EWR RLS commuter station parking facility.

1. Develop and present a methodology for determining current and future commuter demand for available transportation modes (bus, private vehicle drop-off, private vehicle parking, taxi, etc.) at EWR RLS, and provide reasons for chosen methodology. The proposed methodology to determine parking demand shall take into account various rate structures as required to ensure minimal, if any, revenue impact to the on-airport parking garages, but would remain competitive with other transit parking facilities. Include demand for those commuting into Newark and Jersey City and those currently parking at other PATH or NJ Transit stations. Include parking demand from any planned development or new land uses adjacent to the new PATH station at RLS.
2. Develop forecasts for each transportation mode, in terms of commuters and vehicles, using the new PATH station.
3. Evaluate potential demand for parking and associated traffic volumes for planning horizons of 2025 and years consistent with federal guidelines, broken down by weekday versus weekend, AM and PM, and by duration. Determine and evaluate trip origination and final destination.
4. Based on the previous subtasks, examine the viability and desire of bus carriers (such as, but not limited to NJT) to establish or integrate a bus Park and Ride.
5. Determine the level of potential parking demand that would exceed existing capacity within a half mile of the new PATH Station.
6. Prepare a market analysis for off-airport parking in the vicinity of EWR/RLS, including nearby transit parking garages.
7. Evaluate the sensitivity of parking demand to potential premium fare charge for access to AirTrain, and run scenarios for various premium fares.
8. For excess parking demand generated in subtask D.5., develop recommendations for accommodating the demand through 2040 (surface lot vs. structure, rate structure, etc.), including cost and schedule estimates for construction and design. Determine the value of potential revenues resulting therein.

TASK E - CONDUCT PHASE I ENVIRONMENTAL SITE ASSESSMENTS (ESA)

1. Perform environmental due diligence on properties to be acquired, according to industry (ex. ASTM) and EPA standards.

2. Submit findings and documentation to the Agency for review and comments, including a Phase II scope of work, if potential contamination is identified. Incorporate Agency comments and resubmit as final.

TASK F - CONDUCT PHASE II ENVIRONMENTAL SITE ASSESSMENTS

If the preceding task concludes that there is potential contamination on properties to be acquired, the Consultant will be asked to conduct Phase II ESAs. All subtasks will be as needed..

1. Perform Phase II ESAs according to industry (ex. ASTM) and EPA standards. This may include, but not be limited to surficial soil and water samples, subsurface soil borings, groundwater monitoring well installation, sampling, and analysis, transformer/capacitor sampling for Polychlorinated Biphenyls (PCBs), geophysical testing for buried tanks and drums, and testing of underground storage tanks.
2. Submit findings and documentation to the Agency for review and comments. Include any additional site investigation needs and potential remedial actions that may be required. Incorporate Agency comments and resubmit as final.

TASK G - SUMMARIZE NEPA PROCESS BEST PRACTICES AND RELATED FEDERAL TRANSPORTATION PLANNING REQUIREMENTS

Since the initiation of the NEPA process in the early 1970s, several organizations and agencies have developed and implemented NEPA policy and program refinements and guidelines in the interest of program efficiency and compliance. The output for this task should achieve an understanding of how to best advance the PATH Extension to EWR project through the NEPA process in conjunction with federal transportation project planning criteria.

1. Develop a list of Best Practices sources and case studies, and submit a draft report describing each source and study to be considered by you in developing a final list of Best Practices to be employed for the Program. Take into consideration the possibility of the Program's participation on the Presidential Dashboard for Infrastructure Projects.
2. Include in the report an approach to transportation agency coordination, consistent with best practices for meeting federal transportation planning requirements.
3. Upon approval of the draft report by the Authority, review the approved projects for study, and revise the draft report to included specific process and policy objectives as NEPA Best Practices recommended by the Consultant, giving your reasons.

Upon approval of the draft report, prepare NEPA guidance to employing the Best Practices as part of the next steps in advancing the environmental review for the Program.

