

Torres Rojas, Genara

FOI # 12975

From: rclark_72@yahoo.com
Sent: Wednesday, February 01, 2012 1:03 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: richard
Last Name: clark
Company: B of R.S.
Mailing Address 1: 1596 Marco Island Drive
Mailing Address 2:
City: TOMS RIVER
State: NJ
Zip Code: 08753
Email Address: rclark_72@yahoo.com
Phone: 7324730540
Required copies of the records: No

List of specific record(s):

BOOZ,ALLEN,HAMILTON contract for the automatic train control atc project.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

March 16, 2012

Mr. Richard Clark
B of R.S.
1596 Marco Island Drive
Toms River, NJ 08753

Re: Freedom of Information Reference No. 12975

Dear Mr. Clark:

This is a response to your February 1, 2012 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy") for a copy of Booz, Allen, Hamilton contract for the automatic train control atc project.

Material responsive to your request and available under the Policy, which consists of 29 pages, will be forwarded to your attention upon receipt of a photocopying fee of \$7.25 (25¢ per page). Payment should be made in cash, certified check, company check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (2) of the Policy.

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

Sincerely,



Daniel D. Duffy
FOI Administrator

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

Booz | Allen | Hamilton

Booz Allen Hamilton Inc
8283 Greensboro Drive
McLean VA 22102

Tel 1 703 902 5000
Fax 1 703 902 3333

www.boozallen.com

Booz Allen Hamilton Salary Schedule

| | | |
|--|----------------------------------|--------|
| | Senior ATC Engineer | 72.31 |
| | Safety Assurance Engineer | 57.05 |
| | Field Testing/Commissioning Lead | 57.05 |
| | ATC Engineer | 57.05 |
| | Project Controls | 49.52 |
| | Senior ATC Engineer | 84.18* |
| | IT Specialist | 37.42 |
| | Senior Project Advisor | 108.94 |
| | Engineer - DCS | 58.52 |
| | ATC Engineer | 50.17 |

* rate capped

Approved
Douglas Dinkel
 Nov. 20, 2009



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #PAT-09-003
November 13, 2009

Lillian D. Valenti
Director, Procurement

Booz Allen Hamilton Inc.
One Gateway Center
Suite 2600
Newark, NJ 07102

CONFORMED

Attention: Mr. Gary M. Shulman, Senior Vice President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PROGRAM
MANAGEMENT SERVICES FOR PHASE II OF THE PORT
AUTHORITY TRANS-HUDSON (PATH) AUTOMATIC TRAIN
CONTROL PROJECT**

Dear Mr. Schulman:

1. The Port Authority of New York and New Jersey (hereinafter, the "Authority") hereby offers to retain Booz Allen Hamilton Inc. (hereinafter, "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

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

For the purpose of administering this Agreement, the Director has designated Mr. William J. Fellini, Assistant Director, PATH Capital Project Management, to act as his duly authorized representative. The Project Manager for this project is Mr. Douglas Dreisbach, at (201) 350-2854, or e-mail address ddreisbach@panynj.gov.

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

4. In 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.

Lillian D. Valenti, Director
November 13, 2009
Patricia C. Miller



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. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services 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 amount of \$20,995,198 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 the provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, the Consultant shall be compensated at an amount equal to 2.85 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant shall be compensated at an amount equal to 2.395 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed



for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall therefore in all cases be finally determined by the Director or their designee, in their sole and absolute discretion.

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

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, 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 his services, as part of any request for approval of the subconsultant.



D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the 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 mailing and delivery charges for submittal of drawings, specifications and reports; 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 amounts that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including 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 provided 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 total number of reimbursable travel hours (for travel outside the Port District) will be calculated by reducing the actual travel time by three hours. 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:



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 intellectual property disputes, 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 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;



B. The risk or loss or damage to any property of the Consultant or its subconsultants;

C. The risk of claims, 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 including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

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

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

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

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's



obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

22. 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.

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

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

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



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

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

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

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

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

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

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

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

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

Moreover, the foregoing certifications, if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be



deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "23G.", 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.

24. 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.

25. NO GIFTS OR GRATUITIES

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

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



compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

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

26. NON-DISCLOSURE/CONFIDENTIALITY. OFFERS OF EMPLOYMENT

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

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

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 22 to 27 above, the following terms shall mean:

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

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

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

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

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

29. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly



authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

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

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

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

FOE

Date 11/20/09

ACCEPTED:

BOOZ ALLEN HAMILTON INC.

