Torres Rojas, Genara FOI#14367

From: rebecca@breitbard.com
Sent: Tuesday, October 22, 2013 1:15 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Subject: Freedom of Information Online Request Form

Information:

First Name: Rebecca
Last Name: Breitbard
Company: Rebecca Breitbard, Attorney at Law
Mailing Address 1: 1104 Purdue Drive
Mailing Address 2:
City: Davis
State: CA
Zip Code: 95616
Email Address: rebecca@breitbard.com
Phone: 530-792-1904
Required copies of the records: Yes

List of specific record(s):
The contract awarded May 2009 between PANYNJ and Jeffrey Parker and Associates and Ernst and Young for Financial Advisory services for the Goethels Bridge Replacement PPP Project "Contract", as well as any incorporated or referenced documents, such as the RFP, proposal, completed certifications, and exhibits and all deliverables prepared under the Contract.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

October 17, 2014

Ms. Rebecca Breitbard
Rebecca Breitbard, Attorney at Law
1104 Purdue Drive
Davis, CA 95616

Re: Freedom of Information Reference No. 14367

Dear Ms. Breitbard:

This is in response to your October 22, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of the contract awarded May 2009 between the Port Authority and Jeffrey Parker and Associates and Ernst and Young for Financial Advisory services for the Goethals Bridge Replacement PPP Project "Contract", as well as any incorporated or referenced documents, such as the RFP, proposal, completed certifications, and exhibits and all deliverables prepared under the Contract.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/14367-C.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

for

Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

P.A. Agreement #OFA-09-001
November 17, 2009

Jeffrey Parker & Associates, Inc.
1308 Spruce Street
Philadelphia, PA 19107

Attention: Michael Parker, Managing Director

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL FINANCIAL AND BUSINESS ADVISORY SERVICES FOR THE GOETHALS BRIDGE REPLACEMENT PROJECT AS REQUESTED ON AN "AS-NEEDED" BASIS DURING 2009 - 2011

Dear Mr. Parker:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Jeffrey Parker & Associates (hereinafter referred to as "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A and Exhibit A of the Miami-Dade Expressway Authority Contract (the "Contract"), which are attached hereto and made a part hereof, on an "as-needed" basis during 2009-2011.

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 Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director, Office of Financial Analysis, acting either personally or through his 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 Charles Huang, Manager, Corporate Financial Services, to act as his duly authorized representative. The Project Manager for this project is Earl Heffintrayer, at (212) 435-4463, or e-mail address eheffintrayer@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 response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost,

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

you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

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

5. The Consultant shall meet and consult with Authority staff as requested by the 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 are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

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

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. An amount equal to the actual hourly billing rate billed by you for professional and technical personnel times the total number of hours actually spent by said personnel in the performance of services hereunder. Said hourly billing rates shall be in an amount less than or equal to those provided in the Contract (see paragraph 1, above). No hour of services by an employee shall be compensable hereunder unless the employee is actually paid for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Clearly indicate if any of the employees, proposed by you to perform the requested services, are former Authority employees. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed. The Authority reserves the right of approval of all personnel and billing rates for said personnel performing services under this Agreement. For compensation purposes under this Agreement, no such salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement that has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates that are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Director or his designee, in their sole and absolute discretion.

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

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

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

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

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

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

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

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

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Director. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and 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.

General Services Administration (GSA) Rates:

Domestic Rates:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

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

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

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

8. 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.

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

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

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

12. 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.

13. 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.

14. 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.

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

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, 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.

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

18. 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.

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

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

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

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

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

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

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

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

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

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form

acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

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

21. 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 he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues respecting suits against the Authority, such defense to be at the Consultant's cost.

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

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

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

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

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than $2,000,000 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 Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than $2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

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

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

b) Endorsement to eliminate any exclusions applying to explosion, collapse and underground property damage.

c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

d) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident

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. 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 to the Project Manager.

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

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring

policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

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

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

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

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

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;

D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

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

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

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation

or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

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

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

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

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

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

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any

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

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

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

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

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

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

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

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

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

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

27. CONFLICT OF INTEREST

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

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

28. DEFINITIONS

As used in sections 23 to 27 above, the following terms shall mean:

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

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

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

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

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

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

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

31. 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.

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date 11/23/09

ACCEPTED:

JEFFREY PARKER & ASSOCIATES, INC.

By: _____

Title: Managing Director

Date: 11/18/2009

Jeffrey A. Parker & Associates, Inc.

RE: Finance and Business Process Advisor for Goethals Bridge Modernization Program

PA Agreement # OFA-09-001

JPA Staff	Title	Billing Rate
Jeffrey Parker	President	$375
Michael Parker	Managing Director	$340
Anne Hird Rabin	Managing Director	$375
Nick Serianni	Senior Vice President	$340
Dr. Eduardo Engel	Special Advisor	$325
Robert Bannister	Vice President	$295
Thomas Kellerman	Vice President	$295
Tuyen Mai	Vice President*	$295
-	Director*	$260
Mary DiCarlantonio	Manager	$215
Silviu Dochia	Senior Associate	$210

** Tuyen Mai has been promoted to Vice President from Director since the submission of JPA's MDX proposal (due in part to his successful work as lead staff on the I-595 Corridor Improvements Project).*

Director, Office of Financial Admin
11/20/09

1308 Spruce Street . Philadelphia, PA 19107
(215) 501.7765 . www.japarker.com

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL FINANCIAL AND BUSINESS ADVISORY SERVICES FOR THE GOETHALS BRIDGE REPLACEMENT PROJECT AS REQESTED ON AN "AS NEEDED" BASIS DURING 2009-2011

I. BACKGROUND

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

In April 2009, the Authority conducted a study to assess alternative financing options for the Goethals Bridge. Based on the study, the Authority concluded that the design-build-finance-maintain (DBFM) structure was the most feasible option. Under this approach, the Authority enters into a long-term agreement with a private entity comprised of a team of technical experts to provide the financial support necessary to successfully carry out the project. This entity would be responsible for designing, building, financing and maintaining the replacement for the Goethals Bridge, while the Authority retains control over tolls and operations. The Authority would make annual "availability payments" to the entity as reimbursement for the cost of their services. These payments would be contingent upon the entity meeting required performance and maintenance standards.

II. SCOPE OF SERVICES

The services of the Consultant shall generally consist of providing financial and business advice to the Authority for the proposed DBFM Goethals Bridge replacement project. The Consultant shall assist Authority staff with the financial analyses in support of the DBFM procurement on an as-needed basis during 2009 through 2011. Said services may include but are not limited to attending meetings; assisting in, or making, presentations to the Authority Executive staff and others as required; assisting in the preparation of, or preparing draft and final reports documenting findings and recommendations and services performed hereunder.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

TASK A: FINANCIAL ADVISOR

1. leading and presenting the Authority's current financial modeling efforts and updating said models throughout the DBFM process as needed
2. completing applications and negotiations for Federal financing programs (i.e., TIFIA, PABs)
3. performing DBFM Value for Money analysis, which assesses the value and risk of a bidder's proposal to the Authority
4. evaluating the financial strength of teams proposing on the DBFM project and advising the Authority on optimal capital structure
5. making presentations to credit rating agencies on the DBFM transaction and potential impacts on the Authority's financial conditions
6. performing financial analysis related to the Goethals Bridge DBFM procurement
7. developing proposal requirements and evaluation criteria for the DBFM procurement
8. assisting in negotiations with proposer(s)
9. performing market outreach and making recommendations on the procurement processes
10. preparing DBFM financial and business documents as required by engineering, legal, and procurement; including drafting financial and business process operating specifications

Submit/present draft reports indicating all recommendations and findings in performance of services to Authority staff and others as required. Incorporate Authority comments as required and resubmit reports as final.

