



"Preserving Our Past, Enhancing Our Future"

October 24, 2017

To: All Consultants

Re: **Request for Proposal (RFP)**
Professional Services

Southern Operations & Maintenance Facilities Improvements
Bucks County, Pennsylvania
Contract No. C-519A, Capital Project 0818A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional consulting services in connection with architectural and engineering services to provide preliminary, final and post design services for Contract C-519A, Southern Operations & Maintenance Facilities Improvements located in Bucks County, Pennsylvania.

The term "Consultant" as used throughout this RFP shall mean the prime consultant, the consulting firm with which a consultant is affiliated with (if any), and the respective sub-consultants of the foregoing that jointly comprise the team to be used for this Project (as defined below), if awarded to a Consultant.

The term "Approve" and its variations (e.g., "Approval") when capitalized in this RFP refer to the Commission's acceptance for its own internal purposes. The Commission's Approval shall not be construed to mean the Commission's endorsement or assumption of liability. No other person or entity including, without limitation, the Consultant may treat or rely upon the Commission's Approval in a manner inconsistent with this definition.

The intent of this RFP is for the Commission to select a Prime Consultant, based on their Proposal submission. Consultant selection will be in accordance with the one-step Task Order / Term Agreement process outlined in the Procurement Process Guidelines for Professional Services Consultants for the Commission's Capital Program. A copy of the guidelines is available at http://www.drjtbc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf

Consultants must possess the relevant previous experience noted below, and shall provide committed staff as required to perform the services described herein. Each Proposal submitted must meet the requirements stipulated herein, and the submitting **Consultant must agree to the terms and conditions, set forth in Attachment I: Administrative and Contractual Information of this RFP**. Consultants must through their submission demonstrate their ability to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control ("QA/QC") standards. Prior successful completion of projects of similar scope and magnitude is essential ("Similar Projects").

The Prime Consultant must have an office located within a 2-hour drive of the Commission's Executive Headquarters located in New Hope, PA. The prime consultant must perform a minimum of 30% of the work or the highest percentage among the project team, whichever is greater. The proposed Project Manager must be assigned to the same office and must be a licensed Professional Engineer or Registered Architect in the Commonwealth of Pennsylvania.

The Prime Consultant submitting a Proposal must submit documentation verifying that it is registered, as of the Proposal submission date, to do business with the Commonwealth of Pennsylvania or the State of New Jersey. The Prime Consultant shall provide a minimum of three (3) Project Descriptions (client, fee, description of services) having a total aggregate Consultant's fee of no less than \$1,000,000 providing preliminary, final and post design services on similar relative projects during the last five (5) years.

On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These can be found at http://www.drjtbtc.org/assets/delawareriver/Recusal_Guidelines.pdf. Consultants must include in their Proposal a certification in the form shown in **Attachment IV** indicating that they have read, understand and will be guided by these guidelines when performing work for the Commission.

Identified Business Enterprise (IBE) Participation

Firms submitting a proposal for this solicitation agree to abide by the Commission's Contract Compliance Program (CCP) Requirements. The Commission CCP is intended: (1) to promote and encourage minority, women, small, disadvantaged, disabled, and veteran owned businesses (referred to as "Identified Business Enterprises" or "IBEs") to participate in business opportunities with the Commission; (2) to afford IBEs an equal opportunity to compete for work on the Commission's contracts; and (3) to encourage consultants to provide subcontracting opportunities to certified IBEs. The Commission and its consultants shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law in the award and performance of contracts.

Consultants are encouraged to meet or exceed the twenty-five percent (25%) IBE participation targets. However, Consultants may comply without achieving the participation targets so long as they make and document Good Faith Efforts (as that phrase is defined herein) that would allow IBE participation. Consultants that do not meet the project's targets are subject to the Contract Compliance Department's ("CCD") Good Faith Efforts review.

To comply with the Contract Compliance Program, a Consultant has **two (2)** options: (1) **Compliance Plan I** - the Consultant may "**Opt-In**" and complete **forms A and B** by agreeing to meet or exceed the 25% participation target, or (2) **Compliance Plan II** - the Consultant may provide its **Good Faith Efforts** documentation (**forms A through F**) detailing their attempt to meet the 25% participation target. The Contract Compliance Program's guidelines and forms are more fully explained and available directly from the Commission website (www.drjtbtc.org) in the Contract Compliance section under the Doing Business link.

**IBE Payment/Payroll Reporting
Elation Systems Payment Verification System**

The Delaware River Joint Toll Bridge Commission (Commission) uses the Elation Systems payment verification system as a tool to improve communication between Prime Consultants and Sub-consultants in the compliance, documentation and reporting of payments to Sub-consultants.

The Commission requires all Prime Consultants and sub-consultants to create a log-in and schedule an online training session to familiarize and use the Elation Systems in reporting monthly invoice payments to their Sub-consultants. If the contract is for Consultant Management (CM) of a construction contract, the CM must also utilize the Elation Systems Certified Payroll and Workforce Utilization Reporting System training module. ***The Prime Consultant agrees as part of the contract award to fulfill the mandatory requirements of the Commission's Elation Systems Payment Verification System and registering through its website (www.elationsys.com).***

Any questions regarding preparation of the *Compliance Plan* should be directed to the CCD to the following:

Professional Services

Julio Guridy, Director
76 Broad Street
Phillipsburg, NJ 08865
(908) 859-6417, ext. 3063 (office)

jguridy@drjtbc.org

BACKGROUND

The Commission owns and operates 20 bridges crossing the Delaware River from Morrisville, Pennsylvania in the south to Milford, Pennsylvania approximately 140 miles to the north. Of these, seven (7) are "Toll Bridges" and the remaining 13 are "Toll-Supported Bridges" (tolls are not collected on these bridges). Two (2) of the 13 toll-supported bridges are pedestrian bridges.

TRENTON –MORRISVILLE TOLL BRIDGE

This is the second of seven toll bridges constructed and operated by the Commission. The river crossing and approach highway and bridges, owned by the Commission, are part of U.S Route 1, a limited access, divided, four lane highways, from Philadelphia through Lower Bucks County and the City of Trenton. The bridge was opened to traffic on December 1, 1952.

Administration and Maintenance Building

The Administration Building comprises four floors which are connected by an east and west stairway and a centrally located elevator. The first floor is approximately 49' x 131'. The second, third and fourth floors have a 7' x 85' offset at the rear making them slightly smaller in area.

