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A. Project Objective

The Delaware River Port Authority ("DRPA") owns the Riverlink Ferry System, which provides seasonal ferry service between Penn’s Landing in Philadelphia, PA and Wiggins Park in Camden, NJ. DRPA seeks a professional transportation planning and/or consulting engineering firm to prepare a Five Year Master Plan for the Riverlink Ferry System. The Master Plan will identify a detailed blueprint for growth of the system over a five year period, with the goal of maximizing revenue and efficiency of operations. DRPA envisions that the Master Plan will include a comprehensive market analysis, as well as a detailed analysis of growth and expansion opportunities utilizing new routes and/or landings.

The Master Plan will include, but not be limited to the following:

➢ A comprehensive market analysis, including but not limited to a detailed breakdown of current ridership, identification and quantification of ridership drivers, future opportunities for ridership growth, detailed projections of future ridership over a five year horizon;

➢ Identification and analysis of expansion opportunities, including new routes, new landings, and/or reconfiguration of existing service;

➢ Analysis of proposed “Ride the Ducks” route from Philadelphia to Camden and recommendations for minimization of impact on Riverlink Ferry System ridership;

➢ Detailed cost analysis for all expansion alternatives, including but not limited to land acquisition, design and construction, environmental, start-up costs, and O&M costs; and

➢ Specific recommendations to maximize the growth and profitability of the Riverlink Ferry System over the next five years.

B. Background

1. Riverlink Ferry Service - History

Historically, ferries operated extensively between Philadelphia, PA and the New Jersey communities on the banks of the Delaware River. That service terminated at some point in the 1950’s, as vehicle traffic became the preferred mode of transportation. Seasonal passenger ferry service was restored in 1992 by the Delaware River Ferry Corporation, which provided service between Penn’s Landing in Philadelphia, PA and Wiggins Park in Camden, NJ. DRPA later acquired the ferry boat and landing rights and has operated the seasonal passenger ferry service since approximately 2000.
2. Existing Docking Sites and Vessel

a. **Penn’s Landing, Philadelphia, PA:** The Riverlink Ferry System’s western terminus is located at Penn’s Landing, in Philadelphia, PA. DRPA leases the docking site and ticketing location from the Penn’s Landing Corporation, pursuant to a lease which extends through December 31, 2018. The leased premises consist of a tented queuing area, a ticket booth, and a docking barge which is connected by a ramp.

b. **Wiggins Park, Camden, NJ:** The Riverlink Ferry System’s eastern terminus is located at Wiggins Park, in Camden, NJ. DRPA leases the docking site and ticketing location from the County of Camden, pursuant to a lease which extends through December 31, 2018. The leased premises consist of a tented ticket booth, a docking barge (connected by a ramp), and a small office building on the barge.

   i. **Potential New Ferry Terminal:** The DRPA has conducted preliminary design and environmental work in connection with a potential new ferry terminal located north of the Adventure Aquarium, directly behind the Susquehanna Bank building. In the event that this project moves forward, it is anticipated that the new ferry terminal would become the primary docking location for the Riverlink Ferry System on the New Jersey side. This location would enable passengers to access all waterfront attractions, as well as connect with RiverLine light rail service and the planned aerial tram. If constructed, it is anticipated that the new ferry terminal would have the capacity to accommodate two 600 passenger ferry boats. Secondary and/or specialty service may be provided at the existing Wiggins Park location.

c. **M/V Freedom Ferry:** The M/V Freedom is a 600 passenger double-ended ferry with onboard restroom facilities and a snack bar. The M/V Freedom features an enclosed lower deck, as well as a covered upper deck for passenger seating. The M/V Freedom is 100’ long and 43’6” wide.
C. **Scope of Work**

The successful firm shall conduct all necessary research, meet with DRPA as required, and perform all such other tasks as are required to prepare and provide the following scope of services, as well as all other services required to produce the deliverables set forth below.

1. **Market Assessment:** DRPA seeks a comprehensive analysis of the current customer base of the Riverlink Ferry System, including but not limited to a detailed breakdown of current ridership, identification and quantification of ridership drivers (e.g. attractions which draw riders), current and future opportunities for ridership growth, detailed projections of future ridership over a five year horizon, and all other factors which impact the ridership of the Riverlink Ferry System. The successful firm will look at planned development in the port district, including but not limited to new residential and commercial development (e.g. RiverWinds, the Philadelphia Navy Yard), as well as new or upgraded attractions and venues (e.g. continued development of the Adventure Aquarium area in Camden, NJ and potential casino development in Philadelphia, PA). The successful firm will also analyze the proposed “Ride the Ducks” route from Philadelphia to Camden and make recommendations to minimize impact on Riverlink Ferry System ridership, as well as identify opportunities for collaborative marketing and joint product offerings. The successful firm will identify opportunities for growth in the current system (e.g. partnering with Adventure Aquarium and other waterfront venues, offering specialty cruises, charters), as well as identify areas where demand is going to reach a tipping point in the next five years to make a new service or landing financially viable.