TASK B: BUSINESS PROCESS ADVISOR

1. Advise the Authority on its procedures and protocols for handling confidential proposer-generated financial materials and information and make recommendations as appropriate.
2. Coordinate with Authority staff and others, as required, on optimal risk allocation of the DBFM procurement process, specifically addressing the financial and business impacts.
3. Coordinate with Authority staff and others, as required, on workflow of activities for the DBFM procurement process.

Submit/present draft reports indicating all recommendations and findings in performance of services to Authority staff and others as required. Incorporate Authority comments as required and resubmit the report as final.

* * *

MIAMI-DADE EXPRESSWAY AUTHORITY

MDX PROCUREMENT/CONTRACT NO.: RFQ-09-02

MDX PROJECT/SERVICE TITLE: PROJECT FINANCE INITIATIVE ADVISORY (PFIA) SERVICES

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

I. SCOPE OF SERVICES 4
II. COMMENCEMENT OF SERVICES 4
III. EFFECTIVE DATE AND TERM 4
IV. CHANGES IN THE SERVICES 5
V. SERVICES NOT AUTHORIZED BY THE AUTHORITY 5
VI. CLAIMS FOR EXTRA SERVICES 5
VII. COMPENSATION AND PAYMENTS 6
VIII. MDX PROJECT FUNDING 6
IX. SCHEDULE AND DELAYS 6
X. FORCE MAJEURE 7
XI. BOOKS, RECORDS AND CORRESPONDENCE 7
XII. INSPECTION OF SERVICES AND DOCUMENTS and endorsement of Work products 8
XIII. TERMINATION 8
XIV. CONSULTANT'S PERFORMANCE 9
XV. CONSULTANT AND CONSULTANT'S EMPLOYEES 9
XVI. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST 11
XVII. CONFIDENTIALITY 16
XVIII. CONVICTED VENDORS LIST 16
XIX. INSURANCE 16
XX. COMPLIANCE WITH LAWS 17
XXI. DISPUTES, DISPUTE RESOLUTION AND CLAIMS 17
XXII. PROHIBITION ON ASSIGNMENT 19
XXIII. INDEMNITY 19

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered into as of the ____ day of March, 2009 (the "Effective Date"), by and between the Miami-Dade County Expressway Authority (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under Chapter 348, Part I, as amended, acting by and through its Governing Board, and **Jeffrey A. Parker & Associates, Inc.** (the "Consultant"), a corporation duly organized and existing under the laws of the State of Massachusetts, located at 27 Hewing Field, Chilmark, MA 02535, and duly authorized to conduct business in the State of Florida, Federal I.D. No.65-0688422.

NOW, THEREFORE in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES

A. The Authority hereby retains the Consultant to provide Project Finance Initiative Advisory Services, as described in the Solicitation Documents (defined below). This Agreement, Notice to Proceed ("NTP"), the MDX Procurement Policy as amended from time to time, and any Supplemental Agreements that may be entered into between the Authority and the Consultant from time to time are collectively defined as the "Contract Documents". Further, the Consultant agrees to provide the Services under this Agreement on a non-exclusive basis. At its option, the Authority may elect to have any of the Services performed by other consultants or by MDX staff.

The Request for Qualifications (RFQ), including all associated addenda, for MDX Procurement/Contract No. RFQ-09-02 are attached hereto and incorporated herein as Exhibit "A", and are collectively hereafter referred to as the "Solicitation Documents", unless otherwise noted. The parties agree that the Contract Documents shall control, unless explicitly replaced or amended in writing and signed by both parties. The order of precedence for the Contract Documents shall be Supplement Agreements, Contract, NTP, Addenda and RFQ. The Consultant Proposal submitted to MDX for the Services in response to the RFQ are attached hereto and incorporated herein as Exhibit "B" (the "Proposal").

B. The Consultant and the Authority mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

II. COMMENCEMENT OF SERVICES

The Services to be rendered by the Consultant shall be commenced upon receipt of the NTP. Consultant agrees that time is of the essence in the completion of each and every provision or condition of this Agreement.

III. EFFECTIVE DATE AND TERM

Subject to the termination provisions set forth herein, this Agreement shall become effective as of the Effective Date upon its execution by the Authority and the Consultant and shall continue in effect for three (3) years (the "Initial Term"). At the expiration of the Initial Term, the Authority, in its sole discretion, has the option to extend this Agreement for up to two (2)

additional years as further described herein. MDX may extend the Agreement in increments of time satisfactory to MDX and in accordance with its needs.

IV. CHANGES IN THE SERVICES

A. Before making any additions or deletions to the Services described in the Scope of Services in the Solicitation Documents, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be deemed to include any supplement hereto. Unless otherwise agreed to by MDX in writing, the Method of Compensation shall apply to all Supplemental Agreements.

B. When MDX requires services, which are not covered by a price in this Agreement and MDX finds that such service is essential to the satisfactory completion of this Agreement within its intended scope, MDX will make an adjustment to this Agreement. The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable, upon discussion and agreement with the Consultant in writing and in accordance with the relevant provisions of this Agreement, including but not limited to, the Method of Compensation.

C. A Supplemental Agreement shall be executed by MDX and the Consultant for any additional service not contained in this Agreement. Consultant shall not commence such additional service prior to the issuance of a Notice to Proceed for such additional service.

V. SERVICES NOT AUTHORIZED BY THE AUTHORITY

The Consultant shall not perform any Services described in the Scope of Services that are not covered by a Notice to Proceed.

VI. CLAIMS FOR EXTRA SERVICES

In any case where the Consultant deems that extra compensation is due it for services not covered in this Agreement, the Consultant shall notify the Authority in writing within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Consultant hereby agrees to waive the claims for such extra compensation. Such notice by the Consultant shall in no way be construed as proving the validity of the claim.

VII. COMPENSATION AND PAYMENTS

The Authority shall compensate the Consultant for services performed under this Agreement, as described in the Method of Compensation, attached hereto and incorporated herein as Exhibit "C".

VIII. MDX PROJECT FUNDING

This Agreement is subject to the availability of funds in the MDX budget for each fiscal year of this Agreement. MDX will require written authorization from MDX's Chief Financial Officer ("CFO") that funds are available prior to entering into any contract, task authorization or other binding commitment of funds. MDX will not, during any fiscal year, expend money on projects not approved by the CFO, incur any liability or enter into any contract or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year. If MDX enters into such a contract in writing, in violation of this section, such contract or task authorization is null and void, and MDX will not make any payments thereunder. Nothing herein contained prevents MDX from executing contracts or task authorizations for a period exceeding one (1) year, but MDX will make such contracts or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

IX. SCHEDULE AND DELAYS

A. At the request of the Authority, the Consultant agrees to provide Project schedule progress reports in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be at all times advised, at its request, as to the status of Services being done by the Consultant and of the details thereof. Close collaboration and cooperation shall be maintained by the Consultant with representatives of the Authority or other agencies interested in the Services on behalf of the Authority. Either party to the Agreement may request and be granted a conference.

B. NOT USED

C. Once issued a Task Authorization, it shall be the responsibility of the Consultant to monitor and ensure that sufficient time remains in which to complete the requested Services. In the event any delays occur that would affect the Completion Date, as defined by the Contract Documents, the Consultant shall submit a written request to the Authority which identifies the reason(s) for the delay and the amount of time related to each reason. The Authority shall review the request and make a determination as to granting all or part of the requested extension.