The framework of the building consists of reinforced columns, beams, and slabs. The exterior walls are limestone and brick with 1" air space and 3" cinder block furring.

Double hung, double glazed, clad windows equipped with mini blinds have been installed throughout the building with the exception of those in the first floor print shop which are steel. Roofing material consists of 1 inch insulation overlaid with E.P.D.M. rubber membrane and stone ballast.

A service yard garage adjacent to the Administration building is approximately 27' x 62' and contains five bays one of which is used for material storage. Four bays are used for car pools and all bays have motorized overhead steel garage doors. The building is constructed of brick with limestone coping and the floor is concrete.

The service yard area between the Administration Building and the Maintenance Garage contains; a covered storage space for salt and sand, a 10,000 gallon underground heating oil tank that service the Maintenance Garage boiler access to the five bay garages, a combination of gas and diesel fuel dispenser, a loading platform, and storage of aluminum light standards and other miscellaneous materials. The dispenser accesses fuel from two underground tanks, a 1,000 gallon diesel and a 2,500 gallon gasoline tank. Two (2) 6,000 gallon heating oil tanks have been properly closed, filled and abandoned underground in accordance with PADEP.

A separate Maintenance Building, was built in 1966 west of the Administration Building and it is one story with a basement under the east end which is approximately 60' x 60'. The garage section is approximately 42' x 106' with an approximate 32' x 60' wing on the west end. Total floor area of the building, including basement is approximately 13,800 square feet.

Foundation walls throughout are concrete. The floor over the basement area is reinforced concrete slabs supported on beams and columns. The exterior walls are face brick veneering backed the "way lite" block, excepting walls at overhead doors which are solid brick. The parapet wall above the roof line is capped with limestone coping. The roof is supported by steel joists. The roof deck is 2" thick precast concrete plank with 1" insulation and overlaid with E.P.D.M. rubber membrane and stone ballast. Floors in unfinished areas are concrete.

Other Building related Projects since Original Construction

1966 - Contract # T-219 New Maintenance Building

1983 – Underground fuel tanks Installation

1984 – Administration Building New Windows Installation

1985 - Administration building and Service Yard Garage Roof Replacement

1988 – 10,000 gallon underground heating oil tank installation

1989 – Service Yard Concrete Pavement Replacement

1991 - Maintenance Building Roof replacement

1992 - Contract #T-313 Administration Building and Boiler Room Asbestos removal

1992 - Contract #T-316 Administration Building Boiler replacement

1992 - Contract #T-317 Administration Building Air duct cleaning

1994 – Contract #T-325 Administration Building Underground storage tank closure/replacement

2001 - Contract #T-369A Power, Telecommunications & Data System Infrastructure Upgrade

NEW HOPE EXECUTIVE OFFICES

The New Hope Executive offices was originally constructed in 1971 as a toll Bridge Operations and Maintenance Building. Renovations and Addition was completed in 2008 which resulted in a total GSF of 31,000. The building comprises three floors connected by an elevator and three stairways.

The Lower Level, which is part of the main building, is approximately 15,500 GSF with approximately 9,000 GSF west side leg of this building to remain allocated to the Commission's maintenance functions at this location. This area houses: Toll Collectors' facilities, recording equipment, banking, counting, receptionist desk, IT Servers Room, and two (2) offices one of which is for Safety & Security and the other is for IT. Attached to the east are two (2) separate two (2) car garages each with an approximate dimensions of 25 feet by 25 feet.

The main level is approximately 9,000 GSF, and houses executive offices, kitchen, lobby area and building support spaces in the north side leg of this building.

The upper level is approximately 6,500 GSF and it contains two (2) conference rooms, library, kitchenette, Commissioner's Board Room and building support spaces.

The building was constructed with structural steel framing, concrete floor slabs, reinforced concrete foundation walls, stone faced walls backed by masonry units. The roofing is metal and the windows are aluminum framed with tinted glass.

Other Building related Projects since Original Construction

2003 - Contract # T-370B-2 Reconstruction of Toll Booths & Toll Plaza Telecommunications & Data System Infrastructure Upgrade

1996 - Contract # T-336; Underground Storage Tank Closure/Replacement.

2008 - Contract # T-397B New Hope Lambertville Toll Bridge Administration Building Renovations and Addition.

GENERAL PROJECT OVERVIEW

District I facilities currently include two Toll Bridges and seven Toll Supported Bridges. Currently the two Toll Bridges at Trenton –Morrisville and New Hope – Lambertville crossings include facilities that house administrative, operations, and maintenance staff as well as support the Commission’s 24 hours district-wide operations. The professional services’ scope of work include design services at these two (2) Toll Bridge facilities.

The need for the proposed improvements at the Trenton - Morrisville Toll Bridge facility stems from the Commission’s desire to implement the preferred alternative at this location as outlined in a Space Utilization Program and Concept Study Report prepared by Gannet Fleming dated July 2015 under Option No. 4 for the Trenton-Morrisville Administration Building and Maintenance & Operations Improvements and as further outlined below.

Consistent with the same Option No. 4, a new Administration Building is currently being designed under a separate Project and will be constructed at the Scudders Falls Bridge crossing with an anticipated Construction Completion date of June 2019. All Administrative Staff currently located at the Trenton - Morrisville and New Hope - Lambertville facilities are expected to be relocated to the new Administration Building at Scudders Falls except Maintenance and Operations functions.

Under this Project, the new Trenton - Morrisville facility is expected to house Operations & Maintenance staff to support the district’s maintenance and operations’ needs. These functions include Maintenance, Bridge Monitoring, Toll Collections, Safety, and Electronic Surveillance & Security staff members and supervisors.

In addition and subsequent to the completion of the above referenced Concept Study report; and in 2017, the Commission identified the need to reconfigure several interior spaces of the existing New Hope Building to house approximately 25 staff members. The newly reconfigured facility at New Hope will retain its maintenance functions and is expected to continue to house the Commission’s regular Monthly Board Meetings within its overall footprint. Its current space utilization will change to serve as the Commission’s Southern Operation Building. Currently the Commission Primary Control Center is located off-site, and under this Project, it will be relocated to this building with its Back-Up Control Center to be located at the above referenced new Trenton - Morrisville Operations and Maintenance Facility.

