

Torres-Rojas, Genara

From: Port Authority [webmaster.panynj@imagework.com]
Sent: Tuesday, May 03, 2016 10:54 AM
To: Van Duyne, Sheree; Ng, Danny; Torres-Rojas, Genara; Olivencia, Mildred; Shalewitz, William
Subject: FOI Request Submitted

A Freedom of Information request has been submitted.

Request date: 05/03/2016

Requested by: Deirdre Harris

Business: Johns Eastern Company, Inc.

Address: PO Box 110259
Lakewood Ranch, FL, Zip: 34211

Contact: Phone: 9419073100
Email: dharris@johnseastern.com

This is a request under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., for the following records:

Records seeking: Claims Administration Services for Workers Compensation Program
Claims Administration Services for Liability Program

If possible, I would prefer the contract sent electronically via email. However, if the Port Authority prefers to send records by mail, please advise of any further information or payment that is necessary in obtaining this contract.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 12, 2016

Ms. Deirdre Harris
Johns Eastern Company, Inc
P.O.Box 110259
Lakewood Ranch, FL 34211

Re: Freedom of Information Reference No. 16903

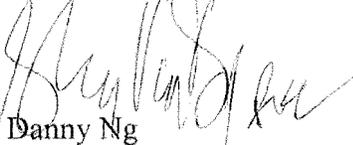
Dear Ms. Harris:

This is in response to your May 3, 2016 request, which has been processed under the Port Authority's Freedom of Information Code, copy enclosed, for copies of the contracts related to the following: Claims Administration Services for Workers Compensation Program and Claims Administration Services for Liability Program.

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16903-C/>. 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,



Danny Ng
FOI Administrator

Enclosure

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

THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #TRS-13-002
September 3, 2013

Lillian D. Valenti
Director, Procurement

The Risk Management Planning Group, Inc.
211 Station Road, Suite 700
Mineola, NY 11501

CONFORMED

Attention: Arthur J. Dunne, Jr., President & CEO

SUBJECT: PERFORMANCE OF PROFESSIONAL CLAIMS ADMINISTRATION SERVICES FOR THE PORT AUTHORITY OF NY AND NJ SELF-INSURED WORKERS' COMPENSATION PROGRAM DURING 2013-2016

Dear Mr. Dunne:

1. The Port Authority of New York and New Jersey (hereinafter, the "Authority") hereby offers to retain The Risk Management Planning Group, Inc. (hereinafter, "the Consultant" or "you") effective July 1, 2013 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 shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Chief Financial Officer, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in her unless specifically stated to mean acting personally.

The Project Manager for this project is Regina Lamptey, at (212) 435-5853, or e-mail address rlamptey@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 receives 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

2 Montgomery Street, 11th Floor
Jersey City, NJ 07302
T 201 395 7477

the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in her sole opinion said items are not in accordance with the requirements of this Agreement 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. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you:

A. The following lump sum amounts, paid to you in equal payments on a quarterly basis, for each year of the Agreement:

- * Year One - \$775,000 billed quarterly at \$193,750
- * Year Two - \$775,000 billed quarterly at \$193,750
- * Year Three - \$775,000 billed quarterly at \$193,750

Option years:

- * Year Four - \$800,000 billed quarterly at \$200,000
- * Year Five - \$800,000 billed quarterly at \$200,000
- * Year Six - \$800,000 billed quarterly at \$200,000

B. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the Director's written approval 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 as part of any request for approval of the subconsultant.

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.

7. You shall render an invoice for services to the Project Manager thirty (30) days prior to the inception date of each individual quarter of the year under the Agreement to provide the Authority sufficient time to process payment in a timely manner. Each invoice shall bear your taxpayer number and the purchase order number(s) as provided by the Authority. Upon receipt of the foregoing, the Project Manager will certify to the Authority that the amount of compensation is correct. The Authority will, within fifteen days after receipt of such certification by the Project Manager, pay to you by check the sum certified.

The Consultant shall verify that its employees working under this Agreement (in the United States) are legally present and authorized to work there, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each

individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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 Diversity and Civil Rights.

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 <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant shall be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

18. 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 sub-consultant'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.

19. 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, sub-consultants, materialmen or others performing services hereunder;

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

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not

without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

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

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

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

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

20. 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.

21. 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 Authority) 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 "2IG.", 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.

22. 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.

23. 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.

24. 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 sub-consultants, and your sub-consultant'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 sub-agreement entered into under this Agreement.

25. 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.

26. DEFINITIONS

As used in sections 20 to 25 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.

27. 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

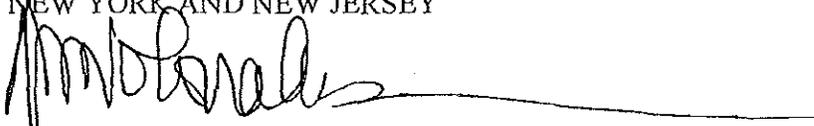
or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

28. 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.

29. 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

8

Date 9/16/13

ACCEPTED:

THE RISK MANAGEMENT PLANNING GROUP, INC.

By: Arthur J. Dunne, Jr.