D. In the event time for performance expires and the Consultant has not requested, or if the Authority has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for Services performed subsequent to the date time expires until a time extension is granted or all Services has been completed and accepted by the Authority.

E. All financial records relating to the Contract shall be reconciled no later than forty-five (45) days prior to the end of every MDX fiscal year (June 30 of the current year).

X. FORCE MAJEURE

The failure of either the Authority or the Consultant to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Consultant will receive no additional compensation.

XI. BOOKS, RECORDS AND CORRESPONDENCE

A. Pursuant to the Section of the Solicitation Documents entitled "Audit and Examination of Contract Records and Proposal Records", such records are to be kept on file by the Consultant for the entire term of the Agreement and for a period of three (3) years after the later of: (i) the end of the term of the Agreement; or (ii) until all claims (if any) regarding the Agreement are resolved. At the end of the three (3) year period Consultant shall turn over all records to MDX.

B. Such records shall include, but not be limited to, time sheets, task authorizations, direct expense reimbursable records, and contract files. Such records shall also include the Consultant's general accounting records relating to its obligations under this Agreement and the Project Records, together with supporting documents and records of the Consultant and all Subconsultants/ Subcontractors performing Services under this Agreement and all other records of the Consultant and Subconsultants/Subcontractors considered necessary by the Authority for a proper audit of all costs associated with this Agreement.

C. Copies of all written correspondence between the Consultant and any party pertaining specifically to the Agreement shall be provided to MDX for their records within two (2) weeks of the receipt or mailing of said correspondence.

D. To the extent that the Services under this Agreement requires access to proprietary or confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

E. Consultant shall reconcile all financial records for the Agreement within forty-five (45) days prior to the end of each MDX fiscal year.

F. All documents prepared or obtained by the Consultant in performance of this Agreement, including but not limited to any work product of the Consultant, reports, studies, financing plans and/or data, including any analysis related thereto, whether in paper or electronic format (including but not limited to PDF, Word, Excel or any other

format), shall be considered works made for hire and shall become property of MDX without restriction or limitation on their use, except proprietary information, tools or materials that do not contain information related to MDX delivered by the Consultant during its performance of the Services. Therefore such documents as described above shall be made available by the Consultant within seven (7) business days upon request by MDX at any time. The Consultant therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Agreement. MDX shall have the right to visit the offices of the Consultant for review at any time. The Consultant shall not be liable for use by MDX of said documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

XII. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

A. MDX shall maintain the right to inspect the Services performed by the Consultant and request any documentation from the Consultant to ensure quality products and services are being provided. The Consultant shall make available to the Authority, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices.

B. Consultant acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

XIII. TERMINATION

A. This Agreement may be terminated by either party by mutual agreement in writing.

B. Should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching party may terminate this Agreement upon a minimum of seven (7) days written notice. In the event of termination, due to no fault of the Consultant, the Consultant shall be paid for services performed to the termination date, including reimbursements, if any.

C. If the Authority determines that the performance of the Consultant is not satisfactory, the Authority shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time.

D. The performance of Services under this Contract may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that such termination is in the best interest of MDX. The Authority shall notify the Consultant of such termination with instructions as to the effective date of termination, which effective date shall not be less than thirty (30) days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Consultant shall be entitled to payment for Services completed to the

date of termination only.

E. Notwithstanding the rights of the Authority to terminate this Agreement as described elsewhere in this Agreement, the Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Consultant and the Authority may withhold any payment due to the Consultant up to the amount of damages claimed by the Authority for the purpose of set-off, until such time as the exact amount of damages due to the Authority is agreed upon or otherwise determined.

F. The Authority reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

G. If this Agreement is terminated before performance is completed, the Consultant shall be paid for Services satisfactorily performed in accordance with the terms of this Agreement, except as stated in this Section or except for those amounts in dispute.

XIV. CONSULTANT'S PERFORMANCE

A. The Authority will conduct annual contract performance evaluations (the "Annual Evaluation") of the Consultant. The Annual Evaluation shall be conducted by the MDX Staff and shall be a review of the Services performed by the Consultant for the past year of the Contract as it relates to the existing contractual responsibilities of the Consultant under this Agreement. Notwithstanding the foregoing, MDX at its absolute discretion may perform mid-year evaluations, if deemed necessary, in the same manner as described herein.

B. The Consultant's performance will be evaluated using the MDX Consultant Performance Evaluation Policy ("CPE Policy") described in the MDX Procurement Policy. In the event of any conflicts between this Section and the CPE Policy, the CPE Policy shall govern. The Consultant shall become familiar with and comply with the CPE Policy.

XV. CONSULTANT AND CONSULTANT'S EMPLOYEES

A. The Consultant shall maintain an adequate, dedicated and competent professional staff and shall remain authorized at all times to do business within the State of Florida. Initial staff classifications for the Consultant and Subconsultants/Subcontractors shall be approved in writing by MDX. Any subsequent changes in personnel shall require prior written approval from MDX. The Consultant shall not reclassify any of its staff without the prior written approval from MDX. For the purpose of rendering the Services hereunder, the Consultant may associate with specialists, however such association shall be at no additional cost to the Authority, other than those costs negotiated within the limits and terms of this Agreement. Should the Consultant desire to utilize specialists, the Consultant is fully responsible for the satisfactory completion of all subcontracted Services. The Consultant, however, shall not sublet, assign or transfer

any Services under this Agreement, to any person other than the key personnel approved by MDX prior to the issuance of the Notice to Proceed and any Task Authorizations, without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.

B. The Consultant shall ensure that all subcontracts entered into with its Subconsultants/Subcontractors grant the Authority all of the rights and privileges of such subcontract, including but not limited to (so long as the Authority is not in default of its obligations under this Agreement) the Authority's right to secure materials or services from the Subconsultant/Subcontractor which might be a part of the Subconsultant/Subcontractor's work production.

C. The Services shall be performed and directed by the key personnel identified by the Consultant and approved by MDX. Any changes in such key personnel or professional staff, shall be submitted along with applicable resumes for review and approval by MDX. The Consultant shall maintain throughout the term of this Agreement, key personnel and a professional staff that meets the minimum training and experience required by the Solicitation Documents.

D. MDX will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by MDX, if it is determined that the Consultant knowingly employs unauthorized aliens.

E. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration monetary or non-monetary, contingent upon or resulting from the award or making of this Agreement. It is further understood and agreed that the term "fee" in the paragraph above shall also include brokerage and finder's fees, however denoted.

F. Not used

G. For the breach or violation of paragraph E above, the Authority shall have the right to deduct from this Agreement or Task Authorization price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration or may in its sole discretion pursue any other remedies available to MDX including termination of this Agreement.

H. The Consultant shall require that all of its employees are competent, careful, and reliable. All workers shall have the skills, competence and experience necessary to properly perform the Services as required by this Agreement.

I. If, in the opinion of MDX, any person employed by the Consultant is not qualified to perform the Services or is insubordinate, disorderly, disrupts, or is detrimental to the

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progress of the Services, such person shall be immediately removed from the Project by the Consultant upon written direction from MDX. Such person shall not be employed again on the Project without the written permission of MDX. If the Consultant fails to immediately remove such person, MDX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Services until the person is removed.

The Consultant shall protect, indemnify, and hold harmless MDX, its agents, officers and employees from any and all claims, actions, or suits arising from such removal, discharge, or suspension of a Consultant employee based on the direction of MDX.