At the Trenton-Morrisville location, the above referenced 2015 Space Utilization Program & Concept Study Report identified the needs for new program spaces in several buildings on site. Furthermore and subsequently, the Commission identified additional elements to be included in this Project and as summarized below:

- Demolition of the existing 24,450 square foot (SF) Administration Building;
- Demolition of the existing 2,850 SF Court Yard Vehicle Storage Building;
- New Operations and Maintenance Facility with the following Approximate sizes:
 - Operations Building – Approximately 18,000 SF +/-
 - Vehicle & Equipment Storage Building – Approximately 9,000 SF +/-
 - Vehicle Maintenance Building – Approximately 7,000 SF +/-
 - Vehicle & Material Storage Building Renovation & Addition – Approximately 14,300 SF +/-
 - 5,000 Ton Salt Storage Building

- Canopy cover structure between the new building and the Toll Plaza for access to the Toll Plaza attic space.
- Two (2) additional private offices currently not shown in GF's Concept Study report
- Energy efficient Mechanical, Electrical and Plumbing equipment and Fixtures for the entire facility including the Toll Plaza.
- Direct Digital Control (DDC) building automation system (BAS) incorporating a state-of-the-art, microprocessor-based control platform with an open communication protocol and web-based remote access to be integrated into the existing Commission-Wide BAS.
- Full site Emergency Power Distribution Systems
- Site-wide lightning protection system UL Master Label Certified
- New Fueling station, island canopy and Fuel Dispensing Pumps for diesel and gasoline with a fuel management system to be integrated into the Commission's existing Fleet Management System.
- Male and female lockers
- New paging system to be installed through-out the facility.
- Radiant floor heating throughout the existing and new Facility
- Two (2) 5,000 gallons brine tanks, one (1) 5,000 gallons Magnesium Chloride tank, and a minimum of 1,500 gallons brine maker.
- New pedestal deicer with automatic remote operation
- New Salt Conveying system to maximize salt storage.
- New compactor, dumpsters, etc...as well as other maintenance facility building support items
- New garage hoists and crane lifts
- Interior design services of all loose furniture for the building. Also, the Consultant should prepare an itemized state contract listing of selected items to allow the Commission's Purchasing Department to procure all furniture through government-led, nationally-recognized buying cooperative program.

The 2015 conceptual preferred alternative, listed in the Concept Study Report for this facility is attached below and covers the majority of the above listed Commission's needs as identified at that time. These conceptual plans are being provided for reference purposes only and it is the Consultant responsibility to update and revise as part of TASK II A below.

At the New Hope Building, the Commission has identified the need to partially repurpose this facility to serve as the Commission's Southern Operations Building and as listed below. The Consultant shall prepare a space utilization program and present up to five (5) feasible alternatives to primarily reconfigure this building to house a total of approximately 22 staff members and as follows:

- 7 individual supervisors' offices
- 18 cubicles for support staff
- 400 – 600 SF Primary Control Center with large wide screens
- Reconfigure both Two (2) Car Garages for each to house 4 office cubicles
- Additional Male & Female Lockers
- Interior design services of all loose furniture for the building. Also, the Consultant should prepare an itemized state contract listing of selected items to allow the Commission's Purchasing Department to procure all furniture through government-led, nationally-recognized buying cooperative program.

- Minor building systems' modification, if any, to support the above referenced space re-configurations.

The Space Utilization Program Report shall be prepared with conceptual sketches and 3D rendering for each of the five feasible alternatives to assist the commission in selecting one option to be advanced to Final Design and Construction under this Project.







DEPARTMENT PROGRAM KEY	
KEY	DEPARTMENT
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NOTE: SEE AT RISE SECTION AND
SECTION 010500 FOR
CONSTRUCTION DETAILS AND
SPECIFICATIONS



① THIRD FLOOR



DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
OPERATIONS BUILDING
PROPOSED NEW BUILDING - OPTION 4

JULY 2015
GF# 055980



VIEW FROM SOUTHEAST



DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
OPERATIONS BUILDING
PROPOSED NEW BUILDING - OPTION 4

JULY 2015
GF# 055980



VIEW FROM NORTH

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
OPERATIONS BUILDING
PROPOSED NEW BUILDING - OPTION 4



JULY 2015
GF# 055980



VIEW FROM NORTHEAST

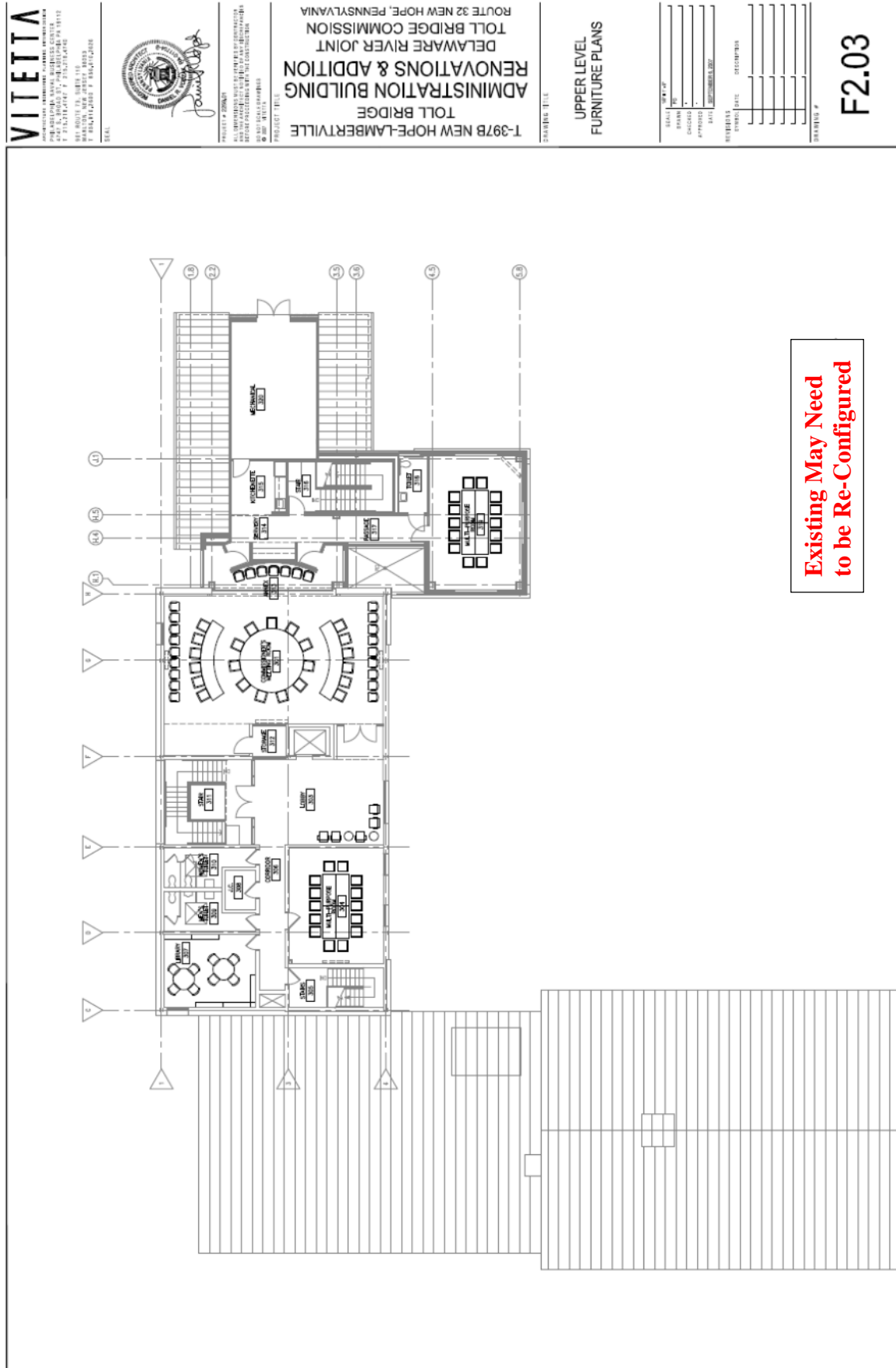
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
OPERATIONS BUILDING
PROPOSED NEW BUILDING - OPTION 4