Title: Pres/CEO

Date: 9/9/2013

ATTACHMENT A

PERFORMANCE OF EXPERT ADMINISTRATOR SERVICES FOR THE PORT AUTHORITY OF NY AND NJ SELF-INSURED WORKERS' COMPENSATION PROGRAM DURING 2013 THROUGH 2016

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is a municipal corporate instrumentality and political subdivision 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, operating 24 hours a day, seven days a week, and serves as a critical link in the New York – New Jersey transportation network. The New York – New Jersey Metropolitan region ranks as the most mass transit-dependent region in the United States. With the close proximity of its stations and Terminal to desirable destination points, PATH also serves as a catalyst for regional economic development.

The Treasury Department's Risk Financing Division is responsible for the overall risk management program of the Authority, which includes a workers' compensation section managing a self-insured, third party administered workers' compensation program, a contracts and agreements section which manages the insurance requirements in leases and contracts, as well as the Authority's Contractors' Insurance Program (CIP), and an insurance programs section. The Division is responsible for preserving the Authority's financial, physical, and human assets and resources by developing and administering risk transfer, retention, and reduction policies, programs and techniques. The Division administers a complex insurance and self-insurance portfolio, which requires worldwide capacity. In carrying out this responsibility, centralized internal controls and evaluation processes are maintained in order to effectively assess the Authority's loss-bearing capacity and its exposure to financial and physical loss. The Authority formed a captive insurance company, Port Authority Insurance Captive Entity, LLC, on October 16, 2006 as an effective alternative risk financing mechanism to manage the price, capacity, services, and coverage for its insurance programs.

The Authority has been an authorized self-insured employer in the states of New York and New Jersey since 1935 and 1951 respectively. A third party administrator has provided administration services since 1998. Prior to 1998, the Authority was self-administrated. See reference documents identified in Section IV, below, for a comprehensive summary of the Authority's Workers' Compensation procedures and claims history.

II. SCOPE OF WORK

The services of the Third Party Administrator ("Consultant") shall generally consist of providing expert workers' compensation claims administration services for the Authority as its third party administrator for a three (3) year period beginning July 1, 2013 through August 31, 2016. At the Authority's discretion, this Agreement may be extended for additional 3-years, ending August 31, 2019. (The Consultant shall **not** provide claims administration services for employees of PATH.)

III. DESCRIPTION OF CONSULTANT'S TASKS

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

- A. Provide the services of a dedicated Claims Unit to administer the Authority's Workers' Compensation claims.
- B. Provide a 24 hour/7 days a week, toll free telephone and/or web-based claims reporting system.
- C. Prepare and provide a "New Claims Summary Report".
- D. Establish and maintain a hard copy file of each new and run-off claim.
- E. Within 60 days, implement a user-friendly claims system, acceptable to the Authority, to maintain data on new and closed claims, and to record accident, payment, and reserves information. Complete the conversion of claims and financial data from the existing system to the acceptable new system within 60 calendar days.
- F. Accept and electronically transmit claims and/or payroll data feeds from/to the Authority.
- G. Train Authority's staff (not more than three people) as required, and provide them with access to: claims data; payment information and financial history; and diary notes as compiled in the claims system.
- H. Conduct investigations of all accidents and claims. Provide for surveillance of claimants, as needed and/or as directed by the Authority.
- I. Determine compensability on new claims and establish appropriate reserves.
- J. Establish banking links with the Authority to facilitate funds transfers for prompt payment of benefits.
- K. Process benefit payments to claimants, providers, and vendors in accordance with statutory guidelines.
- L. Complete and submit payroll adjustments on lost time claims with salary continuation to the Authority's staff.

- M. Monitor the frequency and appropriateness of medical treatment after authorization by the Authority's Office of Medical Services.
- N. Audit all hospital and medical provider charges for compliance with the fee schedule or with usual and customary rates.
- O. Utilize nurse case management services, with prior approval, to control cost(s) where indicated.
- P. Schedule independent medical examinations as needed and approved by the Authority's staff.
- Q. Prepare and submit all claims forms, reports and filings in a timely manner, and as required by the appropriate state agencies.
- R. Recommend expert hearing representation for workers' compensation claims, as appropriate. (Note: hearing representation for New Jersey claims will continue to be provided by Authority in-house counsel.)
- S. Complete file preparation for all claims, and in any case, at least five (5) days before the scheduled hearings.
- T. Arrange for delivery and pick-up of all files that are handled by in-house counsel at a minimum of four (4) times per week at a location(s) to be determined by the Authority.
- U. Aggressively pursue all third party and second injury fund recoveries.
- V. Maintain closed files for a minimum of three (3) years. After the three (3) year period, package as appropriate and deliver closed files (sorted by calendar year) for long-term storage as requested by the Authority to a facility located in the Port District.
- W. Participate in monthly disability management meetings and both monthly and quarterly claims review meetings at designated Authority or Consultant facilities.
- X. Schedule annual internal audits of claims files and reserves.
- Y. Allow for audit of claim files by Authority staff at six month and one year intervals.
- Z. Provide Authority staff with reports regarding injury frequency and type, and attend meetings regarding safety issues and accident prevention, as required. Meetings are to be held at either The Authorities facilities or the Consultants and will be decided at time of scheduling.
- AA. Provide monthly check register and bank reconciliation reports, as well as daily funds transfer requests, to the Authority.
- BB. Provide federal Form 1099 to all parties, as appropriate, utilized by the TPA in the performance of services related to this Agreement.
- CC. Provide timely notice of claim to the Authority and its excess insurance carriers.
- DD. Provide Authority staff, and its excess insurers, a monthly "9/11/01 Claims Loss Summary Report", or revised version thereof, as appropriate.
- EE. Participate in all claims audits required by the Authority's excess insurance carriers as a prerequisite for reimbursement.

IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

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

Appendix A. Workers' Compensation Claims Procedures

Appendix B. Claims Reported 2006-2011

Appendix C. Comprehensive Claims History – All Open Claims as of 12/31/2011

Appendix D. 9-11-01 Claims Summary Report

V. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

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 \$1,000,000 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 \$1,000,000 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 be specifically endorsed with a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary with respect to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

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.*"

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.

C. Professional Liability Insurance:

Not less than \$2,000,000 each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

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

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

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

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

* * *

APPENDIX A

Treasury Department
SPI V-05
The Port Authority of New York and New Jersey

December 2011

The Port Authority's Workers' Compensation Program

I. General

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") has been a self-insured employer in New York since July 1, 1935 when self-insurance was adopted in connection with the Port Authority's entry into the New York State Employees' Retirement System. Self-insurance in New Jersey became effective May 1, 1951. Many policies in effect today either were formulated when self-insurance commenced or in 1947, when the Workers' Compensation function was administered jointly by the Law Department, the Department of Audit and Control, and the Medical Department.

The New York and New Jersey Workers' Compensation Laws require an employer to provide Workers' Compensation benefits for employees who sustain injuries arising out of and in the course of their employment. The employer reports such accidental injuries to the appropriate state Workers' Compensation agency. Temporary weekly benefits and bills for medical treatment are paid without awaiting formal action by the appropriate Workers' Compensation agency. The employer is subject to penalty if benefits are not provided promptly for an uncontroverted injury.

II. Administration

The current authorized Third-Party Claims Administrator (TPA), has been administering the Port Authority's Workers' Compensation program since August 31, 1998. The Port Authority's Workers' Compensation Liaison, Treasury Department, is the liaison between the agency and the TPA.

The TPA's Claims Manager, determines whether or not an injury is compensable and was the result of an accident that occurred out of and in the course of employment. If the decision is affirmative, Workers' Compensation benefits are provided to the injured employee. Should the decision be negative, the employee is so advised and no further action is usually taken. The employee may still file a claim directly with the appropriate Workers' Compensation agency. Upon notification that a claim has been filed, the TPA enters a notice of controversy and the claim proceeds to formal hearing.

An Administrative Law Judge, after hearing all the testimony, renders a decision as to the compensability of the claim. Thereafter, all parties can utilize an appeal process for further review. The Claims Manager in conjunction with in-house or outside counsel, determines when an appeal is warranted, and if indicated, an application is made for review of the Administrative Law Judge's decision.

III. Claim Filing Procedures

A Workers' Compensation claim is initiated when an injured employee completes an Employee's Occupational Disease or Injury Report, form PA360, Exhibit I, and submits it to

the immediate supervisor. Upon receipt of form PA360, the supervisor utilizes the teleclaim reporting system to notify the TPA directly. The TPA establishes a claim and a claim number is generated, which is written at the top of form PA360 by the supervisor. The supervisor and manager sign form PA360, forward the original to Risk Financing, Treasury Department, and send a copy to Risk Management Safety/Fire, Operations Services Department. All original reports are subsequently delivered to the TPA by the Workers' Compensation Liaison.

In addition, if the accident occurs in New York, the Employer's Report of Accident form C-2, is also to be completed and sent by the injured employee's unit or by the TPA directly to the New York Workers' Compensation Board (NYWCB). If the accident occurs in New Jersey, the First Report of Injury (FROI) form IA-1 and Subsequent Report of Injury (SROI) form IA-2 is sent electronically by the TPA to the New Jersey Division of Workers' Compensation.

IV. Awards of Compensation

A. Temporary Total Disability and Temporary Partial Disability

Payments for temporary total disability are processed in the same manner under both the New Jersey and New York Workers' Compensation Laws. An employee who alleges temporary total disability is required to furnish medical proof of disability or the claim for lost time may be denied. When the claim for lost time has been accepted, the procedures are as follows:

1. Employee Paid Full Wages

- a. Full wages are generally paid to an injured employee in accordance with the applicable union contract or the Port Authority's salary continuation plan. The determination of eligibility for salary continuation for an employee is made by the employee's department.
- b. The Workers' Compensation benefit portion of an injured employee's salary is non-taxable. Currently, the TPA submits a spreadsheet to the Workers' Compensation Liaison listing the employee's name, employee number, period of lost time, compensation rate, and gross benefit amount to be used in adjusting payroll. The Workers' Compensation Liaison audits the individual payroll adjustments, approves the spreadsheet, and forwards it to the Payroll Supervisor. Payroll will adjust the employee's taxable base wage by the gross Workers' Compensation benefit amount.
- c. When an award is made by either Workers' Compensation agency covering a period of lost time, the Port Authority receives credit at the Workers' Compensation weekly rate for the salary payment made to the employee during the period of disability.

2. The Port Authority receives credit for partial wages paid to an employee up to the amount of the weekly Workers' Compensation benefit rate. If the amount of gross wages paid is less than the weekly rate of compensation, the TPA authorizes payment of the difference between these amounts to the employee.