J. If before the Notice of Award is issued or at any time during the Project, MDX has a reasonable objection to any of Consultant's proposed key personnel, after due investigation, then MDX may request the Consultant to submit an acceptable substitute at no additional cost to MDX. If the Consultant declines to make any such substitution, then MDX may cancel this Agreement. If MDX does not make a written objection to the list of Consultant's key personnel prior to the giving of the Notice to Proceed, then such list will be deemed acceptable to MDX, subject to revocation hereunder. Any of Consultant's key personnel failing to meet the above requirements shall be replaced by the Consultant at no additional cost to MDX, and are subject to MDX prior approval.

XVI. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

A. This Section shall apply to the Consultant, its Subconsultants/Subcontractors and any other agent or employee engaged by the Consultant. The Consultant agrees to incorporate the provisions of this section and the section of the Solicitation Documents entitled "Conflicts of Interest" in any subcontract into which it might enter with reference to the Services performed for this Contract and as it relates to the Services performed for the Project. MDX at its sole discretion may conduct an audit of the Consultant's compliance of its obligations under this section.

B. The Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full. The Consultant shall also abide by the MDX Code of Ethics and provisions of the executed Vendor's Bill of Rights and Responsibilities.

C. The Consultant shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency, other than the Florida Department of Transportation (the "Department") or any district or office thereof (collectively, the "Department"), on any matter where such party's interest may be adverse to the Authority without the prior written permission of the Authority.

In the event the Consultant desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's

interest may be adverse to the Authority, it shall promptly inform the Executive Director of the Authority in writing of the party it wishes to represent and of the nature of the proposed representation. The Authority, in its sole and absolute discretion may preclude the Consultant from simultaneously representing the Authority and another party when the Authority determines that representation of such other party may be adverse to the Authority's interest.

In making such determination, the Authority shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of the Authority. Should the Consultant fail, after five (5) days' notice, to cure a conflict as determined by the Authority, the Authority shall have the right to terminate this Agreement.

D. Notwithstanding anything in this Section to the contrary, in the event that the Consultant shall be engaged or shall otherwise be participating in any matter where the interests of the Authority and the Department may conflict, the Consultant shall promptly inform the Authority's Executive Director and the Secretary of the applicable District of the Department in writing of the conflict or potential conflict between the Authority and the Department. The Authority and the Department shall confer and determine between themselves as to whether the Consultant shall represent the Authority or the Department in such matter. The Consultant agrees to abide by each such determination.

In the event that such determination shall cause the Authority or the Department to incur any increased costs due to its inability to retain the Consultant for a particular matter, the Consultant shall promptly pay such costs upon being invoiced therefore by the Authority or the Department, as the case may be. Absent manifest error, the determination of the Authority or the Department, as the case may be, of such increased costs shall be final and binding on the Consultant.

As used in this Section, the term "increased costs" shall mean (i) administrative costs incurred by the Authority or the Department, as the case may be, including but not limited to legal fees, associated with the retention by either of a consultant to perform the services that would have been performed by the Consultant absent such conflict of interest, and (ii) the difference between the amount paid by the Authority or the Department, as the case may be, to such replacement consultant to perform such services and the amount that would have been paid by the Authority or the Department, as the case may be, to the Consultant to perform such services. MDX and the Consultant shall use their best efforts to mitigate the conflict and any increase in costs. In the event of such conflict MDX shall attempt to mitigate an increase in costs by replacing the Consultant from the Pool of Consultants providing the Services herein. Additionally if any conflict with the Department arises during a transaction as a result of an act by MDX, Consultant may not be liable for payment of increased cost so long as it had fully disclosed all known or anticipated conflicts as required herein. In the event of a dispute between the parties, the parties agree to mediation prior to any litigation to resolve said dispute.

E. The Authority is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with the Authority relating to this Project shall familiarize themselves with the Chapter 112, Florida Statutes, the MDX Procurement Policy and with general Florida law regulating the Authority's ethical requirements, prohibitions and limitations with respect to procurement and contracts.

F. The Consultant agrees that it shall make no statement, press releases, or other publicity of any kind concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Authority and securing its consent in writing. The Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, it being understood that under the provisions of this Agreement such data or information is the property of the Authority.

G. The Authority shall have the right to unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Agreement.

H. Conflicts of Interest:

(1) The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Consultant has disclosed in writing to MDX all such relevant information relating to the Consultant, its employees, its agents or any of its Subconsultants or Subcontractors. "Organizational Conflict of Interest" means: (i) because of other activities or relationships with other persons or consultants, the Consultant, its employees, agents or Subconsultants/ Subcontractors or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to MDX; (ii) the Consultant's, or any of its employees, agents, Subconsultants or Subcontractors or their respective employees, objectivity in performing the Services is or might otherwise be impaired; and (iii) the Consultant, its employees, agents, Subconsultants or Subcontractors or their respective employees, has/have an unfair competitive advantage. A Personal Conflict of Interest is defined as a relationship of an employee, Subconsultant or Subcontractor, or the employees of a Subconsultant or Subcontractor with an entity that will or may impair the objectivity of the employee, Subconsultant or Subcontractor employee, or Subconsultant or Subcontractor in performing the Services.

(2) Prior to commencement of any Services, or immediately after becoming aware

of a Conflict of Interest, whichever is sooner, the Consultant agrees to notify MDX's Executive Director either (i) that, to the best of its knowledge and belief, no Conflict of Interest exists, or (ii) to identify to MDX any Conflict of Interest the Consultant or its agents, employees, Subconsultants or Subcontractors may have. In emergency situations, however, Services may begin, but notification of Conflicts of Interest shall be made in writing to MDX's Executive Director within five (5) working days.

(3) The Consultant agrees that if a Conflict of Interest is identified during performance, the Consultant will immediately make a full disclosure in writing to MDX's Executive Director. This disclosure shall include a description of actions, which the Consultant has taken or proposes to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. The Consultant shall discontinue any relevant performance until notified by MDX's Executive Director of any contrary action to be taken.

(4) MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement. If the Consultant was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by the Consultant, MDX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, debar the Consultant from servicing MDX under this Agreement, or pursue such other remedies as may be permitted by law or this Agreement.

(5) The Consultant shall prepare and submit a Conflict of Interest (COI) Plan within twenty (20) business days after the execution of this Agreement or any other time requested by MDX, which outlines the procedures in place to avoid, neutralize or mitigate Conflicts of Interest, whether actual or potential, personal or organizational, throughout the period of performance of the Agreement. The Consultant's COI Plan is a document which describes the procedures the Consultant uses to identify and report COIs. Generally, a corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a Conflict of Interest is identified. The plan shall be evaluated and approved by MDX. The plan shall address step by step the checks and balances in place to detect any potential or actual Conflicts of Interest that could result from activities covered in the Scope of Services. The COI Plan shall be submitted to the Budget & Finance Committee for review.

(6) The Consultant's obligations with regard to providing notice of Conflict of Interest situations shall apply until the expiration date of this Agreement. Consultant agrees to:

a. Immediately notify MDX's Executive Director when the Consultant becomes aware of any Conflicts of Interest.

b. Immediately notify MDX's Executive Director prior to incurring costs for any Services when a Conflict of Interest situation may or does exist. In the event that the Conflict of Interest does not become known until after performance of the Agreement begins, the Consultant shall immediately notify MDX's Executive Director of the Conflict of Interest. The Consultant shall cease performance of this Agreement until notified by MDX's Executive Director of the appropriate action to be taken.