2. **Growth and Expansion Opportunities:** Based on the market assessment detailed above, the successful firm will identify and analyze alternatives for growth in the current system, as well as alternatives for expansion of the Riverlink Ferry System, including new routes, new docks, and/or reconfiguration of existing service. Each alternative should be thoroughly analyzed and include a detailed assessment of the pros and cons. Each alternative should identify the ridership drivers which will support it, detail projected ridership over the five year planning horizon, specify the anticipated profitability horizon, and include detailed and complete cost analysis, including but not limited to land acquisition, design and construction, environmental, start-up costs, vessel requirements, labor requirements, fuel requirements, and ongoing O&M costs. Each alternative should address whether it can be done with the current vessel or whether additional and/or replacement vessels would be required. The successful firm should also analyze the reasonable life expectancy of the current vessel and make recommendations regarding the feasibility of additional and/or replacement vessel(s). For each alternative, the successful proposer should examine ways to generate additional revenue and/or offset costs. Each alternative must coordinate with existing development plans for the waterfront. Each alternative must be able to comply with federal and all other security requirements. Green
potential should be addressed and options provided.

3. **Recommendations:** The successful firm will provide specific and realistic recommendations to maximize the growth and profitability of the Riverlink Ferry System over the next five years.

**D. Deliverables**

Within ninety (90) days of the execution of the contract, the successful proposer shall present DRPA with a draft Five Year Master Plan for the Riverlink Ferry System. This draft shall include all items set forth in the scope of services. The parties shall meet to review the draft Five Year Master Plan for the Riverlink Ferry System and discuss all issues related to finalization of the report. Within one hundred and twenty (120) days of the execution of the contract, the successful proposer shall present DRPA with the final Five Year Master Plan for the Riverlink Ferry System. This document shall include all items set forth in the scope of services, including but not limited to a detailed market analysis and concise alternatives and recommendations about growth and expansion of the Riverlink Ferry System based on market projections, with detailed cost estimates attached. Said recommendations must be presented in conjunction with a justification that is derived from the market analysis and a clear understanding of pending development in the waterfront region. The Master Plan must include an operational component, demonstrating that enhanced infrastructure can be viably utilized, meet current and future ridership requirements, as well as federal security requirements, and be cost-effective.

**E. Proposal Preparation and Schedule**

1. **Technical Proposal:** The Proposal shall, fully and in detail, discuss all items presented in the SCOPE OF SERVICES. Proposals will be limited to twenty (20) pages, excluding personnel resumes/experience profiles, promotional literature about your firm, current work capacity, proposed schedule, and a copy of this RFP. In order to evaluate your firm’s qualifications and ability to perform the work specified herein, it is requested that you submit the following information in a clear and concise manner:

   A. A brief description and history of your firm, highlighting specific experience with similar projects. If you intend to use sub-consultants for any portion of the work, this must be indicated in your proposal. For each sub-consultant, provide a brief history demonstrating the sub-consultant’s specific experience
and expertise relevant to their portion of the work.

i. Brief descriptions of education and experience of key personnel (including sub-consultants) who will be assigned to work on this project. Resumes shall provide a brief description of the projects on which the employee has gained his/her experience, but the focus should be on the specific duties of the individual.

ii. A comprehensive organizational chart, including all sub-consultants, to show the project management hierarchy and staff for this project.

iii. Indicate the location(s) of the project office(s) for work to be done by the consultant and/or sub-consultants to be utilized in performance of this work.

B. Provide any other information that you feel is relevant and which will assist the DRPA in evaluating your firm for this work.

2. Price Proposals: No dollar amounts should be included in the Technical Proposal. A separate, sealed envelope plainly marked “Price Proposal, Riverlink Ferry System Master Plan” shall be submitted containing all Price Proposal information, including a completed “Schedule A” (as attached to this RFP).