By: Gary M. Schulman

Title: Senior Vice President

Date: Nov 17, 2009

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR PHASE II OF THE AUTOMATIC TRAIN CONTROL PROJECT

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); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Port Authority Trans-Hudson Corporation ("PATH") is a wholly owned subsidiary of the Authority. PATH is a heavy rail rapid transit system, and serves as a critical link in the New York - New Jersey transportation network. The PATH rail system has four (4) routes of railway lines, operating within subway tunnels, elevated and at-grade alignments, with 13 stations on 14 miles of route line.

PATH service operates 24-hours per day, seven (7) days per week at headways of three (3) to six (6) minutes during peak weekday periods. At present, PATH's rail operation consists of seven (7) and eight (8) railcars (cars). PATH intends to increase that range to a maximum of seven (7) to ten (10) cars within the next 10 years. The current fleet is comprised of 327 cars made up of four (4) different types, designated as PA-1, 2, 3, and 4. PATH's Railcar and Signal Program (Program) is comprised of several projects with interconnected elements. These projects include the procurement of 540 new PA-5 railcars, a new signaling system and a wheel-truing machine. The design and installation of a new car borne and wayside Automatic Train Control System will be performed in two phases identified as Signal Project, Phase I and Phase II. The Program also includes the modernization of PATH Railcar maintenance facilities and infrastructure improvements at several stations designed to permit longer trains to operate between key destinations.

During Signal Project Phase I, completed in 2006, three (3) suppliers were selected to demonstrate their proposed signal systems through a limited engineering trial, and to develop the necessary interfaces to the PA-5 cars. The contract for the Signal Project Phase II, (Automatic Train Control (ATC) System Project), which is in Request For Proposal (RFP) stage, is expected to be awarded late 2009. The selected ATC System Project Contractor ("ATC Contractor") shall provide for removal of the existing, and installation of the new,

ATC wayside signaling equipment; supply the carborne ATC equipment; and design, manufacture, factory test, deliver, install, provide safety documentation, field test, commission and provide technical support for a complete ATC System for the entire PATH mainline network including all central office equipment. The Request for Proposal documents for ATC System Project, Volumes 1 & 2 are included in Attachment D. The estimated duration of the ATC System Project including the warranty period is 90 months.

The Consultant ("Consultant") services under this contract are in connection with the implementation of the ATC System Project as outlined herein.

A separate contract will be awarded to provide the Independent Expert Safety Assessor (ISA) Services for ATC System Project implementation.

II. SCOPE OF WORK

The services of the selected Consultant shall generally consist of providing all management and engineering services as required to oversee and manage the work of the ATC Contractor and to provide assistance to PATH in placing the ATC System in service.

This Consultant's services shall generally be performed on a full time, on-site basis and closely coordinated with the ATC System Project, Railcar Project and other ongoing PATH projects.

The Consultant shall coordinate all wayside/carborne and ATC system integration with the railcar builder, ATC Contractor, PATH and the Authority as well as other engineering and safety consultants/contractors-supporting PATH in coordinating the Signal design and installation work.

The Consultant's services shall be performed from PATH Headquarters located at Journal Square, located in Jersey City, NJ, or at other PATH/Authority facilities as directed. The Consultant shall maintain full and part time staff at PATH's offices and other office locations as required to perform the requested services.

The term of this Agreement is contemplated to run through the warranty period and until the issuance of a Final Completion Certificate, which is described in the ATC System Contract. See Section IV, below.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

The tasks to be performed by the Consultant may include but shall not be limited to the following:

Task A: PROJECT MANAGEMENT SERVICES

1. Assign a full-time senior staff member as a Project Manager to report to PATH's Program Manager. In the absence of the Project Manager, an alternate shall be appointed, subject to the approval of PATH. The Consultant shall maintain competent full time and part time staff at PATH's offices and other office locations to achieve the objective of the Scope of Service and to perform the Tasks specified herein. Consultant shall provide ample notice of absences from Authority or other locations for all Consultant personnel and develop a plan to mitigate any potential impact. The Consultant shall not remove approved Consultant or Sub-consultant

