

ATTACHMENT D

SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT

**DRJTBC CONTRACT NO. C-XXXX
XXXXXXXXXX SERVICES
TASK ORDER AGREEMENT**

This Agreement (“Agreement”) effective this date of _____, ____ by and between the **DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION**, a body corporate and politic, created in December 1934, by compact executed by the Governors of New Jersey and Pennsylvania, duly authorized to do so by their respective legislatures, which compact was approved by Congress on August 30, 1935, hereinafter referred to as “Commission”, and _____, which is registered in the State of New Jersey, hereinafter referred to as “Consultant”;

WITNESSTH:

WHEREAS, the Commission, on _____, ____, issued a _____ to provide _____ and such _____ together with issued Addenda __ and __ is incorporated herein as Attachment “A” and made a part hereof; and

WHEREAS, the Consultant submitted its _____ dated _____, ____ to provide the Commission with the requested _____. and said _____ are incorporated herein as Attachment “B” and made a part hereof; and

WHEREAS, the Commission at its _____, ____ meeting adopted a Resolution to accept the Consultant’s _____ to provide _____ as further described below in this agreement and the attachments incorporated herein; and

WHEREAS, the Commission in its letter dated _____, ____ provided the Consultant with Notice of Award, which is incorporated herein as Attachment “C” and made a part hereof; and

WHEREAS, the parties now desire to enter into an agreement with regard to professional services of the Consultant to the Commission as fully set forth herein and in the attachments hereto; and

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties hereto agree as follows:

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

1. The Scope of Services to be provided under this Agreement shall be as outlined in the Scope of Services of the Commission's _____ dated _____, _____ including Addenda ___ and ___ and further supplemented by the Consultant's _____ dated _____, _____. The above referenced _____ and its _____ addenda are attached hereto as Attachment A and made a part hereof. The Consultant's _____ is attached hereto as Attachment B and made a part hereof. The Commission's _____, _____ Notice of Award letter is attached hereto as Attachment C and made part hereof. In the event of conflicts, inconsistencies or discrepancies between and/or within the contract documents including, but not limited to, the Commission's Request for Proposal, the Consultant's Proposal and Rate Schedule, any Problem Statement or any specific Task Order Assignment, the Consultant shall provide the better quality or greater quantity of Scope of Services, at no additional cost to the Commission, in accordance with the Commission's interpretation.

Specific Task Order Assignments shall be issued by the Commission on an as needed basis, as determined by the Commission in its sole discretion, and such Task Order Assignments shall be performed under the direction of the Executive Director and/or his/her designee. When the services of the Consultant are desired by the Commission, the Executive Director and/or his/her designee will provide the Consultant with a problem statement for each assignment. The Consultant shall submit a detailed scope of services and fee proposal for each assignment, which the Consultant indicates will address the problem statement, to the Executive Director and/or his/her designee within five (5) working days or fewer if required by the Commission.

2. The term of this Agreement shall be for two (2) years from the Commission's _____, _____ Notice of Award letter date, with tasks assigned by the Commission to the Consultant on an as-needed basis, as determined in the Commission's sole discretion; provided however, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion. Furthermore and without limiting the foregoing, the Commission will conduct annual reviews of the Consultant's performance under this Agreement at the end of each anniversary year of the Agreement to determine, in the Commission's sole discretion, if the Consultant's services will be required for subsequent years of the Agreement and the Consultant shall fully cooperate with the Commission in connection with such annual reviews, at no additional cost to the Commission.
3. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

B. Staff and Facilities

1. The Consultant shall designate a single point of contact with the Commission for all matters relating to this Agreement. This person shall be authorized to submit proposals for each Task Order Assignment and negotiate the cost for any and all Task Order Assignments requested of the Consultant.
2. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.
3. Any person employed in or assigned to the performance of work or services hereunder by the Consultant shall be removed from such work or services upon notice from the Commission's Executive Director and/or his/her designee.
4. ~~The Consultant shall not employ the Commission's employees in the performance hereof.~~
5. The Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the Commission, its Executive Director and/or his/her designee and all other Commission personnel for the prompt performance of this Agreement.

C. Supervision

1. The Consultant agrees that a Principal Officer of the Consultant will, at all times, have personal direction and charge of the Consultant's work to be performed hereunder and be available for meetings with the Commission's Executive Director and/or his/her designee.
2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

D. Confidentiality

1. In the performance of the services for the Commission, the Consultant will receive information and knowledge respecting the confidential details of the business of the Commission. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by the Commission, shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the Commission, some of which may be prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the Commission. This shall include, but is not limited to, documents and objects relating to the Commission, its facilities, personnel or officials.