TASK H - NEPA ANALYSIS AND DOCUMENTATION

In accordance with the National Environmental Policy Act (NEPA) and after consultation with State and Federal Agencies, a determination as to the required documentation to support this project will be rendered. For the purpose of developing the proposal, the Consultant shall prepare a comprehensive outline including key milestones and durations required to prepare an Environmental Impact Statement (EIS) in accordance with the guidelines and requirements of the Agency that the Consultant expects to assume the responsibilities of the Lead Agency and secure a Record of Decision (ROD). Within this comprehensive outline submitted as part of your proposal, the Consultant shall identify the tasks that are

recommended to be omitted if it is determined that an Environmental Assessment (EA) is required in lieu of an EIS. The tasks that the Consultant recommends for omission in the preparation of an EA shall include the associated staff hours and/or costs in accordance with requirements for submission of this proposal.

The comprehensive outline to be submitted as part of this proposal shall include, but not be limited to, the following items:

1. Purpose and Need Statement

   The Purpose and Need Statement sets the stage for consideration and comparative evaluation of project alternatives. The "Purpose" will outline goals and objectives that this project will achieve and the "Need" will provide the data to support the purpose of this project. The Purpose and Need Statement is intended to clarify the expected outcome of public expenditure and to justify that expenditure. It will be used as a fundamental element when developing criteria for selecting between alternatives.

2. NEPA Public Scoping Meetings

   Prepare for, conduct and attend all scoping meetings and provide administrative support, such as ensuring space is set up, materials are available for review, providing a sign-in sheet and comment sheets for attendees and return the facility to its original condition at the end of the scoping meeting. Provide digital, video and audio recordings of each scoping meeting. All meetings, meeting materials, lists of participants, etc. as prepared by the Consultant shall be as approved by the Authority prior to performance of any scoping meetings.

   As required to identify significant issues (actions, alternatives and impacts to be considered), and in compliance with the requirements of NEPA:

   a. Develop, produce and distribute notice(s) of meeting/hearing(s); arrange and prepare the locations and facilities including making provisions for hearings officers and stenographers, and for meetings note takers.

   b. Conduct presentations, if required, of the proposed project on behalf of the Authority, or others, as required; develop of draft and final minutes of the meetings, and provide recommendations for addressing issues raised during the meetings.

   c. Meet with the involved agencies and the public as required to develop a Draft Scoping Package Outline (SPO). Submit a Draft SPO to the Authority for review. Incorporate Authority comments, as required, and resubmit as final.

   d. Develop scoping presentation materials necessary to solicit input from interested agencies, organizations, and individuals, based upon the approved SPO. These materials shall include, but not be limited to: scoping meeting agenda(s); scoping presentation(s), and scoping document(s).

   e. Establish dates and locations for a minimum of two meetings related to this task to consist of an all-agency meeting (open to the public), and one public meeting. Set the same agenda for each of the meetings, as approved by the Authority. Determine appropriate mailing lists for meeting notifications, and distribution of scoping materials.

   f. Prepare a matrix as well as a summary of highlighting significant issues raised at scoping meetings and propose a course of action to address them.

g. Prepare draft outline of the scoping package. Submit to Authority for review. Incorporate Authority comments as required, and resubmit as final.

3. Public Outreach and Stakeholder Participation

   a. Design, conduct and manage all aspects of a public and community outreach program throughout the NEPA process that informs, educates, and directly engages all those with an interest in the Project. The outreach program must meet the public participation requirements of NEPA. For all Public Outreach Meetings:

      - Provide digital video and audio recording and a court stenographer for all public meetings (as warranted). Assume two public hearings.
      - Prepare draft public hearings minutes for the Draft NEPA documents and submit to the Authority for review. Incorporate Authority comments as required, and resubmit as final.

   b. Develop and implement a Public Participation Program (PPP) which draws on multi-media approaches, workgroups and other tools and activities, including, but not limited to: establishing an outreach office or contact; scheduling stakeholders meetings and public information sessions; preparing materials, handouts, periodic updates and displays for ongoing public involvement; and maintaining a webpage for public outreach and information on the Authority's Program's website.

      Prepare and submit a draft PPP plan. Incorporate Authority comments as directed and resubmit the draft as final.

   c. Prepare and maintain a database of all interested persons and organizations participating in the NEPA process. The database shall include all stakeholders, and shall be updated as appropriate.

   d. Create and submit draft monthly summaries of public participation efforts and outcomes. Incorporate Authority comments as directed and resubmit drafts as final.