3. When an employee is not paid wages for his/her absence, statutory workers' compensation weekly benefits are paid directly to the employee by the TPA. Payments of compensation are based on receipt of substantiating medical documentation received from the employee's treating physician, the determination of the Office of Medical Services, or an award made by either Workers' Compensation agency. When the current degree of disability cannot be readily determined to be causally related to the work injury, an employee maybe evaluated by a Port Authority staff physician, or a consultant is selected for an independent evaluation.
4. Temporary partial disability is not a benefit provided by the New Jersey Division of Workers' Compensation Statute.

B. Permanent Total Disability and Permanent Partial Disability

1. Schedule Awards:

a. New York

Under the New York workers' compensation system, permanent injuries for loss of sight and hearing, and loss of or loss of use of limbs are compensable pursuant to a schedule contained in the law. Awards are also made for permanent, serious facial disfigurement. The Workers' Compensation Law Judge determines the amount of the award based on the available medical evidence. The Port Authority receives credit for the wages paid to the injured employee during disability. Awards for temporary total and permanent partial disability are paid concurrently.

b. New Jersey

Under the New Jersey workers' compensation statute, schedule awards are made for loss of or loss of use of limbs or the body as a whole. For example, back injuries are subject to schedule loss awards in New Jersey, while the New York system does not provide for this type of resolution. No credit for full salary or statutory temporary total benefits is granted against permanent partial disability. Awards for temporary total and permanent partial disability are paid consecutively.

2. Non-Schedule Awards:

In **New York**, the employee receives weekly compensation benefits for permanent injury to a part of the body not subject to schedule award, if the employee loses earnings as the result of the injury, i.e., if gross earnings fall below the level of the employee's average weekly wage for one year prior to the accident. The reduced earnings rate is based on two-thirds of the difference between pre-injury and post-injury earnings (subject to maximum and minimum rates), and is paid for the duration of the disability or until earnings increase. If the injured worker is not employed and has no earnings, a permanent rate is fixed by the Workers' Compensation Administrative Law Judge that remains in effect until there is evidence of a change in condition or earnings.

Similarly, in **New Jersey** awards can be made for weckly, permanct total disability benefits, which are in effect lifetime awards at a fixed rate of compensation, subject to reductions for social security disability and disability retirement benefits.

3. Non-Schedule Lump Sum Settlements

In the case of a non-schedule permanent partial disability, the injured employee and the Port Authority, through either in-house or outside counsel, may at any time enter into an agreement providing for payment of a specified lump sum in order to close a claim. In **New Jersey**, lump sum settlements are made via Section 20 of the Workers' Compensation Statute. In **New York**, Section 25 or Section 32 of the Workers' Compensation Law can be applied. These non-schedule settlements must be approved by the appropriate Workers' Compensation agency. Payment of a lump sum generally relieves the employer of all future liability.

4. Payments

The TPA issues all benefit payments via checks drawn on its bank account. Checks in excess of \$10,000 require a double signature from the TPA's management team. Checks are also reviewed by Treasury Department staff as follows:

<u>Check Amounts</u>	<u>REVIEW</u>
\$10,000 - \$25,000	Workers' Compensation Liaison, Risk Financing
\$25,000 +	General Manager, Risk Financing

The TPA requests reimbursement from the Port Authority's self-insurance account to cover the total amount of the checks drawn on its bank account on a particular day. Upon receipt of the appropriate reimbursement request, the Treasury Department provides automatic transfer of funds from its main account to the TPA's account. The TPA provides Treasury with monthly check register and check reconciliation reports. These reports are reviewed by the Workers' Compensation Liaison, who forwards the check reconciliation report to Financial Accounting for further review. The TPA shall provide IRS form 1099 to all parties, as appropriate, at year-end.

a. Awards

Payments for temporary total disability (lost time) are made voluntarily and without awaiting formal award, subject to review and modification by the appropriate Workers' Compensation agency. Rates and periods of payment for permanent partial disability are paid in accordance with awards made by the appropriate Workers' Compensation agency.

b. Medical Expenses

Fees of **New York** physicians, surgeons, chiropractors, osteopaths, and podiatrists are regulated by a NYWCB medical fee schedule. The doctor cannot accept less than the fee specified, nor is the employer required to pay more than the appropriate fee, though the employer may voluntarily pay a greater fee. The charges of **New Jersey** treating physicians are limited in amount to the usual and customary fees charged by physicians in the same community. The Claims Manager, in special circumstances, may approve bills in excess of the customary amounts.

The Claims Manager, or other authorized designee on the TPA's management team, approves for payment, following independent audit, all bills for medical, surgical, osteopathic, chiropractic, podiatric, and dental treatment rendered

employees, and for hospital services provided. The TPA's staff will take exception to any bills that are excessive. An excessive bill is either adjusted by discussion with the medical practitioner, or a formal objection is filed with the appropriate Workers' Compensation agency. In some instances, appropriate medical treatment cannot be obtained at the medical fee schedule or usual and customary rates. The determination of an appropriate fee is made by the Claims Manager after consulting with the Chief Medical Officer of the Office of Medical Services (OMS).

V. Investigations

Workers' Compensation claims are subject to continuous review and outside investigations are conducted when required, by independent investigation agencies, if requested by the Claims Manager. Each claim is reviewed when notice of the incident is received by the TPA and, if indicated, is referred for investigation.