Consultant shall not, except for use in performance of services to the Commission, copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for the Commission's benefit, either during Consultant's performance of services to the Commission or thereafter. Consultant agrees that Consultant will deliver all the aforementioned documents and objects that may be in Consultant's possession to Commission on termination of consultant's services for the Commission, or at any other time on Commission's request, together with Consultant's written certification of compliance.

2. Consultant agrees that Consultant will not, except as specifically authorized in writing by omission, disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the Commission its facilities, personnel or officials.

ARTICLE II – AUTHORITY OF EXECUTIVE DIRECTOR AND/OR HIS/HER DESIGNEE AND CONSULTANT

A. Executive Director and/or his/her designee

1. The Consultant agrees that it will faithfully execute and promptly comply with the requirements and direction of the Commission's Executive Director and/or his/her designee.

B. Consultant

1. The Consultant agrees that, in the performance of this Agreement, it is and will, at all times, remain an independent contractor. The Consultant further agrees that it will not bind the Commission, its Executive Director and/or his/her designee or any officers or employees of the Commission except as authorized in writing by the Executive Director and/or his/her designee.

C. Employee of Consultant

1. The parties hereto agree that neither the Consultant nor any person in its employ, shall be deemed, construed or become an employee of the Commission and that all instructions and directions given to the Consultant or to any of its employees by the Commission, the Executive Director and/or his/her designee, or employee of the Commission shall be for general guidance of the Consultant only.

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

1. For, and in consideration of the services performed by the Consultant under this Agreement, the Commission shall pay the Consultant up to an amount not-to-exceed Three Hundred Thousand dollars and zero cents (\$ 300,000.00). Notwithstanding anything else to the contrary in this Agreement or any attachments hereto, this Agreement is not intended to provide a guarantee to the Consultant that the specified not-to-exceed dollar amount will be utilized during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement or any Attachments hereto, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion

Individual tasks will be assigned by the Commission to the Consultant on a task order basis after receipt and approval by the Commission of a proposal from the Consultant for each task specifically requested and outlined in the Problem Statement prepared by the Commission. A not-to-exceed amount shall be established for each Task Order Assignment and shall be based on the Consultant’s Task Order Assignment Proposal Rate Schedule (See Attachment “B”) and any subsequent negotiations to arrive upon an agreed upon fee for the specific assignment authorized by the Executive Director and/or his/her designee. The services for this Agreement are assigned by the Commission on an as-needed basis, as determined by the Commission, in the sole discretion.

Costs incurred beyond the specified not-to-exceed amount established for each Task Order Assignment, without prior Commission approval, shall be at the sole risk of the Consultant.

2. The not-to-exceed payment for each Task Order Assignment shall include payment for all direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and field personnel respectively, plus approved out-of-pocket expenses at actual cost, including but not limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant’s direction.
3. The multiplier for the Consultant and any sub-consultants shall be as follows:

Multiplier	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

4. If, during any stage of the services performed under this Agreement, a change is ordered by the Commission, which results in additional costs to the Consultant, it shall be the Consultant’s responsibility to so notify the Commission’s Executive Director and/or his/her designee and request approval of same before the Consultant performs this work.

5. The Commission shall have the right to decrease the scope of any Task Order Assignment or terminate any Task Order Assignment at any time and for any reason upon written notification of the Executive Director and/or his/her designee. In such an event, the Consultant will be fully compensated for work properly performed prior to the notification of reduction in scope or termination of work.
6. If during any stage of the services performed under this Agreement, a change is order by the Commission which is deemed by the Commission to be caused by an error or omission on the part of the Consultant, its agents, servants, and/or employees, the Consultant shall perform all services necessary to correct such error and omission at no cost to the Commission.

B. Periodic Statements

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the Commission a verified statement, supported by such original or other records and receipts as the Commission may request, all on forms and in accordance with the payment and audit procedures of the Commission, which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded hereunder. Such statement, when approved by the Commission as to form and items of claim, shall be paid within thirty (30) days of presentation.

The format for submitting invoices shall be consistent with the requirements as stipulated by **NJDOT** or as deemed acceptable to the Commission. Sample invoices shall be submitted to the Commission for approval a minimum of two weeks prior to the first official request for payment.

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

1. The Consultant shall not sell, transfer, assign or otherwise dispose of this contract or any interest therein to any party, except upon such terms and conditions as the Commission may approve.