4. Interagency Meetings

   a. Establish and coordinate an interagency technical advisory committee, consistent with NEPA requirements, and establish and coordinate an Environmental Committee/Task Force, proposing a list of appropriate agencies to serve as committee members.

   b. Prepare presentation materials, and evaluate comments and recommend courses of action as appropriate, preparing draft and final minutes of all interagency meetings.

   c. As approved in advance by the Authority, provide access to data compiled hereunder, and used in developing the NEPA material, including, but not limited to field reports, subcontractor reports, and interviews with concerned private and public parties, whether or not such information may be contained in the draft or final NEPA document.

   d. Notify participating agencies of any scheduled meetings and their purpose, and provide an opportunity for others to attend said meetings if requested by said agencies.

   e. Prepare a summary of all matters relating to NEPA documentation discussed in any meetings or communications between the Consultant and other agencies to be included in a Monthly Report submitted by the Consultant to the Authority and Lead

Agency.

5. Environmental Criteria for Screening Alternatives

   Determine the methodologies and impact thresholds to be applied for assessing the effects of the project on the natural environment, including:

   a. Identifying draft environmental criteria for use in the following two tasks, and for use by the design team.
   b. Obtaining input on the environmental criteria as needed, from the appropriate federal, state, and local governmental agencies and revise.
   c. Preparing and submit a draft summary, identifying and describing the evaluation criteria. Incorporate Authority comments as required, and submit as final.

6. Environmental Screening of Alternatives

   Using the criteria established above, screen all alternatives and provide a comprehensive explanation for eliminating each alternative that failed to meet the screening criteria. Present a list of selected alternatives that will advance through the NEPA process. Prepare and submit a draft section for incorporation into the environmental document. Incorporate Authority comments as required, and resubmit as final.

7. Existing Conditions/Affected Environment

   In accordance with NEPA requirements, comprehensively and succinctly describe the social, economic and environmental setting for the area potentially affected by the alternatives in the Existing Conditions/Affected Environment section. This description shall be of sufficient scope to identify the baseline environmental conditions of the study area to evaluate all potential effects of the alternatives including their direct, indirect, and cumulative effects, with data and analyses commensurate with the importance of the impact. This section should include but not be limited to the following:

   a. Maps, or other geographical information based graphics, that show all potential areas of impact (including reasonable direct, indirect, and cumulative impacts);

   b. Drawings, plans, design and construction durations, and estimates as required to provide a clear understanding of the location, costs, project concept, and to demonstrate potential impacts/risks. The drawings/plans must at a minimum identify station centerlines, geometries, major environmental features, construction and right-of-way limits, profiles, and vertical and horizontal clearances;

   c. Any financing actions, actions by the communities or citizen organizations pertinent to the proposed action, or any other unique factors associated with the project that do not properly belong in another section of the NEPA document;

   d. Any contemplated future actions, including facility installations and procedural actions that have not been included in the alternatives section and should be described to show their relationship to the proposal and to indicate the intentions of the involved federal, state and local agencies regarding their environmental evaluations;

   e. Other planned and developed activities in the affected areas (e.g., parking facilities, highways and other transportation and circulation projects, housing development and relocation, etc.) that are interrelated to the proposal and/or would produce cumulative impacts.

The description of the affected environment is required per the NEPA. A draft list of potential impact areas to be considered is as follows:

- Regional environment
- Water quality
- Coastal Zone Management and Waterfront Revitalization Policies
- Waterway Navigation
- Wildlife and Waterfowl Refuges
- Essential Fish Habitat
- Resource contamination/hazardous waste
- Solid Waste Management
- Endangered and threatened species
- Tidal and Freshwater Wetlands
- Visual Resources/Aesthetics
- Cultural resources (including archeological and historical resources)
- Native American Graveyard Protection
- Parkland and public recreation areas
- Primary and Unique Farmland
- Topography, geology, and soils
- Flooding, floodplains, and hydrology
- Transportation network
- Energy
- Construction
- Access and Circulation
- Air quality
- Human health
- Socioeconomic
- Economic
- Land Use/Zoning/Community Facilities
- Residential or Business Displacement
- Noise and Vibration
- Infrastructure
- Environmental Justice
- Shading Created by Structure
- Wild, Scenic and Recreational Rivers

These potential impact areas should be ranked in order of level of significance, most critical to least.

Prepare and submit a draft Existing Conditions/Affected Environment section for incorporation into the environmental document. Incorporate Authority comments as required, and resubmit as final for Lead Agency review.