- personnel, who have been designated as key personnel in Attachment B, assigned to the Project, unless prior approval is obtained from PATH's Program Manager.
2. Provide overall program management services to oversee and manage the work of the ATC Contractor. Program management services shall include but are not limited to:
 - a. Develop program strategies;
 - b. Manage professional, technical, support staffs and Sub-consultants;
 - c. Perform system integration review, monitor program status and prepare reports documenting findings;
 - d. Monitor ATC Contractor's progress to ensure conformance to all the Contract requirements;
 - e. Record keeping, cost estimating, schedule preparation, and all other project tasks as required;
 - f. Gather data and develop documents including required submittals to the Federal Railroad Administration (FRA) in connection with the Project;
 - g. Support PATH in ATC project related meetings with FRA and other outside organizations.
 3. Receive, record, and distribute all submittals from ATC Contractor and other third parties to PATH.
 4. Respond to project related correspondence from ATC Contractor and third parties as required, based on input to be provided by PATH and Consultant's own experts.
 5. Coordinate interactions between the Signal Contractor / PATH / Program Consultants / the Railcar Contractor.
 6. Coordinate all PATH personnel site visits, including testing.
 7. Coordinate interactions between PATH and the FRA as well as other 3rd parties in connection with the Program.
 8. Submit a 60-day staffing schedule at PATH's facilities. This schedule shall provide daily hours to be worked, advance notice of all vacations, and scheduled absences from the office.
 9. Produce (as appropriate), distribute, and file all Project reports, including Contract status reports, Consultant status reports, reports available from the document management system, and any other reports required by PATH.
 10. List and track all Contract deliverables.
 11. Produce (as appropriate), distribute and file all Project correspondence between PATH, the Contractor(s), the Authority departments, outside agencies and others.
 12. Review the Contractor's Project Management Plan for compliance with Contract Technical Specifications.
 13. Review and recommend to PATH any changes submitted by the Contractor.

14. Monitor the Contractor's compliance with the Project Management Plan and promptly report any discrepancies to PATH.
15. Provide additional staff to support PATH's requirements to review Contractor prepared documents and other submittals. This staff will be assigned to PATH as contract staff during the performance period, which is generally for the first three years of the Contract period, but may extend for the entire period of the Contract. This staff should have the following level of experience: 1) One senior engineer with more than 10 years of signal design experience including hands-on experience. 2) Three engineers with three to 10 years of signal experience. 3) Two field engineers with a minimum of three years of signal installation experience. 4) One administrator with document control experience. For this item, budget that these personnel will be full time for three years total. - PATH will provide required office space, telephones and computers for these personnel.
16. Provide draft versions of documentation required by PATH for FRA submittals and will support PATH in collecting information for FRA's Subpart H and other requirements.
17. Coordinate with the ISA, the Contractors, and others to insure FRA approval of the signal system.

TASK B. PROJECT ADMINISTRATION CONSULTANT PERFORMANCE SCHEDULE (PACPS)

1. Develop and maintain a cost loaded bar chart schedule detailing the complete scope of services to be performed hereunder.
2. Identify significant milestones to be accomplished during the life of the projects in accordance with industry accepted sound management and scheduling techniques and practices.
3. Submit initial PACPS to PATH no later than 30 calendar days after Consultant's Notice of Award.

TASK C. PROJECT MANAGER'S MONTHLY PROGRESS REPORTS:

1. Provide a monthly status report on Consultant's activities. The report shall include but not be limited to: a narrative of activities performed during the prior month and activities planned for the following month; a budget status report comparing planned versus actual expenses, and staff hours for the reporting period; a Local Content report, a MBE/WBE participation report, and other management reports as required in the contract for the Signal Project. Draft reports shall be submitted to PATH's Program Manager. Final Reports are to be issued from the PATH Program Manager's office and under his signature. Reported activities shall be grouped into categories utilizing the applicable sections of the Technical Specifications. The monthly progress reports shall also contain Project calendars, detailed Project Milestone schedules showing Project progress by comparing the planned schedule to actual progress with respect to design, manufacturing, assembly, testing, and delivery; open contractual and technical issues, major problem areas and concerns; correspondence log; drawing logs; Post Award Contract Change (PACC) log; and

other information as required by PATH. The monthly progress report is due within seven (7) days after the end of each month.

2. Attend all meetings and conferences as determined by PATH, between PATH and the Contractor(s) and others;
3. Prepare and distribute notices and agenda to all invitees.
4. Prepare minutes for PATH's review, incorporate PATH's comments and distribute minutes as directed, concurrently with the meeting, when possible.
5. Track ATC Contractor submittals related to warranty and advise PATH of the trends of warranties failures.
6. Track and document all failures.
7. Track all changes to configurations or maintenance manuals required as a result of service experience through the end of the warranty period.
8. Verify that the ATC Contractor makes all necessary changes to documentations to reflect any changes up to the end of warranty period.
9. Prepare the "Certificate of Final Completion" for the Signal Project.