JULY 2015
GF# 055980





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SCOPE OF SERVICES

The Commission provides the following Scope of Services comprised of three (3) parts including:

Part I – General Activities of the Consultant

Part II – Preliminary and Final Design

Part III – Post Design Services

All work must comply with the terms and conditions of the Commission's NJPDES Permit Number NJG0153052 - Authorization to Discharge (Authorization) as a R12 - Highway Agency Storm Water General Permit. Unless specified otherwise, all work shall be in accordance with:

- Latest editions of the Pennsylvania Department of Transportation (PENNDOT) Design Manuals and standards as applicable to Site Development.
- Latest edition of the International Building Code as adopted by the Pennsylvania Department Labor & Industry
- Latest edition of the International Existing Building Code as adopted by the Pennsylvania Department Labor & Industry

All design work, including plans, specifications, reports and quantities will be developed in the English System of units.

Part I - General Activities of the Consultant

Task A. Project Management

a) Manage the Project

The Consultant's Project Manager will be responsible for the overall coordination of the project work tasks ensuring that the contract work remains on schedule and within budget. The Project Manager will coordinate all sub-consultants and make sure that the flow of information between the project team is maintained. The Consultant will be required to submit a monthly progress report and a detailed Microsoft Project schedule, including milestone dates, for each work item. The Consultant will update this schedule monthly throughout the life of the project. The project schedule and updates will be provided to the Commission electronically by e-mail.

The Project Manager will be responsible for coordination with all agencies as described in Task C.b. below. In addition, the Project Manager will organize project coordination meetings, establish agendas, request attendance and prepare and distribute minutes of meetings within five (5) business days of each meeting.

b) Administer the Project

The Project Manager will be responsible for the administration of the project work tasks ensuring that the design work remains on schedule and within budget. The Project Manager will coordinate all sub-consultants and make sure that the flow of information within the project team is maintained. In addition, the Project Manager will perform the necessary administrative functions to provide timely and effective project controls. The following administrative activities are included within this effort:

- Assemble and direct the team, including sub-consultants

- Conduct project kick-off meeting
- Serve as the single point of contact for project communication
- Represent the Commission at all external meetings
- Coordinate project issues with outside agencies
- Schedule project development activities
- Review deliverables for quality and assure compliance with Consultant's Project Specific Quality Assurance Plan (PSQAP)
- Monitor team performance and project development
- Control project costs
- Promote an atmosphere of good public relations and customer satisfaction
- Coordinate the flow of information concerning the project
- Prepare / maintain project contact list
- Schedule and attend meetings
- Prepare meeting agendas and meeting minutes
- Maintain correspondence files
- Monitor budget and invoicing
- Ensure stated deliverables are submitted within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PENNDOT and/or NJDOT procedures
- Fully document all project related issues
- The Project Manager shall develop and maintain the project schedule. It is anticipated that this schedule will be refined as needed and presented at the monthly status meetings. The Consultant will be required to present recommended adjustments and implement changes, as approved, in order to meet the overall schedule, within the scope of work, at no additional cost to the Commission. Adjustments may include, as necessary, re-allocation of staffing levels, modifications to design approach, and/or adjustments to details to increase anticipated rate of construction.

Task B. Project Specific Quality Assurance Plan

Within thirty (30) calendar days of the Limited Notice-to-Proceed, the Consultant will prepare and submit two (2) copies of a Project Specific Quality Assurance Plan (PSQAP) to the Commission for review. The Consultant's PSQAP will provide a written description of the intended actions to verify delivery of a high quality product to the Commission. Within the text of the Proposal the Consultant shall provide a discussion of the elements and contents that are important for inclusion in the PSQAP. This discussion shall include the approach for the development of the PSQAP and the Consultant's commitment to the use of the PSQAP.

Task C. Coordination and Meetings

The Consultant will be required to arrange, conduct, manage and prepare minutes for the meetings required to successfully execute the project tasks.

a) Commission Coordination

The Consultant will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting its activities with the Chief Engineer of the Commission to ensure an expeditious exchange of information. At a minimum, one (1) monthly contract status meeting at the Commission's headquarters is required. The Consultant will prepare and submit meeting minutes within five (5) working days of each meeting. The Commission will be informed of all meetings with other agencies, government officials and/or groups in advance so that Commission personnel can elect to attend if deemed necessary, solely at the Commission's discretion. Unless the project duration is extended by the Commission through a written modification the cost of any additional monthly Commission Coordination meetings which are due to the Consultant's inability to complete the project within the specified time specified herein shall be borne by the Consultant and shall not be billed to the Commission.

b) Other Agency Coordination and Permitting

The Consultant will be required to contact and meet with representatives of Federal, State, Local, Municipal and other agencies to review and determine all necessary project requirements and permits for the work to be completed under **Parts II, and III**, and for the anticipated construction, as required.