8. Environmental Consequences

Describe specific methodologies and assumptions to be employed to analyze impacts related to traffic and transportation, access and circulation, air quality (Introduction, overview of non-attainment, Air Conformity, impact to State Implementation Plans, Clean Air Act Compliance, Regulatory Conditions, Air Pollutants for Analysis, Existing

Air Quality, Air Quality Modeling Analysis by Alternative, Short-term Construction Impacts, Long-term Impacts, Potential Mitigation Measures, Summary of Findings), noise and vibration (Introduction, Methodology, Factors affecting Traffic Noise Levels, Monitored Noise Levels, Noise Modeling Analysis by Alternative, Short-term Construction Impacts, Long-term Impacts, Potential Mitigation Measures, Summary of Findings), cultural resources, and economic activity.

a. Describe the potentially beneficial and adverse social, economic and environmental effects of each alternative in the Environmental Consequences section of the document. The information should have sufficient scientific and analytical basis to evaluate comparative merits of the alternatives.

b. Identify and discuss the NEPA-related impacts of each of the alternatives. For each alternative include any adverse environmental effects and the relationship between short-term uses of the environment and maintenance and enhancement of long-term productivity. Incorporate into the discussion:

   - Direct, indirect, and cumulative impacts and their significance.
   - Natural or depletable resource requirements and conservation potential of each alternative.
   - Urban, historic, and cultural resources and design of the built environment, including reuse and conservation potential of each of the alternatives.
   - Potential conflicts between each alternative and the objectives of federal, regional, state, and local land use plans, policies, and controls.
   - How the setting established in the "Existing Conditions Section" (Task H.7) is to be maintained and/or modified by the description of the environmental impacts of implementation of each alternative. The description shall include both beneficial and adverse impacts resulting from implementation of each alternative.

c. Analyze impacts during construction by reviewing and verifying the constructability analyses in past work (such as those listed in Section V.B.2 and V.B.3) that identifies construction equipment to be used and duration of major construction tasks.

d. Identify and prepare all required permits/applications as appropriate, and submit for approval as required.

e. Once all the potential environmental impacts of implementing the alternatives have been identified and quantified to the extent practical, identify and develop mitigation measure(s) necessary to minimize all relevant, adverse, direct, indirect and cumulative impacts of each alternative to the extent reasonable and practicable. This effort shall include but not be limited to the following:

   i. A clear, concise description of each mitigation measure;
   ii. A thorough explanation of the manner in which each measure would be anticipated to mitigate the appropriate environmental impact;
   iii. A quantification, to the extent practical, of the degree to which each measure would mitigate the appropriate impacts;
   iv. A preliminary estimate of the cost to implement each measure;
   v. An assessment of the overall feasibility of implementing each measure, time

associated with the mitigation measure, and a recommendation of the optimal mitigation measure, for those environmental impacts for which more than one feasible mitigation measure has been identified.

Prepare a draft Environmental Consequences section for incorporation into the environmental document. Incorporate comments and resubmit as final for Lead Agency review.

9. NEPA documentation

   The environmental document must be prepared in accordance with applicable law(s) for review by the Authority and Lead Agency. The Consultant must analyze all comments received from those parties, recommend a course of action, and prepare suitable narratives to address the comments.

   a. Develop comparative methodology and prepare and present the Draft document, the environmental impacts of the proposal (proposed action), and the reasonable alternatives in comparative form.

   b. Compile the results of tasks and prepare Draft document.

   c. Include an Executive Summary in the Draft document.

   d. Include a list of preparers and qualifications; a list of agencies, organizations and persons to whom copies of the statement are to be sent; an index and all appendices.

   e. Draft necessary NEPA supporting documents, i.e. that which is necessary to obtain a FONSI or ROD, e.g. Section 106 compliance, etc.

   f. After the document is prepared, reviewed by the Port Authority, and approved by the Lead Agency for release:

      - Draft a notice of availability of the environmental document for the Lead Agency;
      - Provide a newspaper notice for two public hearings to take public comments;
      - Distribute copies of the document to the appropriate agencies/interested parties and make available at suitable libraries or other facilities (this can include a website) for 15 days prior to the hearing;
      - After the comment period closes, usually 30 days after the hearing, provide responses to those that who offered comments.
      - Incorporate Port Authority comments and provide comments and responses to Lead Agency along with a transcript of the hearing, and a request for a FONSI or ROD.