TASK D. PROJECT MANAGEMENT INFORMATION SYSTEMS

1. Establish and maintain a central file system at the Project office identified by PATH, for all Project documentation including letters, drawings, specifications, manuals, logs, reports, meeting minutes, and all other external and internal correspondence. The filing index shall be as approved by PATH. This central file system shall be for storage of hard copies of Project documents and shall be organized consistent with the file breakdowns utilized for the Electronic Data Interchange and storage systems. All required reports shall be submitted by either hard copy, CD ROM or other approved electronic media, or both, as directed by PATH.
2. Manage all Project information produced, utilizing an information system that is fully integrated (by Project), coordinated at the Program level and is able to automatically capture milestone accomplishments as a normal result of the work flow process. The information system shall be approved by PATH and provide the information necessary to monitor the status of the Project.
3. Propose, establish and maintain a PATH approved computer-based program document management and control system.
4. Record, distribute, and track incoming/outgoing correspondence and responses between the Contractors and PATH as well as any third parties. Correspondences shall be coded by the sender with letters to designate the originator and receiver and with a unique sequence number to ensure unmistakable identity (e.g., PATH/XYZ.001).
5. Monitor all submittals, including but not limited to drawings, test procedures, and schedules, to insure turnaround times and other requirements of the Technical Specifications.

6. Develop and maintain a Master Open Items Log, of unresolved and open project items, with identification of responsible parties and deadline for action or response.
7. Maintain a record of the ATC Contract value, including executed and pending PACC amounts. At a minimum, the record shall include the values for the following categories:
 - a) Base Bid Contract
 - b) Extra Work
 - c) Other changes to the Contract
8. Document, track, and report on the following:
 - a. ATC- Contractor Progress Reports;
 - b. ATC- Contractor Progress Payments;
 - c. Requests for Substitution; Selection and Justification;
 - d. Vendor Material Received, Condition, and Disposition;
 - e. Discrepancy, Non-Conformance, and Failure Reports; and.
 - f. Warranty Tracking System.

Each report shall be submitted monthly on a standard form developed by the Consultant and approved by PATH.

9. Implement and maintain for the duration of the Agreement an electronic document control system for receiving, recording, distributing, and reviewing all correspondence, drawings, and other submittals from the ATC Contractor and other third parties. As needed, the Consultant shall provide document retrieval and assembly services when directed by the PATH Program Manager.

TASK E. PROGRAM SCHEDULE REVIEW AND MAINTENANCE

1. Perform review of each Contractor's baseline schedule to assure that all major Contract services, including technical requirements and sequencing are according to agreed schedules.
2. Provide a report to PATH identifying any discrepancies, or omissions.
3. Propose changes in schedules as needed.
4. Perform monthly review of the Contractor's updated Critical Path Method (CPM) or other required schedule submittal. Comment as necessary.
5. Analyze the results of the updated Project progress reports.
6. Prepare a monthly narrative progress report for the Signal Project that clearly identifies slippage and potential problems in a manner that allows for easy week-to-week comparison of progress and allows the maximum time to respond to areas of concern. The report should address, as a minimum, the following:
 - a. Overall Project status;
 - b. Critical Project elements;

- c. Schedule slippage (overall and critical path);
 - d. Changes in work sequence (if any);
 - e. Problem areas and proposed corrective actions;
 - f. Status of near-critical-path activities (less than 5 days positive float);
 - g. Change orders that affect the Contractor's Contract;
 - h. Potential claims;
 - i. Planned versus invoiced Contractor costs;
 - j. Change in float; and,
 - k. Network changes in and proper use of the Critical Path Method (CPM).
7. Schedule and conduct, under the direction of PATH, all meetings discussing Project schedule issues. At a minimum, Project CPM schedule update meetings shall be part of the regularly scheduled meeting with the Contractors, or more frequently if critical issues have caused or are about to cause slippage in schedule.
 8. Prepare written notice of any slippage or potential problem areas relating to schedule as soon as they become known.
 9. Analyze all corrective actions taken or proposed by the Contractor as soon as they are submitted and provide comments as appropriate.
 10. Monitor the timely delivery of Contractual submittals by the Contractor, and in verifying the completeness of the Contractor's submittals.