In an effort to provide quality control an annual questionnaire is sent to all long term benefit recipients by the Workers' Compensation Administrator. A response is requested as to whether each is receiving his/her benefit check from the TPA on a timely basis, if there are address changes, and if the work or marital status has changed. Copies of tax returns and W2 forms may be requested to verify earnings. An annual questionnaire, regarding the timely receipt of the IRS 1099 form from the TPA, shall be sent to a random sampling of parties.

In addition, the Workers' Compensation Administrator maintains a schedule of annual and semi-annual investigations to be performed by outside investigative agencies on all long-term workers' compensation benefit recipients. Each file is reviewed annually to confirm that the appropriate activity check was performed and whether the results indicate a need for further investigation or surveillance.

VI. Medical Treatment

The Office of Medical Services operates medical facilities at 233 Park Avenue South (NY, NY), the Port Authority Technical Center (Jersey City, NJ), the Journal Square Transportation Center (Jersey City, NJ) and at John F. Kennedy International Airport (Jamaica, NY).

The Port Authority's Office of Medical Services has the authority to control and authorize the medical treatment for injured employees. The Chief Medical Officer and staff physicians authorize consultations, determine medical work restricts of injured employees, and evaluate disability. The TPA shall also authorize medical consultations for claims purposes, in addition, to medical care for claimants who are no longer actively employed by the Port Authority.

A. New York Medical Treatment

Under New York law, an employee may choose any physician licensed and authorized by the Chairman of the New York Workers' Compensation Board to treat injured workers. The Port Authority is not obligated to pay for medical services rendered by a non-authorized physician.

B. New Jersey Medical Treatment

Under New Jersey law, the employer is required to provide and direct medical and hospital care for an injured employee. The Office of Medical Services selects and directs the physician that is authorized to treat the injured employee.

VII. Third Party Claims

The Workers' Compensation laws provide that an employee injured through the negligence of a third person not in the same employ need not choose between remedies. Instead, the employer is liable for the payment of workers' compensation benefits and the employee can pursue a cause of action against the third party tortfeasor. The employer has a lien against the employee's recovery in the third party action to the extent of its indemnity and medical payments made under the Workers' Compensation Law. In New York, this is subject to the provisions of the No-Fault Insurance Laws.

When notice is received that an employee sustained an injury due to possible negligence of a third party, notices of lien are sent to all parties by the TPA without weighing the merits of the claim. The status of third party cases is reviewed periodically by the TPA. If the employee settles his/her third party claim and the lien is not satisfied, the claim is referred to the Law Department for appropriate action.

Should the Port Authority subrogate to the employee's cause of action, the Law Department will attempt to recover the Port Authority's statutory lien amount.

As a general policy, Workers' Compensation liens are not compromised. A request for a reduction of a lien may be considered on the merits of each individual case. The Workers' Compensation Liaison may grant approval of a reduced lien recovery after an assessment of liability is made in conjunction with Law Department staff.

* * *

THE PORT AUTHORITY OF NY & NJ

September 3, 2013

The Risk Management Planning Group, Inc.
211 Station Road, Suite 700
Mineola, NY 11501

Attention: Arthur J. Dunne, Jr., President & CEO

SUBJECT: PERFORMANCE OF PROFESSIONAL CLAIMS ADMINISTRATION SERVICES FOR THE PORT AUTHORITY OF NY AND NJ SELF-INSURED WORKERS' COMPENSATION PROGRAM DURING 2013-2016 (P.A. AGREEMENT #TRS-13-002)

Dear Mr. Dunne:

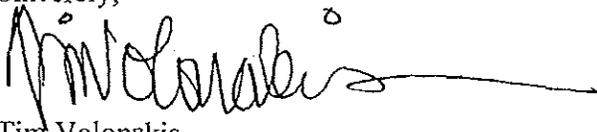
I am pleased to inform you that your firm has been selected for performance of the subject services.

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: Ms. Tracy Tiernan, Principal Contract Specialist, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions, please contact Ms. Tiernan at (201) 395-3442.

Sincerely,



Tim Volonakis
Assistant Director
Procurement Department

Enclosures

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

THE PORT AUTHORITY OF NY & NJ

September 13, 2013

The Risk Management Planning Group, Inc.
211 Station Road, Suite 700
Mineola, NY 11501

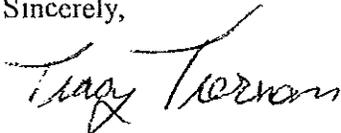
Attention: Arthur J. Dunne, Jr., President & CEO

**SUBJECT: PERFORMANCE OF PROFESSIONAL CLAIMS ADMINISTRATION
SERVICES FOR THE PORT AUTHORITY OF NY AND NJ SELF-
INSURED WORKERS' COMPENSATION PROGRAM DURING 2013-
2016 (P.A. AGREEMENT #TRS-13-002)**

Dear Mr. Dunne:

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

Sincerely,



Tracy Tiernan
Principal Contract Specialist
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure

THE PORT AUTHORITY OF NY & NJ

Memorandum

TO: Office of the Secretary
FROM: Tracey Tiernan
Principal Contract Specialist
DATE: September 17, 2013
SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL CLAIMS
ADMINISTRATION SERVICES FOR THE PORT AUTHORITY OF NY
AND NJ SELF-INSURED WORKERS' COMPENSATION PROGRAM
DURING 2013-2016 (P.A. AGREEMENT #TRS-13-002)
COPY TO: File, PM

Transmitted herewith are the fully executed originals for the subject Agreement. We are sending this document to you for filing in the Port Authority's Official Files.