A. Direct Labor Cost: The direct labor cost for each of the consultant’s personnel assigned to the work shall be computed and billed as the number of hours spent engaged in project related matters multiplied by the hourly wage rate for each individual.

The cost proposal shall clearly indicate the job classifications as they are to appear on monthly invoices, of all personnel who are expected to participate in the project along with the corresponding hourly wage rate. No wage rate changes will be permitted during this project.

B. Overhead: Overhead shall include normal operating expenses and a portion of the cost of mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

C. Reimbursable Expenses: Include expenses incurred by the consultant and sub-consultants in direct connection with the engagement as follows:
i. Direct expenses of transportation (except daily commutation), long distance communications and, if necessary, fees paid for securing approvals of government authorities interested in the project.

ii. Direct expenses of reproduction, postage and handling of drawings, specifications, and other documents.

iii. Direct expenses associated with the renting of equipment (if needed).

D. Retainage: The DRPA will retain an amount equal to ten (10) percent of the sum of the consultant’s direct labor and overhead costs until such time as the Authority accepts the Final Master Plan. After such time, all retainage will be paid to the consultant.

E. Payment of Services: Payment of services described in “SCOPE OF WORK,” along with reimbursable expenses, will be made monthly in amounts as set forth in monthly invoices describing expense incurred and hours spent on the project by each employee of the consultant and its sub-consultants all computed on the basis set forth in sections.

3. Proposal Schedule: Proposals (with six copies) are due at DRPA by Friday, August 15, 2008, at 4:00 pm local time at:

   Delaware River Port Authority
   One Port Center, 7th Floor
   2 Riverside Drive
   P.O. Box 1949
   Camden, New Jersey 08101

   Attention: Howard Korsen, Manager, Contract Administration, 7th Floor

   DRPA’s telephone number to be used for express delivery services is (856) 968-2083. **Electronic or fax proposal submittals will not be accepted.**

   Proposals received after the above date and time will not be considered. It is the respondent’s sole responsibility to ensure that adequate lead-time is provided for mailing or utilizing delivery services.

4. Mandatory Pre-Proposal Meeting and Site Visit: A mandatory pre-proposal meeting and site visit will be held on Friday, August 1, 2008 at 10:00 AM at the Wiggins Park ferry dock in Camden, NJ. The mandatory Pre-Proposal Conference will include a tour
of the Camden and Philadelphia docking sites, as well as a tour of the Freedom Ferry. A proposal received from any firm which was not represented at the pre-proposal meeting will not be considered and will be returned to the firm unopened.

5. **Commitment**: In the event that the DRPA decides to suspend or terminate this RFP, it is specifically understood that the DRPA will not be responsible for any costs or expenses incurred by you in connection with the proposal preparations.

6. **Presentation**: Proposal presentations by all or selected firms may be scheduled at the discretion of the DRPA. Each selected firm will be expected to present their solutions to the DRPA.

**F. Evaluation**: Proposals will be evaluated on the criteria identified below. All proposals will be scored on a point scale of 0-100, according to the point system detailed below:

1. Qualifications of the firm, experience with similar projects, and staffing plan (0-30 points).

2. Demonstrated understanding of development initiatives on the Philadelphia and southern New Jersey waterfronts, including specific development projects currently being planned and constructed by public and private entities (0-15 points).

3. Demonstrated understanding of ferry operations (0-15 points).

4. The technical proposal, including responsiveness to all elements of the RFP, quality of technical proposal, understanding of the project and scope of work, and exceptions (if any) to the standard terms and conditions (0-30 points).

5. MBE/WBE participation (0-10 points).

**G. PROPOSAL SUBMISSION CONDITIONS AND CONTRACT AWARD**

The RFP sets forth the scope of services to be performed. Any information or understandings, verbal or written, which are not contained either in the RFP or in subsequent written addenda to the RFP (to be shared with all Proposers), will not be considered in evaluating proposals.

In making its selection, the DRPA is not required to accept the proposal with the lowest cost and may, in its sole discretion, reject proposals which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal or Proposals. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity. DRPA reserves the right, in its sole discretion, to reject any and all bids.

As part of the process leading to the selection of the respondent, the DRPA may request additions or
clarifications to the proposal.

Questions: All questions related to the RFP must be submitted in writing via e-mail. No questions submitted by facsimile, mail or telephone will be answered. If any questions submitted make necessary the issuance of an addendum, the addendum will be furnished to all parties receiving a copy of the RFP. Only responses and addenda, which have been issued by the DRPA, shall be valid. All responses to questions will be made available to all Proposers via an e-mail distribution list. All questions relating to the RFP must be addressed to:

Kate McNamara, Director  
Port of Philadelphia and Camden  
E-mail Address: kmmcnamara@drpa.org

Questions must be received no later than 4:00 pm on August 1, 2008. Any questions received after this date and time will not receive a response and will not be considered in the evaluation process.