TASK I - PERMITS AND APPLICATIONS

Identify and prepare all required permits/applications as appropriate, and submit for approval as required. Obtain any state and federal approvals required to move the Program forward.

TASK J - MEETINGS AND COORDINATION

1. Participate in bi-weekly progress meetings with the Program Team.
2. Support and attend internal and external meetings, reviews, discussions, conferences, or presentations with Authority staff as required. Attendants may include Authority executive leadership, federal government agency representative(s), municipal

government representative(s), utility company representative(s), or others, as approved by the Authority. The Consultant shall arrange for subconsultant participation, as required, and approved by the Port Authority.

3. As part of the efforts described herein, attend meetings at PATH offices at One PATH Plaza, Jersey City, NJ or the Authority's headquarters at 225 Park Ave S, New York, NY, or Four World Trade Center, New York, NY, or other Port Authority facilities, as required, to discuss various alternatives and to brainstorm potential strategies for the Program. Coordinate with PATH and various Port Authority Departments during preparation of study reports and technical memoranda. Meet with Amtrak, New Jersey Transit, New Jersey Department of Transportation and City of Newark along with the Port Authority, and others as required, to discuss assumptions and probable alternatives.
4. Provide monthly status report, to the Program Manager, addressing accomplishments, issues, and schedule and budget status, including corrective actions, if required.
5. In coordination with the Program Manager, lead the effort in coordinating with the Federal Agencies as it pertains to federal planning, environmental and permitting tasks.
   a) Participate in meetings with Federal transportation agencies, which may include USDOT, FTA, FRA, FAA and the FHWA to coordinate and receive feedback on the program.
   b) Provide professional advisory services and assistance to the Authority in identifying the appropriate federal lead agency and the appropriate category of environmental review.
   c) In meeting with federal agencies, support the Port Authority in fulfilling transportation planning and interagency coordination requirements.
   d) In conjunction with appropriate agency staff, review and provide guidance on the FRA's Northeast Corridor Future Program Tier 1 Environmental Impact Statement process and provide advice to the Authority regarding potential impacts of the FRA's Program on the PATH to EWR project.
   e) Provide professional environmental advisory services and provide support services throughout the environmental process in obtaining a FONSI or ROD, as required.
   f) Work with the Program's Financial Advisor consultant and Port Authority staff to ensure compliance with federal grant requirements.

IV. TABLE OF SELECTED DELIVERABLES

These durations are meant to provide a framework, and may be impacted by progress of other PATH Capital Program work.

ITEM	DELIVERABLE DESCRIPTION	# OF DAYS FROM NTP
A	QA/QC Plan	15
B	Task Schedule	30
C	Updated Technical Memoranda	60
E	Purpose and Need Report	80
D	Updated Feasibility Study	90
F	NEPA Best Practices Report	90

G	PATH Ridership Study	150
H	Off-Site Improvements Study – Final	180
I	Induced Growth Study – Final	180
J	Parking Demand Analysis – Final	180
K	Scoping Package Outline (SPO)	180
L	Public Participation Program (PPP)	180
M	Design Basis Threat Analysis	200
N	Draft Full NEPA Document	600
O	Request submitted to EPA for FONSI or ROD	720

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information certain documents specified below. The documents specified under "A" below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him 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 work and form a part of this Agreement.

All documents will be made available to the Consultant from the Project Manager listed herein.

Said documents are as follows:

A. DOCUMENT LIST A

Sustainable Infrastructure Guidelines (August 2010)

B. DOCUMENT LIST B

1. PATH Extension to Newark Liberty International Airport Feasibility Study (2000/2001)
2. PATH Extension to Newark Liberty International Airport Stage I Design Study (2003/2004)
3. PATH Extension to Newark Liberty International Airport Study Update (2011)
4. PATH to Newark Airport Proposed Alignment drawings (2012)
5. Technical Memoranda and Reports (2012)

   1) Ridership Forecast

   Design-related

   2) Preliminary Third Track Estimate Report
   3) Track on Structure Options Memorandum
   4) Newark Liberty International Airport PATH Extension McCarter Highway Vehicle Traffic Memorandum

Funding-related

5) Implications of Federal Funding on Environmental Approvals Technical Memorandum
6) Required Environmental Approvals Absent Federal Funding Technical Memorandum
7) Potential Federal Funding Sources Technical Memorandum