TASK F. CLAIMS MANAGEMENT AND AVOIDANCE

1. Develop and maintain a claims management and avoidance system that effectively anticipates, mitigates, and equitably disposes of Contractors' claims in accordance with the Contract documents and PATH's procedures.
2. Develop and implement procedures for the prevention of claims.
3. Collect, prepare, and maintain all necessary documentation for rebuttal and/or defense in potential claim situations, if required, coordinate this work with PATH's staff, which is responsible for claims or claims management.
4. Provide assistance to PATH in evaluating Contractor claims for interpretation of design intent, or as a result of actions of PATH or other parties.
5. Prepare claims or back charges to be levied against the Contractor, with the assistance of PATH as necessary. Assist in defending PATH against Contractor claims.
6. Evaluate and analyze claims and recommend options for resolution.
7. Review and evaluate reasonableness of all time impact analysis submitted by the Contractor.
8. Review and provide recommendations regarding time extensions (if required). Recommendations shall be consistent with the Project's overall schedule to meet the Project objectives and with Contract requirements and established procedures.

TASK G. COST AND BUDGET ANALYSIS

1. Establish and maintain a computerized system to monitor Project cost, progress payments (if available), and forecast cash flow.
2. Prepare independent cost estimates for all Contract changes and all claims. The cost estimates shall include a detailed takeoff and pricing of work involved in the item. For Contract changes, this estimate shall be useable to negotiate any adjustment in the Contract price with the Contractor. For claims, this estimate shall be used to establish possible effects on Project funds.
3. Prepare various monthly financial reports, including but not limited to progress payments, forecasted cash flow, and, executed and pending changes.

TASK H. DESIGN, TESTING REVIEW AND QUALITY ASSURANCE SERVICES

1. Provide on-site design review services during the design phases of the Project.
2. Provide design review services for changes occurring after the design phases of the Project.
3. Provide the required technical support functions for each of the following systems for the Project:
 - a. Vehicle on board equipment ATC equipment;
 - b. Track and trackside mounted equipment;
 - c. Wayside equipment;
 - d. Control room and Tower control equipment;
 - e. Review and recommendations regarding technical submittals;
 - f. Support for the signal/railcar interfaces and integration responsibility.
4. Review and comment on QA/QC changes submitted to PATH by the Contractor, subcontractors and suppliers.
5. Review and monitor the work of the Contractors and the subcontractors and suppliers as required, ensuring compliance with Contract Technical Specifications.
6. Review Contractor's configuration management plan for compliance with the Technical Specification. The configuration management plan has a live document status.
7. Review and comment on any changes submitted by the Contractor.
8. Monitor the Contractor's compliance with the configuration management plan and promptly report any deviations to PATH.
9. Verify that the Contractor continually uses a complete updated set of all Contract documents, controlling Contract documents (including field changes), specifications, drawings, addenda, and related documents.
10. Perform the role of conduit for all field-generated changes to ensure that they receive timely implementation.

11. Provide engineering support services for the Project during the design submittal review, construction and/or fabrication, factory and field tests, and in-service commissioning tests, including but not necessarily limited to:
 - a. Receive and distribute Contractors submittals as required;
 - b. Review Contractors submittals, consolidating comments received from PATH and recommend "Approval", "Approval with Comments" or "Rejection" to PATH's Program Manager or designee; coordinate all comments and stamp, sign, and return drawings to the Contractor;
 - c. Respond to Contractor's requests for information and clarification regarding the design criteria, and provide any additions and modifications to the Contract documents as directed by PATH's Program Manager or designee and in accordance with PATH's Contract Change procedures, which will be provided to the Consultant prior to any Contract Changes;
 - d. Coordinate requests for information about space, location and other field data;
 - e. Review and recommend approval or disapproval of Contractor's proposed payment item breakdown and monthly progress payment requests;
 - f. Participate in all job progress, planning, and submittal review meetings;
 - g. Review test plans, and provide on-call and on-site engineering support for First Article Inspections (FAIs), factory inspections and testing, and field tests;
 - h. Certify substantial completion of the Work; develop punch lists and monitor and document its completion;
 - i. Review as-built drawings and record documents for completeness and conformance with the design and the Contract requirements; secure all warranties and closeout documents; recommend acceptance of the Work; prepare a Contractor Performance Evaluation at completion of the Project.
11. Prepare all documentation required for outside agency approvals and permits, including any required applications to the FRA, Federal Transit Administration (FTA), and/or other government agencies.