Proposal Submission: All RFP submissions and supporting/subsequent materials will become the property of the DRPA and will not be returned.

Contract Award: Upon selection of the successful proposer by DRPA, DRPA staff will request DRPA Board approval to award the contract. Upon receipt of such approval the contract will be executed and a notice to proceed will be issued. In the absence of DRPA Board approval or in the event of a veto it is understood that DRPA has no power to proceed and RFP respondents will have no claim against DRPA if it fails to proceed in the absence of Board approval and expiration of all applicable veto periods.

H. Standard Clauses

The winning proposer shall enter into an Agreement in the following form. Additional provisions may be added by DRPA.

1. Insurance: All insurance policies required shall be maintained in full force until all work under this Contract is completed, as evidenced by the formal acceptance thereof, in writing by the Authority. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the Authority in the event of cancellation, non-renewal or material change in the policy.

The Bidder to whom the Contract is awarded shall furnish to the Authority within ten (10) calendar days after the day of official notice of award of the Contract, insurance certificates, in triplicate, evidencing that they have provided the required coverages. They may be required at a later date and upon specific request by the Authority, to furnish certified copies of any or all insurance policies related to protection for the work under the Contract. The Authority shall not be liable for the payment of any premiums under the foregoing.
The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey, as the location of the work indicates and shall be acceptable to the Authority.

Neither approval by the Authority nor a failure to disapprove insurance certificates furnished by the Consultant shall release the Consultant of full responsibility for all liability as set forth in the contracts indemnification clauses entitled, “All Risks Assumed by Consultant”, and “Indemnification” respectively.

The minimum requirements of insurance to be carried by the Consultant shall be as follows:

(A) **Automobile Liability Insurance:**

To provide coverage for all owned, non-owned, hired, leased and rented vehicles and automotive construction equipment: Automobile Liability Insurance in an amount not less than Five Million Dollars ($5,000,000) combined single limit for Bodily Injury and Property Damage in any one occurrence with the appropriate Endorsement to provide coverage for the transportation of hazardous materials where necessary. Such coverage shall include Automobile Contractual Liability coverage for the liabilities assumed under the contracts indemnification clauses entitled “All Risks Assumed by Consultant” and “Indemnification”, respectively.
(B) **Commercial General Liability Insurance:**

Commercial General Liability Insurance in an amount not less than Five Million Dollars ($5,000,000) combined single limit Five Million Aggregate, as respects Bodily Injury, Property Damage and Personal Injury in any one occurrence.

Contractual Liability Insurance to include coverage for the liabilities assumed under the contract indemnification clauses, entitled, “All Risks Assumed by Consultant” and “Indemnification” respectively in an amount not less than Five Million Dollars ($5,000,000). Acceptance of coverage in this amount by the Authority does not release the Consultant of full responsibility for all liability as set forth in the indemnification clauses set forth in the contract indemnification clauses entitled, “All Risks Assumed by Consultant” and “Indemnification” respectively.

The coverage provided shall include Premises Operations, Products and Completed Operations Liability, Broad Form Property Damage, Independent Consultants, Personal Injury and Explosion, Collapse and Underground coverage (XCU).

The General Liability Policy’s pollution exclusion applicable to pollutants brought to a job site in connection with the Insured’s operations should be amended so that the pollution exclusion does not apply with respect to fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a part designed to hold, store or receive them.

(C) **Workers’ Compensation and Employer’s Liability Insurance:**


Coverage B, Employer’s Liability: $1,000,000 Each Accident
$1,000,000 Disease-Each Employee
$1,000,000 Disease-Policy Limit

If applicable, Coverage shall be provided for the United States Longshoremen’s and Harbor Workers’ Compensation Act and Maritime Employment under the Jones Act.

*The Limits of Liability in Paragraphs (A), (B), and (C) above can be met by combining the Consultants Individual Policy Limits of Liability with their Umbrella Liability Policy Limits.*
D) **Professional Liability Insurance:** The Consultant shall be responsible for the maintenance of Professional Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

If coverage is written on a Claims-made basis, the Subcontractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract (including any Design Work for this Contract); and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of [two (2)] years beginning when the work under the contract is completed.