The Consultant is required to obtain all applicable permits for the proposed work and to coordinate with agencies as necessary. A list of anticipated applicable permits shall be submitted with the Design Criteria Report and the Preliminary Design Submission. The Consultant shall be responsible for application and permit fees and shall include them as a direct expense in their fee proposal. The goal of the project is to have the required permits approved by the end of the Final Design phase of the project and prior to bidding.

For information regarding the Local and Municipal agencies neighboring each bridge facility, the Consultant may refer to the Commission's General Information Books.

Other agencies may include, but are not limited to:

- The Pennsylvania Department of Transportation (PENNDOT)
- Morrisville Borough Water Authority
- Municipal Sewer Authority
- PECO Electric & Gas
- Comcast / Verizon Telecommunication
- Morrisville Borough
- Solebury Township
- Bucks County Conservation District
- Pennsylvania Department of Environmental Protection (PADEP)

- The New Jersey Department of Transportation (NJDOT)
- New Jersey Department of Environmental Protection (NJDEP)
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police
- Schneider Electric Construction Co. (Commission's Electronic Surveillance System Maintenance Vendor)
- TransCore (Commission's In-Lane Toll System Maintenance Vendor)

Task D. Project Research and Mapping

a) Document Research

The Consultant shall research the Commission's files for all plan and report information relevant to this project. Provisions will be made for the Consultant to borrow and copy information required for performing the work. In addition, the Consultant shall obtain, as appropriate, information from outside agencies and resources. Documents and information purchased through this contract are the property of the Commission and shall be provided to the Commission upon completion of the project.

The existing materials will be made available by the Commission for inspection and review, by appointment only. Consultants interested in reviewing existing material should contact the Commission's Project Manager to schedule this appointment.

b) Project Mapping

The Consultant shall prepare base mapping for the preparation of construction plans and details, at appropriate scales, and compatible with the latest version of MicroStation format. The Consultant shall utilize the available record information and plans and supplement with field survey as required. Base mapping, Topographic & General Property Parcel Map for the Morrisville project site was prepared by GF as part of the 2015 Concept Study Report and will be made available to the Consultant after award of this contract. This mapping may need to be field edited by the Consultant, as necessary, to reflect current conditions. The Consultant shall complete the updated base mapping early on; and include supplemental surveys as required during the design phases. Consultants are encouraged to make arrangements with the Commission's Project Manager to review the mapping files that the Commission has in its possession.

The Consultant shall perform field survey to re-establish any missing horizontal and vertical controls for the design and construction of the project. Off-site runoff contributing to Commission-owned drainage systems must be identified and evaluated to the extent required for permit approval. The locations of all utilities shall be field verified. The Consultant is required to obtain in the field all dimensions necessary to ensure efficient, timely and accurate construction.

Task E. Design Criteria Report

Design shall be performed in accordance with the latest International Building Codes and International Existing Building Code as adopted by the Pennsylvania Department of Labor and

Industry, and the applicable PENNDOT Design Manuals as related to Site Development and Highway portions of this Project.

Prior to commencing the preliminary design, the Consultant will develop and submit the Design Criteria Report as the basis of design. The report will list all applicable design-related codes, specification requirements, and methodology descriptions to which the Consultant will conform in all disciplines for design and analysis of the proposed work. The report should include headings for all discrete components or systems. Reference specific sections of various pertinent publications and include narrative text to clarify major classifications and parameters. Provide sufficient text from the reference documents to clearly convey the information.

Additionally, the report shall include a determination as to the extent of permits that are required for the proposed work.

Task F. Utility Coordination

The Consultant will be required to follow Utility Relocation Procedures outlined in PENNDOT Publication 16M (Utility Relocation) and Strike Off Letter 430-98-03 and NJDOT Procedures Manual. Follow all provisions of PA Act 287 (as amended by PA Act 187) and N.J.S.A Title 27, 40 and 48 as related to utility coordination located in Pennsylvania and New Jersey respectively.

- Assist the Commission in the preparation of all the necessary Utility Agreements as may be applicable to any service upgrade and any proposed changes.
- Contact all utilities within the project limits including the Commission Maintenance Department
- In compliance with PA Act 287 (as amended by PA Act 187), telephone the PA ONE CALL SYSTEM 1-800-242-1776, or 811 and with New Jersey's N.J.S.A. 48:2-73 et seq contact the NJ ONE CALL SYSTEM at (800) 272-1000 and request maps of utility facilities within the project limits
- Identify and locate all Commission owned utilities within the project limits including, but not limited to, roadway / bridge lighting, water service, sewer service, gas service, communication cabling, traffic counting loops, in-lane electronic toll collection system, electronic surveillance / detection system
- Notify the municipality and request the names of the utility companies that may be located within the project area but are not subscribed to the area's ONE CALL SYSTEM including the Commission's maintenance forces
- Contact all utilities within project limits to verify the type, size and location of their facilities
- Contact the local municipality to verify location of any cable television facilities
- Show all utility types and locations on plans
- Send plans to all utilities and railroads, if applicable, to determine conflicts and obtain written confirmation on their approval
- Incorporate revisions in plans and resolve any potential conflicts. Submit revised plans to Utilities and obtain written confirmation on their approval
- Participate in and document all utility meetings
- The Commission will provide the Consultant with a listing of all utility crossings licensed to cross the Commission's facilities. The Consultant will include in their plans the locations of these utilities and advise the Contractor of their existence and the need for the Contractor to implement measures to protect them from being damaged during construction.

Task G. Unforeseen Services

The Prime Consultant shall include a Predetermined Amount (PDA) item in their Fee Proposal in an amount of \$250,000 for Commission identified unforeseen scope items. Services to be provided will be “if and where directed” by the Commission. Under no circumstance shall the Consultant proceed with services under this Task until there is approval by the Commission as to the need, the hours and the cost to perform additional work. Work under this Task shall commence only upon receipt of written notification from the Commission authorizing the work and cost.

Part II – Preliminary and Final Design

The Commission anticipates the advertisement for one (1) single prime construction documents with expected construction duration of no more than twenty seven (27) months from Construction NTP. The Consultant shall consider this in developing the final design documents for the project.