TASK I. INSPECTION SERVICES

1. Provide system inspection services by trained signal system inspectors, subject to PATH approval, qualified in FRA installation and testing regulations, during the Signal System installation, testing, commissioning, demolition and removal of the old Signal System, and punch list cycles. Inspectors shall not be reassigned unless specifically approved in writing by PATH.
2. Except where PATH has designated a Consultant representative to direct such inspection activities, inspectors shall report to and receive instructions and daily assignments directly from PATH. The number of inspectors assigned shall be sufficient to provide full-time coverage of all of the Contractor's active work shifts and locations on each work day (including weekends when used) during all on-site work and testing, plus support as needed for factory inspections.

3. Complete daily reports for each shift; identify regular days off and other periods when no work is performed. Report format shall be as approved by PATH, and shall document work accomplished, manpower and resources, material delivered and used, test results, non-compliance issues, delays, environmental conditions, and other applicable information. Progress photographs and video shall also be used to supplement reports and to visually document significant activities.
4. Furnish all required personal safety gear, and telecommunications services and equipment for each inspector. The ATC Contractor is required to furnish field office or trailer space, supplies, office equipment and furnishings, including all associated service, maintenance, and security costs, for the exclusive use of the inspectors and PATH's Project personnel.
5. Provide in-plant Quality Assurance (QA) and Inspection Services as needed.
6. Perform the QA for in-process and pre-delivery inspections, along with acceptance testing.
7. At the direction of PATH, develop a plan to integrate PATH supplied inspectors in the overall inspection activities.
8. Monitor compliance to the Quality Assurance Program as specified with PATH's Technical Specification and the Contract documents.
9. Manage all data relevant to the QA function.
10. Identify and evaluate problems, recommend solutions, and verify implementation of PATH accepted solutions.
11. Integrate QA reports from the inspection team into the overall QA controlling and reporting function.
12. The inspection services shall ensure that only first (new) material is used, good workmanship is performed, and work is in accordance with all approved plans and Contract documents. Inspection services shall include, but not be limited to:
 - a. Inspecting:
 - 1) Components in process and after fabrication;
 - 2) Production tooling, test equipment, and quality of workforce;
 - 3) Signal system assembly and integration;
 - b. Routinely monitor and critique:
 - 1) Contractor and subcontractor inspection and QA/QC programs;
 - 2) Progress of Contractors production program;
 - 3) Configuration management;
 - 4) Contractor revisions and configuration control documentation;
 - 5) Schedule compliance;
 - c. Monitor and inspect any PATH-authorized extra work performed by the Contractor;

- d. Monitor the removal of existing / retired signal equipment from PATH;
 - e. Provide follow-up technical review and monitoring of corrective actions, changes, and deviations by the Contractor; and,
 - f. Provide written certification signal equipment is ready for shipment to PATH.
13. Provide daily inspection reports. These reports shall be used for coordinating and monitoring schedules and other Project related activities. Any areas of concern or possible conflicts with other work shall be mitigated as appropriate. Concerns and conflicts shall be brought to the attention of PATH.
14. Provide testing and inspection services of carborne ATC equipment installation on the railcar. This carborne equipment shall be installed and tested on the Railcars produced by the Railcar Contractor for all Railcars still under warranty. For Railcars no longer at the Railcar Contractor's facility, installation will be at PATH's Facility, by PATH personnel.

IV. SCHEDULE

The Signal Project Phase II timeframe is anticipated to start during the 4th Quarter, 2009, but is subject to change.

The following are approximate dates for the majority of activity related to the preceding tasks. Refer to the schedules provided in the Contractor RFP for each Project for additional information. Consultant shall manage its support and activities to insure that all Tasks are achieved irrespective of changes in the period of performance for each Task. Some activities may fall outside the dates provided.

| <u>Tasks</u> | <u>Projected Timeframe</u> |
|-----------------------------|----------------------------|
| Program Management Services | 2009-2015 |
| Design Review | 2010-2011 |
| Inspection Services | 2010-2011 |
| Field Installation | 2010-2014 |
| Equipment removals | 2014-2015 |
| Warranty | 2015-2017 |

Projected start and completion dates are subject to change, as determined by PATH.

V. CONDITIONS AND PRECAUTIONS

A. General

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Vehicular traffic at the site shall always have priority over any and all of the Consultant's operations

B. Work Areas

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

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".

B. Workers' Compensation Insurance:

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. Where needed, the Consultant shall also purchase, maintain and carry at their own expense, coverage for Federal Employers' Liability Act (FELA) in limits of not less than \$1,000,000.

C. Professional Liability Insurance:

Not less than \$2 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

- 1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, excluding proprietary premium information.
- 2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority and/or PATH as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Contract.

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