(E) **Aircraft Liability:** Should aircraft of any kind be used by the Consultant, they shall maintain aircraft liability insurance including bodily injury, personal injury and property damage, as respects any aircraft owned, used, operated, or hired by the Consultant in connection with the Work. Coverage should include contractual liability insurance (for any contracts related to this work). Required minimum policy limits are:

- Combined Liability Coverage for Bodily Injury and Property Damage: $10,000,000 each occurrence
- Personal Injury Liability: $10,000,000 each occurrence

(F) **Watercraft Liability:** Should watercraft of any kind be used by the Consultant, they shall maintain watercraft liability insurance including bodily injury, personal injury and property damage, as respects any watercraft owned, used, operated, or hired by the Consultant in connection with the Work. Coverage should include contractual liability insurance (for any contracts related to this work). The required minimum policy limit of liability is $5,000,000 each occurrence.

(G) **Railroad Protective Liability – Other than for PATCO:** Should any portion of the work require Railroad Protective Liability Insurance to cover the interests of an entity other than the interests of PATCO, the Consultant shall furnish the coverage required in the name of the railroad identified with the Limits of Liability as stated in the bid documents.

(H) **Completed Operations Coverage:** The Consultant will include coverage for completed operations for two years. It is the responsibility of the Consultant to arrange for the continuation of completed operations coverage with their own insurance agent, broker and/or insurer.

(I) **Mobile Equipment:** Some mobile equipment may not be insured under Commercial General Liability policies (ISO 1996 policy form or later). Consultants utilizing mobile equipment not scheduled in their auto policy should
review this coverage with their agent and/or insurer.

(J) **Owned or Leased Equipment**: Consultant shall maintain insurance on their owned or leased equipment, tools, trailers, etc. including coverage for the Authority’s equipment used by the Consultant.

(K) **Additional Insured Provision**: The insurance policies identified in paragraph (A) and (B) (including paragraph (E) and (F) if applicable) above shall include an endorsement naming the Delaware River Port Authority (DRPA) and the Port Authority Transit Corporation (PATCO) as additional insureds (collectively, the “Additional Insureds”) including Excess or Commercial Umbrella Liability Policies if applicable.

(L) **Waiver of Subrogation Endorsement**: The insurance policies identified in paragraph (A) and (B); and (E) and (F) if applicable, above shall include an endorsement waiving rights of subrogation in favor of the Additional Insureds described in (K) above.

(M) **Primary Insurance**: The insurance policies identified in paragraph (A) and (B); and (E) and (F) if applicable, above shall include an endorsement stating that the coverage afforded the Additional Insureds described in (K) above will be primary to any other coverage available to them.

(N) **Self Insured Retentions**: None of the policies of insurance required of the subcontractor by this agreement shall contain self insured retentions in excess of [$10,000], unless agreed to in writing by the Contractor.

(O) **Certificate of Insurance**: All Certificates of Insurance shall indicate, in the Special Items Section, that all policies except the Workers’ Compensation Policy, the Railroad Protective Policy (for interests other than PATCO) and the Professional Liability Policy will contain 1) an Additional Insured Endorsement, 2) a Waiver of Subrogation Endorsement and 3) a Primary Insurance Endorsement as outlined above.
**Sub-Consultant’s Insurance:** If any part of the work under this contract is to be performed by a sub-Consultant, the Consultant shall be responsible for each sub-Consultant maintaining insurance as specified in the above Paragraphs.

**THE CERTIFICATE OF INSURANCE MUST BE PROVIDED AND APPROVED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND PRIOR TO THE START OF YOUR WORK.**

The insurance requirements in this section are mandatory.

2. **SAVE AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify, protect, save and hold harmless the DRPA, its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, demands or damages, or whatsoever kind or nature arising from, out of, or in connection with the performance of this Agreement, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.

3. **TERMINATION**

It is understood and agreed that the DRPA hereby reserves unto itself the right to terminate this Agreement at any time, for any reason whatsoever, upon giving not less than fifteen (15) days prior written notice to the CONSULTANT. In the event that DRPA exercises such right of termination, DRPA shall be without further liability whatsoever to the CONSULTANT under this Agreement, except that the DRPA will reimburse CONSULTANT for services rendered and costs expended, and pay to the CONSULTANT the amount of fee earned by the CONSULTANT to the date of said termination. The CONSULTANT agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination other than the aforesaid referenced payments.