Thank you.

Attached:

**EXECUTED ORIGINAL AGREEMENT NO:
TRS-13-002**

P.A. Agreement #TRS-12-001

July 27, 2012

Willis of New York, Inc.
200 Liberty Street, One World Financial Center
New York, NY 10281

Attention: Joe Gunn, National Partner, Northeast

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE FIRM SERVICES FOR A CONTRACTOR INSURANCE PROGRAM DURING 2012-2014

Dear Mr. Gunn:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Willis of New York, Inc., (hereinafter referred to as "the Consultant" or "you") to provide expert professional brokerage firm services for a Contractor Insurance Program as more fully set forth in Attachment A, which is attached hereto and made a part hereof. The term of this Agreement shall be for one three-year period and one three-year option period that may be exercised at the Authority's discretion.

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

For the purpose of administering this Agreement, the Treasurer has designated Jon Huxel, Manager, Risk Financing, to act as her duly authorized representative. The Project Manager for this project is Winson Fung, at tel. (212) 435-5849, or email address: wfung@panynj.gov.

3. Your services shall be performed as expeditiously as possible at the time or times required by the Project Manager, and shall, in any case, be completed in accordance with the schedule specified. 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 Treasurer 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 Project Manager in connection with the services to be performed herein. Any reports and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Project Manager. The Project Manager may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement 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 Project Manager, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, the services to be provided as set forth in Attachment A.

6. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the following lump sum amounts, for each year of the Agreement:

- August 1, 2012 to August 1, 2013 - \$ 1,150,224
- August 1, 2013 to August 1, 2014 - \$ 1,347,996
- August 1, 2014 to August 1, 2015 - \$ 1,104,684

7. You shall render an invoice for services performed, to the Project Manager, thirty (30) days prior to the inception date of each individual year of the contract to provide the Authority sufficient time to process payment in a timely manner. Each invoice shall bear your taxpayer number and the purchase order number provided by the Authority. Upon receipt of the foregoing, the Project Manager will certify to the Authority that the amount of compensation is correct. The Authority shall, within fifteen days after receipt of such certification by the Project Manager, pay to you by check the sum certified.

8. 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 for the services satisfactorily performed through the date of termination an amount bearing the same proportion to the yearly Lump Sum as the work satisfactorily performed bears to the total work to be performed.

9. 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 Treasurer. Such approval may be withheld if for any reason the Treasurer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

10. 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 Treasurer, 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 Treasurer.

11. 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.

12. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Treasurer 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.

13. Estimates, reports, records, data, charts, documents, 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. 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.

14. 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.

15. You shall promptly and fully inform the Treasurer 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.

16. 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 Treasurer. 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.

17. 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.

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

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

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

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

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

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

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

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a)

to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

19. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "20G.", 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.

21. 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.

22. 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 Treasurer, 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.

23. 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 Treasurer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Treasurer, 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 Treasurer 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 Treasurer to be no longer appropriate because of such preclusion, then the Treasurer 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.

24. DEFINITIONS

As used in sections 19 to 23 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.

25. 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.

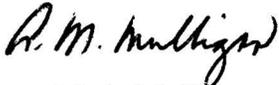
26. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

27. The effective date of this Agreement shall be August 1, 2012.

28. 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,

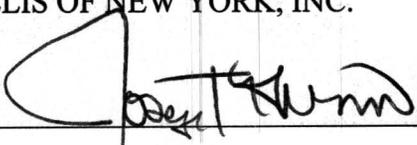
THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



Anne Marie Mulligan
Treasurer

Date 7/31/12

ACCEPTED:
WILLIS OF NEW YORK, INC.

By: 

Title: PRESIDENT

Date: 7/30/12

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE FIRM SERVICES FOR A CONTRACTOR INSURANCE PROGRAM DURING 2012-2014

BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 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 Authority's facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network.

II. GENERAL INFORMATION

A. CORPORATION FINANCIAL INFORMATION

Your attention is directed to <http://www.panynj.gov/corporate-information/financial-information.html>, where you will find the most recently published Comprehensive Annual Financial Report of the Port Authority, for a description of Authority operations, finances, official statements, and certain additional information. In addition, you may wish to consider that in 1951, the States of New York and New Jersey adopted legislation consenting to a waiver of certain of the Authority's immunities from suit and from liability, subject to, among other requirements in specific cases, the filing of a valid and timely notice of claim in an action for money damages and commencement of suit in all actions within one year from the date the cause of action accrues. Further information about the Authority's business areas, facilities and programs is available on the Authority's web site at <http://www.panynj.gov>.