For each of the below Design Submissions, Architectural, Civil, Structural, Mechanical, Electrical & Plumbing Drawings are to be submitted in 3D modeling compliant with Building Information Modeling (BIM) system. Each electronic plan submission shall include REVIT 2014 Model, its Navisworks exports, Sketch-Up 3D Rendering files and CAD files in addition to Acrobat. Similarly, each electronic submission of the Project Specifications, Cost Estimate and Project Schedule shall include MS office suite in addition to Acrobat.

Task A. Concept Finalization and Preliminary Design

a) Concept Finalization & Schematic Design

At the Morrisville Facility and prior to commencing with the development of preliminary design documents, the Consultant should facilitate meetings with Commission Staff to review the 2015 concept design, make the necessary adjustments and finalize all design features, elements and layouts as deemed necessary to proceed to Schematic Design.

At the New Hope Facility, the Consultant shall prepare a Space Utilization Program Report with conceptual sketches and 3D rendering for each of the five (5) feasible alternatives to be provided by the Consultant demonstrating the efficient use of this building’s reconfigured space as Southern Operations Building and to assist the commission in selecting one option to be advanced to Schematic Design.

Once the Concept is finalized for each of the above two locations, a Schematic Design submission will be required to be in the form of 20% design and should clearly indicate the improvements and construction anticipated for the project, and provide sufficient information and alternatives so that a clear direction for subsequent phases can be determined. The Schematic Design should incorporate all items outlined in the Scope of Work. The Schematic Design should be presented with sufficient information to allow the Commission to fully understand the main design concepts and orientation.

The Consultant will prepare conceptual site plans, building elevations & sections, and building floor & roof plans in 3D format and BIM LOD 100. The Consultant should prepare any additional conceptual items including Conceptual Cost Estimates and feasible Construction Phasing and Schedules that may be used by Commission Staff and the Commissioner’s in making the necessary design decisions to meet the Project goals.

b) Preliminary Design Submission & Design Development

Based on the Consultant's findings as related to the various architectural and engineering tasks listed under Part I above, the Consultant shall proceed with the preparation of Preliminary Design Plans.

The plans and specifications shall be developed in accordance with the Construction Specification Institute (CSI) format; together with sample Division 0 & Division 1 that will be provided by the Commission. The Consultant is required to review the entire contract package for completeness and consistency.

It is anticipated that the Preliminary Design Submission will include, as a minimum, the following sheets for the project:

- Title Sheet (1) with a Location Map and a list of utilities.
- General Notes, Index to Drawings and Legend
- Civil
- Erosion and Sedimentation Control Plans
- Architectural
- Structural
- Mechanical
- Plumbing
- Electrical
- Electronic Surveillance and Security
- Technology

This submission will be required to be in the form of 50% complete contract drawings of the Preferred Alternative, showing the scope of work, items of repair/modification, and details for new design or new features. Quantities are not required for this submission; however, a preliminary cost estimate, preliminary construction schedule and preliminary Project Manual are to be furnished.

All plans will be prepared using English Units on 22"x34" plan sheet size. Ten (10) half-size sets and two (2) full-size sets of plans and specifications, Construction Cost Estimate and Project Schedule along with the above listed electronic files submission. BIM LOD 200 will be required to be furnished to the Commission at the conclusion of the preliminary design.

The preliminary design submission shall include a list of all required design and construction permits.

Prepare preliminary design drawings and scope of work for the Electronic Surveillance and Security (ESS) system modifications, as necessary, for the purpose of soliciting Proposals from others to Design and Build said system modifications as part of the Construction of this Project. Assist the Commission in the review and negotiations of the ESS proposal/s and incorporate the necessary drawings and specifications into this Construction Bid Document as a Pre-Determined Amount (PDA).

Commission comments on this submission are anticipated to be provided to the Consultant within fourteen (14) calendar days of receipt of the Preliminary Design Submission.

The Preliminary Design submission is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

Task B. Peer / Constructability Review

Within one (1) week of the delivery of the **Preliminary Design submission**, the Commission will conduct a one-day workshop with the Commission stakeholders and the Consultant staff to review this submission. This Peer / Constructability Review will be facilitated by an independent Consultant engaged by the Commission. The Consultant shall include in its proposal the necessary effort for the preparation for as well as attendance at the workshop of its staff (including as appropriate sub-consultant staff) and the development / distribution of the minutes of the workshop. The goal of the workshop is to provide comments to the Consultant to be considered in the Final Design submission. The Consultant shall cooperate in all respects with the Commission and the Commission's Peer / Constructability Consultant.

Task C. Final Design

a) Pre-Final Design Submission

This submission will be required to be 100% complete, except for Commission Final Design comments.

The Consultant shall prepare a complete project specification including, but not limited to, Division 0, Division 1, all special requirements and other technical specifications for the work. The Commission will provide electronic copies of a typical Construction contract, for the Consultant to use as a template to prepare a complete set of specifications for the construction contract.

The Consultant shall include in its construction estimate of quantities a 5% to 10% (or higher % if appropriate) contingency for the key items, as appropriate. Ten (10) half-size sets and two (2) full-size sets of plans along with twelve (12) sets of complete specifications, construction schedule and construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission. BIM LOD 300 will be required to be furnished to the Commission with this submission.

The construction schedule and bar chart will identify major milestones and work activities for each phase of the project in sufficient detail to develop the duration of construction to complete the contract work items. The schedule will consider such items as construction staging, construction time limitations and scheduling restrictions.

The submission is also to include response to all of the Commission's comments that the Consultant received on the Preliminary Design Submission and is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

Comments on this submission, on the part of the Commission, will be provided to the Consultant within fourteen (14) calendar days after its receipt.

b) Final Design Submission

This submission shall consist of 100% complete “sealed” contract Bid Set of Plans & Specification, Construction Cost Estimate, and Construction Schedule incorporating Commission comments made on the Pre-Final Submission. An electronic submission shall be provided using the electronic submission format listed above of the plans, specifications, schedule and cost estimate. BIM LOD 300 will be required to be furnished to the Commission with this submission. In addition; the Consultant shall provide twelve (12) half-size (11” x 17”) sets of the Final Plans and four (4) bound copies of the Final Specification, Construction Cost Estimate and Construction Schedule to account for Commission internal distribution and record sets. The Consultant shall also provide 35 USB thumb drives with a PDF file that includes the entire set of contract drawings and another PDF file that includes the entire specifications. The USB thumb drives will be provided to potential bidders during the construction procurement period of this project. A completed Quality Assurance Certification Form shall be included with this submission.