VI. INSURANCE PROCURED BY THE CONSULTANT

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations coverage for work within fifty feet (50') of railroad, explosion collapse and underground property damage (XCU) and Independent Contractor coverages in limits of not less than $5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than $5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in the absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than $25,000,000 combined single limit per occurrence as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of New York and New Jersey and its related entities, including but not limited to Port Authority Trans Hudson Corporation" as additional insured and shall contain an endorsement that the policies may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

   Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers,*

agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority"

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Authority for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

    a. If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than $25,000,000 per occurrence as provided herein.

    b. b. Railroad Protective Insurance for the owners of railroad in limits of not less than $ 5 Million per occurrence. c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

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

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.

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

    a. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.

    b. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than $1,000,000 per occurrence.

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

C. Professional Liability Insurance:

Not less than $5 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a five-year reporting/discovery period.

D. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

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

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

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

****

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ENVIRONMENTAL AND TRANSPORTATION PLANNING SERVICES FOR THE PATH TO NEWARK LIBERTY INTERNATIONAL AIRPORT RAIL STATION PROGRAM

(RFP #40522)

ATTACHMENT B

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure (FOI Code) adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/foi-code.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date)

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ATTACHMENT C

COMPANY PROFILE

REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL ENVIRONMENTAL AND TRANSPORTATION PLANNING SERVICES FOR THE PATH TO NEWARK LIBERTY INTERNATIONAL AIRPORT RAIL STATION (RFP #40522)

1. Company Name (print or type):

   _____

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

   _____

   _____

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

   _____

   _____

9. Officer or Principal of Firm and Title:

   _____

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

    _____

    _____

11. Is your firm certified by the Authority as a Disadvantaged Business Enterprise (DBE)? ☐ Yes ☐ No

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

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

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

As used herein, the term "Agreement" shall mean "Contract". This Agreement is anticipated to be partially funded by United States Department of Transportation's Federal Transit Administration (FTA).

Anything to the contrary herein notwithstanding, all mandated terms by the FTA shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

Each and every provision required by the FTA to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Contract shall remain in full force and effect.

2. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the this docuemnt are minimum requirements, unless modified by the FTA or subagency thereof.

3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ORGANIZATIONAL CONFLICT OF INTEREST

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

1.) The Contractor shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

2.) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.

B. The Contractor, by submitting its bid or proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

C. If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Contractor's actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

5. CERTIFICATION - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935 and 180.940.

The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. FTA requires that each potential Contractor, for major third party contracts, complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" for itself and its principals and requires each Subcontractor or Supplier (for Subcontracts and Supplier agreements expected to equal or exceed $25,000) to complete a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions" for itself and its principals. Copies of the required Certification forms and accompanying instructions are set forth following the clause herein entitled “Integrity Monitor”.

B. In the event that the Contractor has certified prior to award that it is not proposed for debarment, debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Contract may be canceled, terminated or suspended by the Authority and the Contractor will be liable for any and all damages incurred by the Authority because of such cancellation, termination or suspension because of such false certification.

C. The Contractor shall obtain certifications from all known potential Subcontractors and Suppliers (for which payments are expected to equal or exceed $25,000) and submit such certifications to the address set forth in E below.

D. Prior to the award of any Subcontracts or Supplier agreements expected to equal or exceed $25,000, regardless of tier, any prospective Subcontractor or Supplier who has not previously submitted a certification for this Contract must execute and submit to the Contractor a certification in the form set forth following the clause herein entitled “Integrity Monitor” which will be deemed a part of the resulting Subcontract and Supplier agreement.

E. The originals of any Certifications or correspondence relating hereto shall be sent by the Contractor to the Contracts Specialist listed in the solicitation document.

F. The Contractor shall not knowingly enter into any Subcontracts or Supplier agreements with a person that is proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded from covered transactions.

G. As required by FTA, the Contractor and its Subcontractors or Suppliers required to file the certification have a continuing duty to disclose, and shall provide immediate written notice to the Authority if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6. CERTIFICATION - LOBBYING RESTRICTIONS –CONTRACTS EXCEEDING $100,000

A. Definitions as used in this Clause:

1.) "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1). As used in the Certification set forth following the clause herein entitled “Integrity Monitor” t, it also includes any other public agency.