4. **WORK PRODUCTS**

All materials, calculations, computations, specifications, drawings and intellectual property developed and prepared by the CONSULTANT, in the performance of its services herein, shall become the property of DRPA, and shall be turned over to DRPA at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DRPA.
5. **INTELLECTUAL PROPERTY**

CONSULTANT acknowledges and agrees that all work produced pursuant to this Agreement is work made for hire and accordingly, all copyright, trademark, and intellectual property rights are owned exclusively by DRPA.

6. **SUB-CONTRACTING, ASSIGNING OR SUB-LETTING**

Prior written approval of DRPA is required for subcontracting any services covered by this Agreement, other than those specifically set forth in the CONSULTANT's Proposal. Requests for authorization to subcontract must be submitted in writing to the DRPA's Director of the Port of Philadelphia and Camden, accompanied by a description of the specific work to be subcontracted, the total value of such subcontracted work, and proof that the organization which will perform the work is qualified. The right to qualify, accept or reject any subcontractor is reserved expressly to the DRPA.

7. **POLITICAL PAYMENTS AND/OR CONTRIBUTIONS**

The CONSULTANT warrants to DRPA that neither the CONSULTANT, nor anyone authorized to act on the CONSULTANT's behalf, has made any payment or contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of this Agreement. The CONSULTANT agrees that if the Executive Committee of the DRPA decides, after such hearing as it deems necessary, that this warranty has been breached, the CONSULTANT shall, within thirty (30) days of this decision, pay to the DRPA liquidated damages equal to twenty-five percent (25%) of the face amount of this Agreement or order, provided the Executive Committee's decision shall be final, unless the CONSULTANT seeks a review thereof in a commercial arbitration proceeding conducted by the American Arbitration Association, instituted by the CONSULTANT within fifteen (15) days of receipt of the Executive Committee's decision; and the CONSULTANT further agrees that it shall be ineligible to receive any award of any contract or purchase order from the DRPA for a period of one (1) year from the date of any final decision unfavorable to it.

8. **APPLICATION OF LAWS AND REGULATIONS**

By entering into this Agreement, DRPA does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

9. **NONDISCRIMINATION**
THE SUCCESSFUL CONSULTANT warrants and represents that in carrying out its obligations under this Contract, it will not discriminate against employees or applicants for employment because of race, color, religion, national origin, sex, age, or non-job-related disability, and will undertake or continue to comply with all existing or future state and federal laws, rules and regulations respecting programs of Affirmative Action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Contract, affirmative action shall mean those activities undertaken during the course of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation, to ensure that minority group members and women are afforded equal employment and contracting opportunities.

10. AUDIT AND INSPECTION OF RECORDS

The CONSULTANT shall permit authorized representatives of DRPA to inspect and audit all data and records of the CONSULTANT relating to its performance under this Agreement.

11. INDEPENDENT CONSULTANT

The CONSULTANT is an independent contractor and under no circumstances shall it, its servants, agents or employees be or become employees of DRPA in the performance of this Agreement.

12. CONFIDENTIALITY

CONSULTANT acknowledges that it may have access to DRPA’s confidential and proprietary information. It is understood and agreed that any such information learned through the course of working for DRPA is confidential and shall not be revealed by CONSULTANT to any third party and shall only be used in the performance of work authorized by DRPA. Within thirty (30) days of the expiration or termination of this Agreement, CONSULTANT shall return to DRPA all documents received from DRPA.

13. MISCELLANEOUS

a. This Agreement may not be amended, except upon written consent of both parties.

b. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST: DELAWARE RIVER PORT AUTHORITY

By: __________________________
John J. Matheussen
Chief Executive Officer

ATTEST:

By: __________________________
(NAME OF CONSULTANT)


SCHEDULE A

SUMMARY OF ESTIMATED COSTS FOR
Riverlink Ferry System Master Plan

1. Salaries and Wages by Personnel:
   Key Personnel by name, technical and support staff by classification. No wage rate change will be
   allowed for billing purposes during the length of this Contract.

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<th>Classification</th>
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<th>Average Rate</th>
<th>Estimated Cost</th>
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<td>TOTAL</td>
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</table>

2. Fringe Benefits

3. Overhead

   Subtotal $_______

4. Fixed Fee (Maximum of 10% of Items 1, 2 and 3) $_______

5. Expenses

   Travel $_______

   Reproduction & Publication $_______

   Other (List) $_______

6. Subcontractor $_______

   Subconsultant $_______

   TOTAL COST $_______