B. Subcontracts

1. The Consultant may obtain by subcontract, subject to written approval of the Commission's Executive Director and/or his/her designee, such supplemental professional and non-professional services or independent consultants as are necessary for the proper performance of this Agreement. Furthermore and without limiting the foregoing, the Consultant must retain the Commission's prior written approval prior to retaining any subcontractor and/or independent consultant under this Agreement.

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

1. In carrying out the provisions of this contract or in exercising or claiming to exercise any official power or authority, neither the Commissioners of the Commission nor any of its officers or employees shall have or incur any personal liability nor shall any claim of personal liability be asserted against any of them by the Consultant or its agents or employees.

B. Loss or Damage to Property of the Commission

1. The Consultant shall care for and protect all property of the Commission which comes into the possession or custody of the Consultant, and shall at its own cost and expense, repair or restore any such property which is lost or damaged due to the negligence or default of the Consultant, its agents, servants, and/or employees in the performance of professional and non- professional services under this Agreement.

C. Indemnification

1. With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.
2. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

D. Claims

1. The Commission shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the Commission, the Commission shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the Commission.
2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. Commission shall have the

right to approve election of such counsel by Consultant. In the event Commission determines that any counsel previously approved is not performing satisfactorily, Commission shall have the right to require that Consultant either choose a replacement counsel acceptable to the Commission or engage additional counsel for the Commission who is acceptable to the Commission.

E. E. Non-Discrimination

1. During the performance of this Agreement, the Consultant and his sub-consultant agree that it will not discriminate against any employee, applicant for employment, independent Consultant, or any other person because of age, race, creed, color, religion, national origin or non-job disability. The Consultant shall take positive creative steps beyond the ordinary toward increasing the potential for minority and women Consultants and providers of bona fide services to participate in the free enterprise system. Such positive steps shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Consultant shall post in conspicuous places at the Consultant's headquarters, available to employees, agents, applicants for employment and other persons, a notice or equivalent poster setting forth the provisions of this non-discrimination clause.

F. Laws to be Observed

1. The Consultant shall at all times observe and comply with all applicable federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the work, and shall indemnify and save harmless the Commission and its officers, agents and servants from any violation of any such law, ordinances, ruling, and regulations, whether such violations be by the Consultant or any subconsultant, or any of their agents or employees.

G. Familiarity with Laws, etc.

1. The Consultant shall familiarize itself with all federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall discover any provision in this Agreement, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Commission in writing.

H. Disputes

1. In the event a dispute arises concerning the meaning of any term used in this Agreement or the work required to be performed under this Agreement, the dispute shall be decided by the Commission’s Executive Director and/or his/her designee or his duly authorized representative within fifteen (15) days after notice thereof in writing which shall include a particular statement on the grounds of the dispute. The Consultant shall have ten (10) days after receipt of the decision in which to file a written appeal thereto. The pendency of a dispute shall not excuse or justify any interruption or delay in the Consultant’s performance of this Agreement which shall proceed with due diligence.

I. Dissemination of Information

1. Information included in this Agreement or the attachments hereto or in any ways associated with this project is intended for use only by the Commission and the Consultant and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used in any other fashion or for any other purpose.

J. News Releases

SAMPLE

1. No news releases pertaining to this Agreement or the project to which it relates shall be made without prior written approval by the Commission and then only in coordination with the Commission.

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

1. The Commission or its Executive Director and/or his/her designee may from time to time by written order require additional work and services to be performed by the Consultant. The Consultant shall submit a proposal to include scope and level of effort for each task, in writing, to perform the requested additional work and services for review and approval, within five (5) business days after receipt of the request from the Commission or fewer if required by the Commission. Payment for this work will be made on the basis of direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and a multiplier for field personnel, as shown in the table below, plus approved out-of-pocket expenses at actual cost and subconsultant and specialized services at actual cost.

Multiplier	_____	_____	_____	_____	_____
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

B. Work to Become the Property of the Commission

1. All notes, designs, drawings, specifications and other technical data of the Consultant, as well as job related records and other data including, but not limited to, electronic data, concerning the work hereunder shall become the property of the Commission and the Commission shall have the right to use all or any part thereof for the purpose, including, but not limited to, the construction, supervision or design of any structures or facilities for the sole purpose of the Commission, when and where the Commission may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the Commission whenever requested by it, and, in any event, upon completion of the work hereunder.

ARTICLE VII – CONSULTANTS INSURANCE

A. Consultant's Insurance

1. The Consultant will be required to provide insurance of the prescribed types and minimum amounts incorporated herein as Attachment "D" and made a part hereof and the Consultant will be required to comply with all other insurance requirements set forth in Attachment "D" hereto.