2.) "Covered Federal action” means any of the following Federal actions:

a. The awarding of any Federal contract;
b. The making of any Federal grant;
c. The making of any Federal loan;
d. The entering into of any cooperative agreement; and
e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. As used in the above referenced Certification, it includes the award of the contract with which it is associated.

3.) "Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan natives are included under the definitions of Indian tribes in that Act.

4.) "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5.) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government. It also includes a bi-state agency.

6.) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

a. An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment;
b. A member of the uniformed services as defined in section 101(3), title 37, United States Code;

7.) A special government employee as defined in Section 202, title 18, United States Code;

a. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code Appendix 2; and
b. An employee of a bi-state agency.

8.) "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian Organization with respect to expenditures specifically permitted by other Federal law.

9.) "Reasonable Compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

10.) "Reasonable Payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

11.) "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal Contract. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

12.) "Regularly Employed" means, with respect to an officer or employee of a person requesting or receiving a Federal Contract, an officer or employee who is employed by such person for at least one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than one hundred and thirty (130) working days within one (1) year immediately preceding the date of the submission that initiates agency

consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for one hundred and thirty (130) working days.

13.) "State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-state, regional, or interstate entity having governmental duties and powers.

B. Prohibition

1.) Section 1352 of Title 31, United States Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. For the purposes of the Certification included herein following the clause entitled “Integrity Monitor”, it includes the award of the associated contract.

2.) The prohibition does not apply as follows:

a. Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B.1.) of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or the contract associated with the certification if the payment is for agency and legislative liaison activities not directly related to a covered Federal Action.

(ii) For purposes of subparagraph B. 2.) a.(i) of this Section, providing any information specifically requested by an agency or Congress is allowable at any time.

(iii) For purposes of subparagraph B. 2.) a.(i) of this Section, the following agency and legislative liaison activities are allowable at any time only where they are not related to specific solicitation for any covered Federal action.

(a.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or

services, conditions or terms of sales and service capabilities; and,

(b.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) For purposes of paragraph B. 2)a.(i) of this Section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(a.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(v) Only those activities expressly authorized by subparagraph B. 2)a. of this Section are allowable under subparagraph B. 2)a.

b. Professional and Technical Services by Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. of this Section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract or the contract associated with the certification if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that contract.

(ii) For purposes of subparagraph B. 2.) b. (i) of this Section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a

contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subparagraph B. 2.) b. this Section are allowable under subparagraph B. 2.) b.

c. Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

d. Professional and Technical Services by Other than Own Employees.

(i) The prohibition on the use of appropriated funds, in subparagraph B. l.) of this Section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(ii) For purposes of subparagraph B. 2.) d. (i) of this Section, "professional and technical services" shall be limited to advice and

analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this Section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this Section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this Section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(iv) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(v) Only those services expressly authorized by subparagraph B. 2.) d. of this Section are allowable under subparagraph B. 2.) d.

C. Disclosure

1.) Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a certification entitled "Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352," as set forth following the clause herein entitled “Integrity Monitor” that the person has not made, and will not make, any payment prohibited by subparagraph B. of this Clause.Each person who requests or receives from the Authority a Contract with Federal assistance shall file with the Authority a disclosure form entitled "Disclosure of Lobbying Activities Pursuant to 31 U.S.C. 1352" (Standard Form-LLL), as set forth following the clause herein entitled

"Integrity Monitor", if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B. of this Clause if paid for with appropriated funds.

2.) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph C.2) of this Section. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.) Any person who requests or receives from a person referred to in subparagraph C.1) of this Section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

4.) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in subparagraph C.1) of this Section. That person shall forward all disclosure forms to the Authority.

D. Agreement

1.) In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this Clause.

E. Penalties

1.) Any person who makes an expenditure prohibited under subparagraph A of this Clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
2.) Any person who fails to file or amend the disclosure form to be filed or amended if required by the Clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3.) Contractors may rely without liability on the representations made by their Subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

7. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the [agency] Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15 to provide the [agency] Administrator or authorized representatives thereto including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, [agency] Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the [agency] Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority’s requirements for record retention contained elsewhere in the contract documents.

8. CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race,

color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2.) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein agrees:

A. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the [agency] Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

C. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – CONTRACTS EXCEEDING $2000

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below and are applicable if this Contract is a construction contract (as delineated above) over $2000.