(7) The parties to this Agreement agree that the Consultant will be restricted in its future contracting in the manner described below.

a. The Consultant may be ineligible to participate in any MDX solicitations and ensuing MDX contracts, either as a prime Contractor or Subconsultant/Subcontractor.

b. The Consultant, during the life of this Contract, shall be ineligible to enter into any contract with individuals or firms to perform services on projects related to the Services performed under this Agreement unless otherwise authorized in writing by MDX's Executive Director.

c. The Consultant agrees in advance that if any bids/proposals are submitted for any services that would require written approval of MDX prior to entering into another contract subject to the restrictions of this Section, then the bids/proposals are submitted at the Consultant's own risk. Therefore, no claim shall be made against MDX to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the other contract is denied or approved.

(8) A review process available to the Consultant when an adverse determination is received shall consist of a request for reconsideration to MDX's Executive Director or a request for review submitted to MDX's Budget & Finance Committee. An adverse determination resulting from a request for reconsideration by the MDX Executive Director will not preclude the Consultant from requesting a review by MDX's Budget & Finance Committee. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) calendar days after receipt of the initial adverse determination:

(9) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder, provisions which shall conform substantially to the language of the subsection entitled "Conflicts of interest", including this paragraph. The Consultant may request in writing that MDX's Executive

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Director exempt from this Conflicts of Interest subsection a particular Subconsultant or Subcontractor agreement for certain technical or consultant services. MDX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(10) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder the requirement that any Subconsultant or Subcontractor who performs Services as a Subconsultant or Subcontractor pursuant to this Agreement and wishes to submit a proposal or bid, either as a prime consultant/contractor or as a Subconsultant/Subcontractor on any MDX procurement, shall request in writing a determination from MDX that they may participate in the specific MDX procurement prior to the proposal or bid submittal date. Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subconsultant or Subcontractor's proposal being deemed non-responsive.

XVII. CONFIDENTIALITY

To the extent that the Services under this Agreement requires access to proprietary or confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

XVIII. CONVICTED VENDORS LIST

A. The Consultant represents that it is not currently on the convicted vendor list, as described in the Section of the Solicitation Documents entitled, "Public Entity Crime Information Statement" and that it shall notify MDX immediately if, during this Agreement, it is placed on said list. The Consultant agrees that placement on said list constitutes grounds for immediate termination of this Agreement by MDX.

B. By submittal of a proposal or bid and subsequent execution of this Contract, Consultant represents and certifies that he or she has not been convicted or has not plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs.

If Consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Services, but also to the principal officers and owners of the business organization. The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Consultant in regards to this certification.

XIX. INSURANCE

A. The Consultant shall furnish to the Authority's Executive Director or his or her delegate prior to the commencement of any Services under this Agreement, certificate(s) of insurance as required by the Solicitation Documents. Required insurance types and limits are contained in the Solicitation Documents.

B. If insurance coverage is scheduled to expire during the Contract Term, the Consultant shall be responsible for submitting insurance certificates to the Authority before such expiration that evidence renewal or replacement of the expiring coverage(s). In the event that expired coverage(s) are not replaced with new or renewed coverage(s) that cover the Initial Term or any Option Term, the Authority shall suspend this Agreement and all Services associated with this Agreement until certificates evidencing the replacement or renewed coverage(s) are received by the Authority; provided however, that this suspension period shall not exceed ten (10) calendar days, as determined solely by MDX (the "Suspension Period"). At the end of the Suspension Period, the Authority may, at its sole discretion, terminate the Agreement for cause, as described in the Section of this Agreement, entitled, "Termination."

XX. COMPLIANCE WITH LAWS

The Consultant, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

XXI. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

A. If any dispute regarding Consultant claims arising hereunder or relating to the Agreement (and the Consultant's Services hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

B. In order for the Consultant to be the prevailing party, the Consultant must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with MDX. If Consultant fails to do so, MDX will be deemed the prevailing party in such litigation.

C. For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Consultant for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to MDX (exclusive of interest, costs or expenses) on claims asserted by MDX against the Consultant in connection with the Agreement; and (ii) any amount offered in settlement

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Initials (Consultant)

prior to initiation of Consultant litigation (exclusive of interest, cost or expense).

D. The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to MDX by the Consultant (disputed by MDX) which have not otherwise been resolved through ordinary close-out procedures of a Task Authorization and/or this Agreement prior to the initiation of litigation. Consultant claims or portions thereof, which MDX agreed to pay or offered to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If the Consultant submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Consultant's claim(s).

E. Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to MDX through and including trial, appeal and collection.

F. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

G. The term "litigation" shall include mediation proceedings and arbitration.

H. As a condition precedent to litigation, the Consultant shall have first submitted its claim (together with supporting documentation) to MDX, and MDX shall have had sixty (60) days thereafter within which to respond thereto.

I. The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, MDX and the Consultant agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

J. Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

K. No court proceedings on any claim may be filed until the parties have first participated in mediation.

L. All Services shall be performed by the Consultant in accordance with sound business and accounting practices to the satisfaction of the Authority. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality, amount and value thereof; and its determination upon all claims,

questions and disputes shall be final and conclusive upon the parties hereto. Adjustment of compensation and Agreement time because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of the Authority and any such adjustments shall be evidenced by Supplemental Agreements between the parties in accordance herewith.

M In the event that the Consultant and MDX are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental Services desired by MDX, the Consultant will be obligated to proceed with the supplemental Services in a timely manner for the amount determined by MDX to be reasonable. In such event, the Consultant will have the right to file a claim with MDX for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Consultant from the obligation to timely perform the supplemental Services.

XXII. PROHIBITION ON ASSIGNMENT

Consultant is hereby prohibited from assigning this Agreement without the express prior written consent of the Authority which consent may be withheld at the Authority's sole and absolute discretion.

XXIII. INDEMNITY

The Consultant agrees that this Section of the Agreement supersedes the Section in the Solicitation Document entitled "Indemnification"

The Consultant shall be required to defend (if allowed by law), indemnify and hold harmless, Owner (MDX), and all of Owner's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or subcontractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant shall also be required to defend (if allowed by law), indemnify and hold harmless, the Florida Department of Transportation (in its capacity as titleholder of the MDX System) ("FDOT") and all of FDOT's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultant/Subcontractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant's obligation to defend (if allowed by law), and indemnify the Owner or FDOT shall be triggered by Owner's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the Consultant's duty to indemnify within seven (7) days after such notice by Owner is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted

specifically finding Owner solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of the Owner. The Consultant shall pay all costs and fees related to this obligation and its enforcement by Owner. Owner's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify. Unless otherwise directed by MDX, the Consultant shall have the ability to control the defense of any claim for which indemnification is made, including the right to settle provided that the Consultant makes no admission of liability on the part of MDX.

The Consultant shall provide written evidence that a complete copy of the Solicitation Documents, and any resulting Contract, has been delivered to the insurance company underwriting each insurance policy herein required of the Consultant.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant/Subcontractor, in connection with the Contract. The Owner's final acceptance and payment does not release the Payment and Performance Bonds until all such claims are paid or released (as applicable).

The parties agree that one percent (1%) of the total compensation to the Consultant for performance of this Agreement is the specific consideration from Owner to the Consultant for the Consultant's indemnity agreements.

XXIV. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by MDX.