B. RISK FINANCING

The Treasury Department's Risk Financing Division (The Division) is responsible for the overall risk management program of the Authority, which includes the Authority's CIP, Public Liability and Property Insurance Programs, a workers' compensation section managing a self-insured, TPA-administered workers' compensation program, as well as a contracts and agreements section which manages the insurance requirements in leases and contracts, respectively. The Division is responsible for preserving Authority financial, physical and human assets and resources by developing and administering risk transfer, retention and reduction policies, programs and techniques. The Division administers a complex insurance and self-insurance portfolio that requires worldwide capacity. In carrying out this responsibility, centralized internal controls and evaluation processes are maintained in order to effectively assess the Authority's loss-bearing capacity and its exposure to financial and physical loss. Although not part of Risk Financing, the Claims Division of the Authority's Law Department is responsible for the general oversight of all claims brought against and by the Authority and its subsidiaries and affiliated entities. Specific reporting requirements, outlined in current policies, mandate which claims are reported to insurers.

The Authority has taken several important steps to reduce its exposure to loss. Those steps may include:

- Contractually (leases, permits, licenses, rights-of-entries and other contracts) transferring responsibility for various operations to tenants, construction contractors, maintenance and service contractors, or other enterprises.
- Hold harmless agreements and requirements that the Authority be named as an additional insured under liability insurance policies furnished by tenants, contractors, vendors, consultants, etc. Please note that the amount of insurance required by the Authority from third parties will vary, depending upon the specific contractual arrangement involved. Generally, coverage is requested at not less than \$2 million per occurrence.

C. THE CONTRACTORS INSURANCE PROGRAM

The Authority's CIP began in 1986 and has existed continuously since that time. When formed, the CIP provided General Liability, Builders' Risk and Workers' Compensation coverages to the vast majority of contractors and subcontractors working on Authority construction and construction related projects. In 1988 the concept was expanded with the formation of the Maintenance & Service Insurance Program (MSIP), which provided General Liability and Workers' Compensation coverages for the Authority's maintenance and service contractors. MSIP was removed in 1999. In 2006, PAICE became an integral part of the CIP, ensuring the frequency layer of many coverages.

CIP has continued to evolve in the years since its inception and has gone through a number of changes:

- Effective 1/1/91, the General Liability limit was \$25 million per occurrence.
- Effective 3/1/94, the Builders Risk limit was \$50 million per occurrence.

Effective 11/11/99, no new maintenance and service contracts were to be added to CIP.

Those contracts currently in force will run off to their natural expiration.

A recap of the current program:

- Only construction/construction-related contracts are covered, along with a run-off of existing maintenance and service contracts. The Authority considers elevator/escalator, HVAC, and electrical contracts to be construction-related. Some third party, construction-related consultants are also considered for CIP. Special Authority-related construction projects (e.g., projects with Authority involvement on facilities owned by others) could also be considered for CIP.

- The current General Liability limit is \$100 million per occurrence and is primarily placed with Lloyd's of London. Completed Operations coverage is included for three (3) years from the date of the termination of each Authority contract.

- All-Risk Builders Risk with a limit of \$50 million per occurrence with a \$10 million sub-limit for property off premises (at Authority option) and/or in-transit and is primarily placed with Lexington. No coverage is provided for contractors' equipment. Builders Risk coverage remains in place until the property is put to its intended use.

- Workers' Compensation with Employer's Liability coverage (minimum of \$1 million in New Jersey), including United States Longshore and Harbor Workers' Act, Federal Employers Liability Act, Merchant Marine Act (Jones Act), and Other States coverages and is primarily placed with Chartis. Waiver of all liens in favor of PAICE and its wholly owned entities.

All lines include coverage for terrorism.

- Non-Owned watercraft under 26 feet in length.
- Coverage for explosion, collapse, and underground property damage.
- Excess Automobile Liability (over valid and collectible underlying) for Authority and its wholly owned entities' interests.
- Contractors solely engaged in the delivery of materials and supplies are not covered under the CIP.
- Coverage applies to the Port District and is extended, with underwriter's approval, to workers temporarily off-facility site performing duties specific to the Authority contract.

- The Authority as owner and/or all contractors and/or all subcontractors, consultants, subconsultants, and program managers are insureds under the Liability Insurance Policy, and, under the Builders Risk Insurance, the Authority, and its wholly owned entities are named insureds and contractors and all subcontractors, property owners are additional insureds as their interests may appear.

- The insurance policy(ies) must contain the following endorsement for the above coverages:

"The insurer(s) shall not, without obtaining the express advance written 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."

- The Authority, through its Engineering Department, makes the final determination to accept or reject contractor/subcontractor for any project. The individual contractor's experience modification is taken into consideration during this review process.

- No coverage is provided for Railroad Protective Liability nor for "pollution" ("absolute" pollution exclusion).

- Asbestos removal contractors are not provided with Workers' Compensation coverage.

- Lead abatement contractors are provided with Workers' Compensation.

- Hazardous Waste and Dredging contractors are not included in the CIP.

- All World Trade Center contracts that are funded by the federal government, including but not limited to the World Trade Center Transportation Hub Project, are not a part of this CIP brokerage service.

- Since its inception, the premium base for the CIP has been a rate(s) applied per \$100 of payments to contractors.