A. Minimum Wages

1.) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which, if applicable, is attached hereto and made a part hereof (the

attachment is the most current determination), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Determinations may change during the term of the Contract, and the wages and fringe benefits required by the most recent determination of the Secretary of Labor are those to be used.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (A)(2) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2.)

a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry;

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(ii) (b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

3.) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4.) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

5.)

a. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs A (2)(ii)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

B. Withholding

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after

written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records

1.) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2.)

a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C(2)(b) of this Section.

d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

3.) The Contractor or subcontractor shall make the records required under paragraph C(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees

1.) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible

for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2.) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition,

any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3.) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

F. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

I. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility –

1.) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2.) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3.) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONTRACTS EXCEEDING $100,000

The Contract Work Hours and Safety Standards Act applies to grantee contracts and subcontracts under 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6) for contracts for construction, and non-construction projects that employ "laborers or mechanics on a public work, where the contract amount is greater than $100,000.

A. Overtime Requirements
No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages
In the event of any violation of the clause set forth in paragraph A of this Section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

C. Withholding for unpaid wages and liquidated damages
The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from

any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

D. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this Section.

12. SEISMIC SAFETY (IF APPLICABLE)

If this is a contract for the construction of new buildings or additions to existing buildings, the Contractor agrees that any new building or addition to an existing building will be constructed in accordance with standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance. The completed certification of compliance is to be submitted to the Engineer. The seismic safety standards applicable to this Contract are contained in Section 2312 ICBO Uniform Building Code (UBC), as modified by the Appendix to Title 27, Chapter 1 (Volume 7), of the Administrative Code and Charter of the City of New York at RS 9-6 Earthquake Loads.

13. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq and the National Environmental Policy Act, 42 U.S.C. §4321 et seq. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

14. CLEAN WATER REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to [agency] and the appropriate EPA Regional Office.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding $100,000 issued pursuant to this Contract.

15. CLEAN AIR REQUIREMENTS – CONTRACTS EXCEEDING $100,000

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to [agency] and the appropriate EPA Regional Office.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding $100,000 issued pursuant to this Contract.

16. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, “Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

17. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. PREFERENCE FOR RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

21. ADA ACCESS REQUIREMENTS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq*. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

22. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

If Port Authority issue a task order for final design work. The construction contract(s) prepared under that task order will be subject to either Buy America requirements of New York State or the FTA.

23. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. For the contract goal please refer to the specific solicitation document.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Port Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Port Authority and contractor's receipt of the partial retainage payment related to the subcontractor's work.

D. The contractor must promptly notify Port Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Port Authority.

BUY AMERICA CERTIFICATIONS

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS (NON- ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT (ROLLING STOCK)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned

_____

(name of authorized officer)

certifies, to the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this day _____of _____, 201__

By:_____

Signature of Authorized Official

_____

Official Name and Title of Authorized Official

FTA REQUIREMENTS

STANDARD FORM LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: X a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	**2. Status of Federal Action:** X a. bid/offer/application ____ b. initial award ____ c. post award	**3. Report Type:** X a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: X Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

FTA REQUIREMENTS

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant,

_____, certifies by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this day _____ of _____, 201_____.

_____

BY SIGNATURE OF AUTHORIZED OFFICIAL

_____

NAME AND TITLE OF AUTHORIZED OFFICIAL

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

END OF FTA CONTRACT PROVISIONS

EXHIBIT II

DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT

Instructions: Submit one DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each DBE firm used on this Contract.

CONTRACT NUMBER AND TITLE: _____

BIDDER:
Name of Firm: _____

Address: _____Telephone: _____

DBE:
Name of Firm: _____

Address: _____Telephone: _____

Description of work to be performed by DBE: _____

_____

The Bidder is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is $_____ or ____% of the total contract amount of $_____. The anticipated start date is _____and the anticipated completion date is _____.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____
Signature of DBE and Title

If the Bidder does not receive award of the Contract, any and all representations in this DBE Participation Plan and Affirmation Statement shall be null and void.

By: _____
Signature of Bidder and Title

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected
Reviewed By: _____
OBDCR Business Development Representative
Print Name: _____ Date:_____

Please Note: Supplies, equipment and material men are only credited 60% towards the DBE goal. Please adjust calculations accordingly.