XXV. CONSTRUCTION OF LANGUAGE

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

XXVI. EXECUTION OF THE AGREEMENT

If the Consultant is a firm or company owned by an individual, this Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor. If the firm is a Partnership, this Agreement shall be executed in the name of the partnership by the manual signature of the general partner. If a corporation, the Agreement shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President or the Vice-President. If a joint venture, the Agreement shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

XXVII. CHOICE OF LAW

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

B. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

C. In the event of any litigation arising out of this Agreement, the Consultant agrees that service of process on the Consultant may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Consultant shall notify the Authority in writing within thirty (30) days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

XXVIII. WAIVER OF TRIAL BY JURY:

Consultant and the Authority hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party.

XXIX. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Authority or the Consultant other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the parties or the successor(s).

XXX. NOTICE

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a party directs in writing that notices shall be provided to it at another location:

To the Authority:
Helen M. Cordero
Manager of Procurement & Contracts Administration
Miami-Dade County Expressway Authority (MDX)
3790 Northwest 21st Street
Miami, Florida 33142

With a copy to:
MDX General Counsel
Pamela Leslie
Miami-Dade County Expressway Authority (MDX)
3790 Northwest 21st Street
Miami, Florida 33142

To the Consultant: Nick Serianni, Sr. Vice President
Jeffrey A. Parker and Associates, Inc.
11494 NW 71 Street
Miami, Florida 33178
ns@japarker.com
305-592-8600
786-331-8069

XXXI. DEFINED TERMS

Capitalized terms used herein, unless otherwise specifically defined in this Agreement, shall have the meaning ascribed to them in the Contract Documents.

XXXII. SECTION HEADINGS

Any headings preceding the texts of the Sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

XXXIII. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

MIAMI-DADE EXPRESWAY AUTHORITY

Approved:

By: _____
Marle Schafer, CPA
Director of Finance/CFO

Approved as to Legal Form and Sufficiency

By: _____
Pamela S. Leslie, Esq.
General Counsel

_____
Javier Rodriguez, P.E.
Executive Director

Approved by MDX Board: February 24, 2009

JEFFREY A. PARKER & ASSOCIATES, INC.

BY: _____
Authorized Officer of Consultant

Print Name: JEFFREY A. PARKER

Title: PRESIDENT

ATTACHMENTS

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

Exhibit A	Solicitation Documents – RFQ-09-02*
Exhibit B	Consultant's Proposal *
Exhibit C	Method of Compensation (MOC)
Exhibit D	Consultant Performance Evaluation Form (in compliance with Article 12 of the MDX Procurement Policy)**
Exhibit E	MDX Code of Ethics**
Exhibit F	MDX Travel Policy**

* Provided in Electronic Format
** Copy located on MDX web site.

EXHIBIT A
SCOPE OF SERVICES

As part of its Strategic Objectives and as a means to deliver its work program, MDX may seek public-private and/or public-public partnerships to fund and deliver specific project(s). In order to ensure that MDX is properly positioned to seek and evaluate such funding and project delivery alternatives, MDX is seeking the services of a qualified professional to serve as a Project Finance Initiative Advisor (PFIA).

The PFIA will be a key consultant to MDX in developing the optimal business model and financial structure for a potential P3/P4 project(s) under consideration by MDX (the "Project"). The PFIA will assist in the development of the financial aspects of the Project and the related procurement and contract documents. The PFIA must be able to demonstrate broad experience with various project financing methods for toll roads or other transportation projects. The PFIA must demonstrate the knowledge and use of detailed financial market knowledge. The PFIA will be expected to provide advice across a vast spectrum of issues in the structuring, analysis, evaluation, documentation, development and negotiation of the P3/P4 partnership as well as other acceptable delivery options.

The services to be provided by the PFIA included, but are not limited to, the following:

- Review and comment on the Project's current financial model as well as assumptions that have been used to establish such a model. Develop a refined financial model and utilize the refined model to assess various Project sensitivities, both on the cost and revenue.
- Assist with providing research and specific financial information to assist the Authority in the formation of policies for the implementation of Projects.
- Assist in the transactional and technical aspects of implementation of a Public Private Partnership Program.
- Suggest ideas to effectively attract qualified proposers, and maximize competition during the procurement phase.
- Assist with developing financial evaluation criteria and submission requirements for the Project procurement.
- Assist in the evaluation of financial elements of the proposals received from either public and/or private options.

- Develop a detailed and optimum deal structure based on either the public-public or public-private partnership model and other financial delivery options subject to Florida Statutes. Assess and advise on expected capital structure, financing instruments and opportunity for innovative financing.

- Assist the Authority with the financial elements of any applications made to any Federal Agency for assistance related to the Project.

- Assist the Authority with briefing the rating agencies on the Project and its financial structure.

- Assist with the financial evaluation of proposals received in response to a procurement or unsolicited proposals. Develop a basis upon which to assess whether the proposals provide a superior means to deliver the Project as compared to other methods. Provide a report in order to communicate such evaluation and assessment.

- Assist the Authority and legal counsel in developing the financial requirements and elements of the agreement.

- Assist the Authority and the legal counsel in connection with the negotiation of the terms of the agreement.

- Develop, prepare, and present financial briefing materials and reports as necessary to ensure proper communication to various audiences.

- Provide analysis and advice from a market perspective with respect to tolling issues, including toll rates and tolling policies and rules.

- Assist in the assessment of material risks, including assisting the Authority and the legal counsel in developing an optimal risk allocation model/matrix that allocates risks.

- Assist with transition planning and development of appropriate financial oversight procedures to administer the public-private agreement.

- As requested, participate in debriefings of unsuccessful proposers.

- Coordinate and communicate with other Authority's consultant, including, but not limited to, legal counsel, general engineering consultants (GEC), other financial consultants, rating agencies and traffic and revenue consultants.

- As requested by the Authority, support administrative tasks necessary to complete the procurement process
- Provide other advice and deliverables as required to meet Project objectives.
- Other duties as assigned related to the financial analysis of a Public-Private Partnership agreement or other Project agreement.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
MDX PROCUREMENT/CONTRACT NO.: RFQ-09-02
PROJECT FINANCE INITIATIVE ADVISORTY (PFIA) SERVICES

EXHIBIT C OF PSA
METHOD OF COMPENSATION

The Authority agrees to pay the Consultant for the Services, as authorized, and compensation is to be made in the manner described herein.

Task Authorizations:

The Authority shall issue the Consultant Task Authorizations, on an as needed basis, which may be specific for a task or be general in nature. Task Authorizations shall include a not-to-exceed fee for the Services to be performed under that Task Authorization inclusive of costs and expenses for the Services pursuant to said Task Authorization.

The method of compensation will be determined at issuance of each Task Authorization and paid in accordance with the provisions of such Task Authorization and the Agreement.

- **Flat Fee:** MDX and the Consultant may agree on a flat fee amount for a Task Authorization. The Consultant shall perform all the services described in such Task Authorization and be compensated solely the amount stipulated in the Task Authorization.
- **Hourly Rate:** MDX may issue the Consultant a Task Authorization for services to be provided as allowed under the provisions of the Scope of Services. The Consultant Staff's time and allowable expenses may be billed using the hourly rates included herein.

The Consultant will always perform the Services in the most expeditious manner and will complete the required services within such reasonable time requirements, and reasonable written instructions, as may be requested or provided by the MDX in each Task Authorization. The Consultant shall not perform any Services that have not been previously authorized by a fully executed Task Authorization.