Two (2) complete copies of the project design calculations must be submitted in three ring binders with an accompanying index/table of contents to permit ease of reference. In addition; two (2) full set of signed and sealed COMCheck shall be provided to the Commission Code Reviewer.

The Consultant’s Final Design Submission shall be submitted within twelve (12) months of receipt of Notice-to-Proceed and no later than thirteen (13) Months from Notice of Award date.

At a minimum, the plans will consist of the following sheets for the project:

- Title Sheet (1) with a Location Map and a list of utilities.
- General Notes, Index to Drawings and Legend
- Civil
- Erosion and Sedimentation Control Plans
- Architectural
- Structural
- Mechanical
- Plumbing
- Electrical
- Electronic Surveillance and Security (*from Preliminary Design Submission*)
- Technology

Part III - Post Design Services

Task A. Post Design/Pre-Award Services

The Consultant will be required to include, in the proposal, pre-award services for work from Final Design Submission acceptance up to award of a construction contract. The services in this phase will include, but not be limited to:

- Preparation for, attendance at, and participation in the Pre-bid Meeting

- Preparation of Pre-bid Meeting minutes
- Support and assistance in answering questions of potential bidders both at the Pre-bid Meeting and throughout the bid cycle period immediately prior to the receipt of bids
- Preparation of one (1) or more addendums as required
- Review and analysis of bids, including Bidders qualifications and certifications
- Preparing and submitting to the Commission, a recommendation for award of the contract to the lowest responsible bidder

Upon completion of the bidding phase after bids are received, the Consultant will be required to incorporate all addenda into each construction document package and re-issue original documents in the form of signed and sealed “CONFORMED” contract set of plans and specifications which incorporates all bidding phase document changes and represents the final “as-designed” version of the contract documents. These contract documents are to be completed and submitted within ten (10) working days of the bid opening. The submission shall include one (1) full size set of Mylars, ten (10) full size set of prints, ten (10) half size set of prints (11” x 17”) and 20 bound copies of the specification books. Furthermore; an electronic submission shall be provided using the electronic submission format listed above of the Conformed Plans and Specifications.

Task B. Post Design/Post-Award Services

Services include but are not limited to:

- Review of all Contractor submittals including shop drawings, material and equipment submittals.
- Attendance at the contract kick-off meeting, pre-construction meeting and CM/CI kick-off meeting.
- Attendance at and preparation for same, bi-weekly progress and schedule update meetings. For proposal purposes assume a construction period of twenty four (24) months from Construction NTP .
- Respond to all Requests for Information including field visits to discuss these issues.
- Prepare Change of Plans and respond to any design related question and/or request for document clarification. The Consultant is responsible, at no cost to the Commission, to correct any errors or omissions on the plans.
- Preparing change order estimates and review recommendations
- Using red-line As-Built mark-up plans provided by the Construction Manager, the Consultant shall prepare electronic As-Built drawings updating the Conformed Revit and CAD files along with the corresponding Navisworks and Sketch-Up exported files.

The Consultant and appropriate staff will be expected to attend a one-day Partnering Session along with representatives from the Commission, the Commission’s CM, the Contractor, and other involved agencies/parties to participate in an overall discussion of project key issues, concerns and objectives. The only cost required for this Partnering Session is the actual attendance of appropriate staff at the one-day session, chargeable to the project. No other cost, beyond staff attendance, is required on the part of the Consultant.

The Consultant shall prepare Change of Plans to support Change-Orders and or Unforeseen Allowance Reductions. If the change order or unforeseen allowance reduction Change of Plans are required as a result of a Commission's request and are for the convenience and benefit of the Commission due to unforeseen circumstances, the Consultant will be compensated for the revisions in accordance with Part I, Task G, Unforeseen Services, at an additional cost to be negotiated by both parties. No additional compensation will be paid to the Consultant if the Change of Plans is due to errors, omissions, or deficiencies in the Consultant's contract documents.

Under no circumstance shall the Consultant proceed with a Change of Plan, which has been initiated by the Commission until there is agreement by the Consultant and the Commission as to the need, the hours and the cost to prepare the Change of Plan. The Consultant will be required to separately track the hours and cost for each of the bulleted items under Post Design Services above.

SUBMISSION REQUIREMENTS

The Consultant will be required to submit six (6) copies of the Proposal along with one (1) PDF copy on CD. In a separate sealed envelope the consultant must submit six (6) copies of the Fee Proposal along with one (1) PDF copy on CD. The proposals must include the following:

Proposal

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 ½" x 11") page].
2. Proposal [not to exceed ten (10) single-sided, letter-sized (8 ½" x 11") pages, except as noted below] will be required to include:
 - a) Understanding of the Project and Commission Needs.
 - i. A statement indicating the total percentage of IBE participation that the Consultant intends to utilize on this Project.
 - ii. Exceptions, if any, taken to the Sample Standard Commission Consultant Agreement (**Attachment V**) or the Insurance Requirements (**Attachment II**). If there are no exceptions, the Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement and provide a sample "Certificate of Insurance" indicating that it can meet all the insurance requirements as shown in **Attachment II** of the RFP.
 - b) Approach to the Project. Describe the methodology that will be used to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to insure the Commission's goal to complete the Preliminary Design Tasks and Final Design Tasks within design duration indicated in this RFP. The Approach to the Project, should include a discussion of the Consultant's means to maintain budget, maintain the required schedule, and deliver a quality finished Project.
 - c) Detailed Work Plan (maximum of five (5) pages in addition to the ten (10) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.

Provide a List of Deliverables and milestone submission dates for each item and sub-item in the Detailed Work Plan. Consultants shall utilize the Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) format to indicate the level of effort.

- d) Consultant's Experience on Similar Projects [include name / address / telephone number for at least three (3) client references].
- e) Credentials of the Project Team. Include a "brief" biographical narrative to indicate experience and capabilities appropriate to the role and responsibility that each Key Team Member will perform on this assignment. For the Project Manager, include the name / address / telephone number for at least three (3) client references. The Project Manager must be a Registered Architect to practice in the Commonwealth of Pennsylvania and must be an employee of the Prime Consultant.

Sub-consultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each sub-consultant Project Manager.