ARTICLE VIII – RECORDS AND ACCOUNTS, Management AND AUDIT

A. Consultant's Records and Accounts

1. The Consultant agrees to keep records and books of account showing the actual cost to and payment by it of all items of whatever nature for which reimbursement is authorized under the provisions of this Agreement. The system of accounting and the kind and detail of books and records shall be subject to the approval of the Commission.

B. Inspection by the Commission

1. The Commission or any of its officers, employees or agents, designated for that purpose, shall, at all times, be afforded all necessary facilities, during business hours of all business days, for inspection of the work and services of the Consultant and at all such times shall have access to any premises where any work or services may be carried on and performed and where any records, books, correspondence, drawings, receipts, vouchers, memorandum and other records and documents of the Consultant, pertaining to this Agreement, may be kept, with full facilities for inspection and copy thereof.

ARTICLE IX – TERMINATION

A. Default of Consultant

1. In the event that this Agreement or any part thereof has been abandoned, is unnecessarily delayed on the part of the Consultant, or is not being performed satisfactorily, or the Consultant is willfully violating any provisions of this Agreement or is performing same in bad faith as determined at the sole discretion of the Commission's Executive Director and/or his/her designee, the Commission's Executive Director and/or his/her designee may declare the Consultant in default and notify him, in writing to discontinue further performance of the services required under this Agreement. The Commission shall recover the costs of completing the services under this Agreement by deducting such amounts of monies due or to become due to the Consultant hereunder, and the Consultant agrees to pay any deficiency in such recovery to the Commission upon demand.

B. Termination at Commission's Own Interest

1. The Agreement may be terminated, in whole or in part, by the Commission upon fifteen (15) calendar days written notice to the Consultant, whenever the Commission deems it advisable to do so in its own interest. Upon Receipt of such notice from the Commission, the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Commission:

- ~~a. Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.~~
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
- c. Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
- d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
- e. Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
- f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission

has or may acquire an interest.

2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting, the general rights of the Commission as set forth in Article IX.B.1 paragraphs a. through f. hereof, the Commission shall have the right to terminate this agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Commission in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the Commission or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment Upon Termination in the Interest of the Commission

1. In the event that this Agreement is terminated by the Commission under the provisions of Article IX.B.1 and/or 2, the Commission shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the Commission determines to be just and proper under all circumstances; provided however, the Consultant shall not be entitled to receive any compensation greater than the compensation for work properly performed prior to the notification of termination. Furthermore and without limiting the foregoing, in no event shall the Consultant's or any of its agents loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

1. This Agreement shall bind the Consultant, its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Commission and its corporate successors.

ARTICLE XI – DEFINITIONS

1. The term “Executive Director and/or his/her designee”, whenever appearing herein, means the Commission’s Executive Director and/or his/her designee, and shall be deemed to include the respective successor or successors and any authorized agent representative or designee of any of them.
2. The term “Consultant”, whenever appearing herein, shall be deemed to include any successor and the principal officers, project manager, resident engineer and any other agent, officer or employee of the Consultant actually in charge of any work under this Agreement.

ARTICLE XII – MISCELLANEOUS

A. Notice. All demands, notices, requests and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefore, sent by certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the following address:

If to the Commission: Delaware River Joint Toll Bridge Commission
Administration Building
110 Wood and Grove Street
Morrisville, PA 19067
Attn: Roy W. Little, P.E., Chief Engineer

If a legal matter copies to: William Sasso, Esquire
Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103

and

S A M P L E
Michael Perrucci, Esquire
Florio, Perrucci, Steinhardt & Fader, L.L.C.
235 Frost Avenue
Phillipsburg, NJ 08865

If to the Consultant: _____

Attn: _____

Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Article XII.A. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

B. Amendments and Waivers. Any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived only with the written consent of the party against whom such amendment or waiver is sought to be enforced.

C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey or the Commonwealth of Pennsylvania, as the Commission so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of New Jersey of the Commonwealth of Pennsylvania, and the United States for

the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.

D. ~~Limitation of Actions.~~ Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.

E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

In Witness Whereof, the parties have caused this Agreement to be executed under their hands and seals.

DELAWARE RIVER JOINT TOLL BRIDGE
COMMISSION:

ATTEST:

Assistant Secretary

Wendy Vadola Reading

Print

Executive Director

Joseph J. Resta

Print

CONSULTANT: _____

ATTEST:

Signature Title

Print Title

Signature Title

Print Title