Invoice Submittal:

Payments to the Consultant will be made by the Authority on either one of the following basis as may be specified in the Task Authorization:

1. Monthly invoices submitted by the Consultant for appropriate costs/expenses during the billing period. Consultant shall submit invoices no more than thirty (30) calendar days after the end of the billing period. Payment for out-of-pocket expenses, directly related to services performed, shall be invoiced as a pass-through to the Authority and, to the extent practicable, include receipts or other evidence that the expenses have been incurred. Invoices for fees or other compensation for services or expenses shall be submitted to the Authority in detail sufficient for a proper pre-audit and post audit thereof.

2. One time payment once the Services have been received and approved by MDX to its satisfaction in accordance with the requirements of the Task Authorization. Payment for out-of-pocket expenses, directly related to services performed, shall be invoiced as a pass-through to the Authority and, to the extent practicable, include receipts or other evidence that the expenses have been incurred.

The Consultant shall submit with each invoice, per Task Authorization, a progress report as justification for billable time. The Authority shall be entitled, at all times, to be advised, at its request, as to the status of services being performed by the Consultant, and the details thereof.

When submitting any invoice, the Consultant shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the invoice is submitted in good faith, that the supportive data are accurate and complete to the Consultant's best knowledge and belief, and that the amount of the invoice accurately reflects what the Consultant in good faith believes to be MDX's liability. Such certification must be made by an officer or director of the Consultant with the authority to bind the Consultant. The Consultant also agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Consultant in said invoices.

Consultant shall not bill MDX for time expend in the preparation of invoices.

Travel Expenses:

Whenever reimbursement is sought for travel expenses on behalf of MDX, a written pre-approval by the Executive Director or his delegate is required, and such pre-approval shall accompany invoices which shall be submitted and paid in accordance with Section 112.061, Florida Statutes and the MDX Travel Policy, as may be amended from time to time. MDX will not pay Consultant for travel time.

Other Terms & Conditions:

The Consultant guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any Subconsultant in connection with the Agreement.

The Contract or Task Authorization will be considered completed when all Services and any corrections to the Services, if required, has been accepted by MDX.

Nothing in this Section is intended to replace or amend the Section of the Solicitation Document entitled "Payments to Consultant."

The Consultant agrees to be bound by MDX's Invoice Dispute Resolution Procedure, as amended.

The multiple staffing of Consultant at meetings will not be compensated unless the Consultant has received written authorization from the MDX Executive Director or his designee for attendance of more than one representative prior to the meeting.

Contract Audit:

If requested, the Consultant shall permit MDX to perform or have performed an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the Services. In the event funds paid to the Consultant under the Contract are subsequently properly disallowed by MDX because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed funds are due to MDX upon demand. Further, MDX shall have the right to deduct, from any amount due the Consultant under any other contract, any amount due MDX under the Contract. Final payment to the Consultant shall be adjusted for audit results.

Compensation Rates: **JEFFREY A. PARKER & ASSOCIATES, INC.**

MDX shall compensate the Consultant for the Services, subject to the established not-to-exceed Contract Amount, in accordance with the following hourly rates as may be applicable:

Person	Title	Rate
Jeffrey Parker	President	$ 375
Michael Parker	Managing Director	$ 340
Anne Hird Rabin	Managing Director	$ 375
Nick Serianni	Senior Vice President	$ 340
Robert Bannister	Vice President	$ 295
Thomas Kellerman	Vice President	$ 295
Tuyen Mai	Director	$ 260
Mary DiCarlantonio	Manger	$ 215
Silviu Dochia	Senior Associate	$ 210
Sub/JPA		
Engel	Special Advisor to JPA	$ 325
Ramirez		
Carlos Desmaras	Senior Vice President	$ 275
Wifredo Gort	Senior Vice President	$ 275
Itay Feldman	Vice President	$ 275

Other Rates as may be applicable	
Principals	$ 400
Senior Consultants	$ 340
Consultants	$ 275
Associate/Analyst	$ 195
Administrative	$ 65
SVP Ramirez	$ 300
VP Ramirez	$ 300

The hourly rates may be increased by 3% starting July 1st, 2010, and yearly thereafter.

MOC

MDX PROCUREMENT/CONTRACT NO. RFQ-09-02
PROJECT FINANCE INITIATIVE ADVISORY (PFIA) SERVICES
ORAL PRESENTATION TABULATION SHEET

NAME OF FIRM	AVERAGED TECHNICAL PROPOSAL SCORE	AVERAGED TECHNICAL PROPOSAL SCORE X 80%	AVERAGED ORAL PRESENTATION SCORE	AVERAGED ORAL PRESENTATION SCORE X 20%	TOTAL AVERAGED SCORE	RANKING
Crowe Horwath, LLP	0.00	0.00	0.00	0.00	0.00	6
Deloitte Canada, LLP	89.80	71.84	85.40	17.08	88.92	4
Goldman, Sachs & Co. Limited	92.40	73.92	93.00	18.60	92.52	2
Jeffrey A. Parker & Associates, Inc.	93.20	74.56	96.40	19.28	93.84	1
KPMG Corporate Finance LLC	90.80	72.64	96.00	19.20	91.84	3
Public Financial Management, Inc.	84.00	67.20	86.60	17.32	84.52	5

MOX PROCUREMENT/CONTRACT NO. RFO-99-07
PROJECT FINANCE INITIATIVE ADVISORY (PFIA) SERVICES
TECHNICAL PROPOSAL TABULATION SHEET

NAME OF FIRM	TECHNICAL EVALUATION COMMITTEE MEMBERS	QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER (MP 15 POINTS)	QUALIFICATIONS AND EXPERIENCE OF THE PERSONNEL (MP 25 POINTS)	TECHNICAL, COMPUTER MODELING, FINANCIAL ANALYSIS & ECONOMETRIC PROJECTS CAPABILITIES (MP 15 POINTS)	ACCESSIBILITY AND AVAILABILITY TO MOX (MP 10 POINTS)	TECHNICAL REFERENCES BASED ON REFERENCES OF FORMER AND CURRENT CLIENTS (MP 20 POINTS)	EFFECTIVE COMMUNICATION OF COMPLEX FINANCIAL (MP 15 POINTS)	TOTAL TECHNICAL SCORE	AVERAGED TECHNICAL PROPOSAL SCORES	RANKING
Crowe Horwath, LLP	MAURICE FERRE	13.00	18.00	13.00	9.00	8.00	14.00	73.00		6
	JAVIER RODRIGUEZ	15.00	20.00	12.00	8.00	8.00	10.00	73.00		
	MARIE SCHAFER	15.00	20.00	10.00	5.00	5.00	10.00	65.00		
	ALFREDO LURIGADOS	19.00	19.00	12.00	8.00	5.00	10.00	73.00		
	CHARLES PARKINSON	20.00	20.00	10.00	10.00	5.00	10.00	75.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						359.00	71.800	
Deloitte Canada, LLP	MAURICE FERRE	23.00	23.00	15.00	9.00	9.00	14.00	93.00		4
	JAVIER RODRIGUEZ	24.00	24.00	13.00	10.00	10.00	14.00	95.00		
	MARIE SCHAFER	25.00	25.00	10.00	5.00	10.00	10.00	85.00		
	ALFREDO LURIGADOS	23.00	23.00	12.00	8.00	7.00	12.00	84.00		
	CHARLES PARKINSON	23.00	23.00	13.00	10.00	8.00	15.00	97.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						449.00	89.800	
Goldman, Sachs & Co. Limited	MAURICE FERRE	25.00	23.00	15.00	9.00	9.00	15.00	96.00		2
	JAVIER RODRIGUEZ	22.00	24.00	13.00	10.00	9.00	13.00	91.00		
	MARIE SCHAFER	25.00	25.00	10.00	5.00	10.00	10.00	85.00		
	ALFREDO LURIGADOS	25.00	24.00	14.00	7.00	9.00	13.00	92.00		
	CHARLES PARKINSON	25.00	25.00	15.00	8.00	10.00	15.00	98.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						462.00	92.400	
Jeffrey A. Parker & Associates, Inc.	MAURICE FERRE	20.00	23.00	12.00	9.00	9.00	14.00	87.00		1
	JAVIER RODRIGUEZ	24.00	24.00	15.00	9.00	9.00	13.00	94.00		
	MARIE SCHAFER	25.00	25.00	10.00	10.00	10.00	10.00	90.00		
	ALFREDO LURIGADOS	25.00	25.00	14.00	10.00	9.00	14.00	97.00		
	CHARLES PARKINSON	25.00	25.00	15.00	10.00	8.00	15.00	98.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						466.00	93.200	
KPMG Corporate Finance LLC	MAURICE FERRE	20.00	20.00	13.00	9.00	9.00	14.00	85.00		3
	JAVIER RODRIGUEZ	23.00	23.00	14.00	10.00	9.00	13.00	92.00		
	MARIE SCHAFER	25.00	25.00	15.00	5.00	10.00	5.00	85.00		
	ALFREDO LURIGADOS	24.00	24.00	15.00	9.00	10.00	14.00	96.00		
	CHARLES PARKINSON	25.00	25.00	13.00	10.00	8.00	15.00	96.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						454.00	90.800	
Public Financial Management, Inc.	MAURICE FERRE	18.00	19.00	13.00	9.00	9.00	14.00	82.00		5
	JAVIER RODRIGUEZ	21.00	21.00	13.00	8.00	9.00	13.00	85.00		
	MARIE SCHAFER	20.00	25.00	10.00	5.00	5.00	10.00	75.00		
	ALFREDO LURIGADOS	22.00	22.00	12.00	8.00	7.00	12.00	83.00		
	CHARLES PARKINSON	23.00	25.00	15.00	7.00	10.00	15.00	95.00		
		TOTAL TECHNICAL PROPOSAL SCORE & AVERAGE:						420.00	84.000	