D. LOSS CONTROL

The Authority takes an active role in efforts to control loss costs. In this regard, the Authority is highly involved in litigation management over its CIP claims and intends to maintain its current level of participation and oversight in the claims process. In keeping with its involvement in the claims management process, the Authority reserves the right to select legal counsel for the CIP from a list of panel counsel of the lead carrier and to amend such selection at any time during the term of the CIP. In addition, a Claims Review Committee (CRC) has been established that is comprised of members of the Authority's staff, the brokerage firm's staff, Port Authority's outside counsel, claims investigator, and underwriters from the lead excess carrier and the captive lead. The objective of the CRC is to chart a course of action with respect to major claims and develop protocols for the resolution of less

serious actions. In recognition of the CRC activities, the insurers underwriting the Authority CIP coverage have granted certain settlement authorities, including but not limited to accommodations and lien waivers to the CRC that historically have been reserved only to the insurers.

III. SCOPE OF WORK

The scope of work under this Agreement shall generally consist of the following.

The brokerage firm shall place the CIP for multiple policy terms, with the first policy in the CIP expiring June 1, 2014. The brokerage firm is also required to handle any residual claims and existing policies from the previous brokerage coverage period. The brokerage firm shall provide, but not be limited to, the following services in connection with this Agreement:

- Designing the insurance coverage for the CIP, including, but not limited to, Multi-State Workers' Compensation, General Liability, Excess Liability and Builders' Risk. The Authority may consider additional coverages not currently provided in the CIP. The successful brokerage firm shall also extend service to include claims and contracts currently open and covered by the existing CIP.
- Facilitating claims administration process. The Authority retains the right to choose counsel from the carrier's panel for CIP defense and to amend such selection at any time during the term of the CIP. The collaborative effort in the use of the CRC as described in "Loss Control", above, has yielded positive results for both the Authority and the insurance carriers in claim cost containment and control. It is the intent of the Authority to continue the CRC with its CIP.
- Submitting the design and marketing approach of the individual coverage requirements of the CIP to the Authority for approval prior to brokerage firm's initiation of marketing of the CIP to potential insurance carriers.
- Organization and staffing of a dedicated CIP service team. The service team will consist of an account manager, insurance broker, claims professionals, construction loss control specialists and CIP administrators as needed to provide timely service. This service team will have as its primary responsibility the design, oversight, and implementation of the Authority's CIP for all construction sites and will act as the processing conduit for the CIP administration. In addition, the brokerage firm will seek the Authority's consultation and approval of any personnel changes made to the service team for the duration of the Agreement.
- Providing various reports, including quarterly progress reports, accident analyses, claim summary reports, projected cash flow analysis, reports to underwriters, and such other reports as may be reasonably requested by the Authority with respect to the CIP. The financial reports to include data by project, premium allocation, project estimated savings, claims status summaries, and loss control status reports.

- Integrating the resources of PAICE to provide the greatest cost savings for the CIP. On October 16, 2006, the Authority began operation of its captive insurance company, PAICE. PAICE was created by the Port Authority to engage in the business of acting as a pure captive insurance company under Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994) and Title 31, Chapter 39 of the District of Columbia Code (the Captive Insurance Company Act of 2004). PAICE's mission is to insure certain risk exposures of the Port Authority and its wholly owned entities. PAICE is a limited liability company created by the Port Authority and of which the Port Authority is the sole member, under the laws of the District of Columbia. PAICE will be an integral part of the CIP.

IV. DESCRIPTION OF CONSULTANT'S TASKS

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

1. Assisting the Authority in its preparation of contractual insurance requirements, and assisting contractors and their subcontractors in complying with insurance requirements, including but not limited to providing a written guide for contractors.
2. Enrollment administration - Certificate and policy issuance: Procuring, establishing, and maintaining a secure, web-based administration portal for certificate and policy issuance. Authority staff as well as that of the brokerage firm must have concurrent access to such a portal. Certificate tracking of non-enrolled contractors and engineers is not required.
3. Fostering and overseeing all communication with insurance carriers and providing data transfer from the Port Authority to all carriers.
4. Data system tracking of contract progress and payments, including but not limited to, claims, coverage and payroll, from pre-award to conclusion: Procuring, establishing, and maintaining a secure, web-based administration portal for certificate and policy issuance. Authority staff as well as that of the brokerage firm must have concurrent access to such a portal. Such system must provide general contractors with electronic means to report payroll while providing the Authority and underwriters 24/7 access to critical project information, including contractor compliance status. The system must provide an easy-to-understand tree-style hierarchy displaying all the contract/subcontract relationships as well as their current status.
5. Providing loss control services, including but not limited to: monitoring, training, field inspections, carrier coordination.
6. Processing and coverage verification of all Notices of Loss.
7. Claim management and tracking, including action plan development for Authority review.
8. Case reserve review and verification/investigation assignment.

9. Litigation management and Alternative Dispute Resolution (ADR) Coordination.
10. Settlement recommendations and authorization with regard to all claims.
11. Actuarial analysis of program results and statistical reports as required.
12. Management and finalization of all current CIP contracts and all existing claim run offs, with arrangements for Authority review, including but not limited to, claims resolutions from insolvent carriers.

Note: All reports and documents required by the performance of the above tasks shall be submitted in draft form, and resubmitted in final form within 10 business days of receipt of Authority comments.

VI. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

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 \$1,000,000 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 \$1,000,000 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 be specifically endorsed with a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary with respect to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

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."*

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.

C. Professional Liability Insurance:

Not less than \$2,000,000 each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work under this Agreement, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the Authority Agreement number, compliance with notice of cancellation provisions, and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

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

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement. 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.

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