MDX PROCUREMENT/CONTRACT NO. RFQ-09-02
PROJECT FINANCE INITIATIVE ADVISORY (PFIA) SERVICES
ORAL PRESENTATION TABULATION SHEET

NAME OF FIRM	TECHNICAL EVALUATION COMMITTEE MEMBERS	PROPOSER'S ABILITY TO PRESENT COMPLEX FINANCIAL ISSUES TO NON-TECHNICAL AUDIENCE (MP 40 POINTS)	PROPOSER'S ABILITY TO DELIVER A CONCISE YET COMPREHENSIVE AND COHESIVE PRESENTATION (MP 40 POINTS)	PROPOSER'S ABILITY TO EFFECTIVELY COMMUNICATE AND SUPPORT A RECOMMENDATION (MP 20 POINTS)	ORAL PRESENTATION SCORE	AVERAGED ORAL PRESENTATION SCORE	RANKING
Crowe Horwath, LLP	MAURICE FERRE				0.00		6
	JAVIER RODRIGUEZ				0.00		
	MARIE SCHAFER				0.00		
	ALFRED LURIGADOS				0.00		
	CHARLES PARKINSON				0.00		
				TOTAL ORAL PRESENTATION SCORE:	0.00	0.00	
Deloitte Canada, LLP	MAURICE FERRE	34.00	33.00	10.00	77.00		5
	JAVIER RODRIGUEZ	36.00	37.00	17.00	90.00		
	MARIE SCHAFER	40.00	40.00	20.00	100.00		
	ALFRED LURIGADOS	35.00	34.00	14.00	83.00		
	CHARLES PARKINSON	30.00	35.00	12.00	77.00		
				TOTAL ORAL PRESENTATION SCORE:	427.00	85.40	
Goldman, Sachs & Co. Limited	MAURICE FERRE	40.00	40.00	20.00	100.00		3
	JAVIER RODRIGUEZ	36.00	37.00	18.00	91.00		
	MARIE SCHAFER	30.00	30.00	20.00	80.00		
	ALFRED LURIGADOS	35.00	35.00	14.00	84.00		
	CHARLES PARKINSON	38.00	38.00	20.00	96.00		
				TOTAL ORAL PRESENTATION SCORE:	465.00	93.00	
Jeffrey A. Parker & Associates, Inc	MAURICE FERRE	38.00	39.00	18.00	95.00		1
	JAVIER RODRIGUEZ	38.00	38.00	19.00	95.00		
	MARIE SCHAFER	40.00	40.00	20.00	100.00		
	ALFRED LURIGADOS	38.00	39.00	19.00	96.00		
	CHARLES PARKINSON	38.00	38.00	20.00	96.00		
				TOTAL ORAL PRESENTATION SCORE:	482.00	96.40	
KPMG Corporate Finance LLC	MAURICE FERRE	38.00	39.00	18.00	95.00		2
	JAVIER RODRIGUEZ	39.00	40.00	19.00	98.00		
	MARIE SCHAFER	40.00	40.00	20.00	100.00		
	ALFRED LURIGADOS	37.00	36.00	18.00	91.00		
	CHARLES PARKINSON	38.00	40.00	18.00	96.00		
				TOTAL ORAL PRESENTATION SCORE:	480.00	96.00	
Public Financial Management, Inc.	MAURICE FERRE	35.00	35.00	10.00	80.00		4
	JAVIER RODRIGUEZ	35.00	36.00	19.00	90.00		
	MARIE SCHAFER	30.00	40.00	10.00	80.00		
	ALFRED LURIGADOS	37.00	35.00	18.00	90.00		
	CHARLES PARKINSON	35.00	38.00	20.00	93.00		
				TOTAL ORAL PRESENTATION SCORE:	433.00	86.60	

THE PORT AUTHORITY OF NY & NJ

November 23, 2009

Jeffrey Parker & Associates, Inc.
1308 Spruce Street
Philadelphia, PA 19107

Attention: Michael Parker, Managing Director

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL FINANCIAL AND BUSINESS ADVISORY SERVICES FOR THE GOETHALS BRIDGE REPLACEMENT PROJECT AS REQUESTED ON AN "AS-NEEDED" BASIS DURING 2009 - 2011 (P.A AGREEMENT #OFA-09-001)

Dear Mr. Parker:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,

Kim Payne
Senior Contract Specialist
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure

One Madison Avenue
New York, NY 10010
T: 212 435 7000

THE PORT AUTHORITY OF NY & NJ

November 17, 2009

Jeffrey Parker & Associates, Inc.
1308 Spruce Street
Philadelphia, PA 19107

Attention: Michael Parker, Managing Director

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL FINANCIAL AND BUSINESS ADVISORY SERVICES FOR THE GOETHALS BRIDGE REPLACEMENT PROJECT AS REQUESTED ON AN "AS-NEEDED" BASIS DURING 2009 - 2011 (P.A AGREEMENT #OFA-09-001)

Dear Mr. Parker:

I am pleased to inform you that your firm has been selected for performance of the subject services.

Transmitted herewith are two copies of the Authority's standard agreement. Please sign both original copies and return them to The Port Authority of New York and New Jersey, Attention: Kim Payne, Senior Contract Specialist, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

Sincerely,

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

Enclosure

One Madison Avenue
New York, NY 10010
T 212 435 7000