- f) The Prime Consultant and any subconsultants must include an Affirmative Statement accepting the Terms and Conditions of the Commission's Standard Commission Consultant Agreement (Sample Agreement in Attachment V).
 - g) Ability to adhere to Commission's project schedule and budget. The Consultant shall provide a "high level" Microsoft Project Schedule tied to its Detailed Work Program indicating how the Consultant intends to meet the Commission's goal for the completion of the project. The Consultant must also provide a "schedule narrative" describing the activities that are on the critical path and the contingency planning that the Consultant intends to undertake to minimize schedule slippages. The narrative is included in the ten (10) page Proposal limitation cited above. However, the Microsoft Project Schedule which can be submitted on 11"x17" paper is not included in the ten (10) page Proposal limitation cited above.
- 3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships (not included in the ten (10) page Proposal limitation cited above).
 - 4. One (1) single-sided page matrix identifying the qualifications and relevant experience of key personnel.
 - 5. One (1) single-sided page resumes each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Project Manager resumes for the Prime Consultant and all sub-consultants are limited to two (2) single-sided pages (not included in the ten (10) page Proposal limitation cited above).
 - 6. Completed Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) showing the hours estimated to complete the work. (Schedule A is not included in the ten (10) page Proposal limitation cited above). Provide a Schedule A for the Prime Consultant, each sub-consultant and a summary for the Consultant team.
 - 7. One (1) single-sided page Sample Certificate of Insurance along with a completed, signed copy of the Insurance and Indemnification Certification Form (**Attachment III**), certifying that it can meet the minimum requirements stipulated in the Insurance and Indemnification Requirements (**Attachment II**) along with the required Insurance Broker Letter, sample of which is also include within **Attachment II**. (not included in the ten (10) page Proposal limitation cited above).

8. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only and not included in the ten (10) page Proposal limitation cited above).
9. Completed IBE Participation Forms shall be submitted. The participation target for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization target for this contract. This information shall be submitted on the IBE forms available directly from the Commission website (www.drjtbc.org) in the Contract Compliance section under the Doing Business link. Copies of current certifications of all IBE firms shall also be submitted. (The completed IBE Participation Forms are not included in the ten (10) page Proposal limitation cited above).
10. Copies of documentations showing that the Prime Consultant and each proposed sub-consultant is pre-qualified to do business with the Commonwealth of Pennsylvania as of the Proposal submission date (not included in the ten (10) page Proposal limitation cited above).

Note: Anything in excess of the page limitations (including non-printed materials) specified above, will not be read, reviewed or considered. If the Proposal submitted is not in accordance with the specific provisions defined above, it may be considered incomplete and rejected.

Fee Proposal (separate sealed envelope)

1. Letter of Transmittal [not to exceed one (1) page] stipulating a not-to-exceed Fee for the Tasks listed under Parts I, II, III and IV.
2. The proposed not-to-exceed Fee Proposal will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners (payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project) and routine secretarial and clerical services, times an "approved allowable multiplier" plus approved out-of-pocket expenses, limited to: mileage, mailings, printing and photographing and, specialized services performed by other firms at the Consultant's direction.

The multiplier will not be applied to the premium portion of overtime. The multiplier will cover all overhead and profit. Profit will not exceed 10% of the sum of direct salaries + overhead.

No expenses or costs will be billed unless specifically included in this Fee Proposal. Air-Fare Travel Expenses and Per Diem Costs are not allowed.

The Consultant, and all sub-consultants, will submit documentation of their "approved overhead rate" as part of the Fee Proposal. The maximum overhead for this Agreement will be either the PA "approved overhead rate" or 150% whichever is lower.

3. To evaluate the basis for the proposed not-to-exceed Fee, the Consultant will provide a cost proposal in the forms provided in Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary (**Attachment VIII**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each sub-consultant as well as Schedule B2 - Fee Summary for the Consultant team.
4. The Prime Consultant will be reimbursed for the actual billings by all sub-consultants. Mark-ups will not be permitted on sub-consultant costs.
5. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a sample monthly invoice for approval by the Commission. The sample

invoice will be required to include a Progress Schedule indicating percent spent to date and physical percent complete for each of the major tasks listed in the Detailed Work Plan and for the project as a whole. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Workplan; (3) Scope Modification/Project Issues; and, (4) Schedule Adherence/Contingency Planning.

Physical % complete shall be determined by the Consultant using either the following formula or an alternative, acceptable earned value method of estimating project status:

$$\text{Physical \% complete} = [\$ \text{ spent divided by } (\$ \text{ spent} + \text{cost-to-complete})] \text{ times } 100$$

At the request of the Commission the Consultant shall provide the backup supporting their computation of the cost-to-complete.

PROPOSAL SCHEDULE

The Commission's Proposal Schedule is as follows:

<u>Proposal Schedule</u>	<u>Date</u>
Issue / Post RFP on Website	October 24, 2017
Pre- Proposal Submission Meeting	November 8, 2017
Closing Date for Submittal of Inquiries	November 15, 2017
Responses to Inquiries	November 22, 2017
Closing Date for Technical and Fee Proposals Submission	December 6, 2017
Oral Presentations (if required)	January 4, 2018
Fee Proposal Review and Negotiation	January 30, 2018 thru February 5, 2018
Anticipated Award / Limited Notice to Proceed	February 27, 2018

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. See **Attachment I: Administrative and Contractual Information**.
2. It is the intention of the Commission to evaluate your Proposal in conjunction with those received from other firms. This will lead to a selection and an Agreement to be executed with the prospective Consultant for this work.
3. Technical and Fee Proposals must be delivered to the Commission in separate sealed envelopes prior to the time and date specified.
4. The Proposals will be evaluated using the rating factors listed below.

Rating Criteria

- Understanding of the Project and Commission Needs
- Approach to the Project
- Detailed Work Plan
- Experience on Similar Projects
- Credentials of the Project Team
- IBE Participation

5. Following the evaluation of the Proposals one (1) or more Consultants may be required to make an Oral Presentation to a Technical Evaluation Committee. Oral Presentations will be one-hour in length: 30 minutes for the Consultant's Presentation and 30 minutes for Questions and Answers. The Oral Presentations will be held at the Commission's Administration Building Facility located in New Hope, Pennsylvania or Morrisville, Pennsylvania on the date indicated in the Letter in Interest Schedule. The location and time for each Consultant's Presentation will be announced after the Proposals have been received.

The Oral Presentations will be evaluated using the rating criteria listed below:

Rating Criteria

- Did the team display an understanding of the objectives and the work plan?
 - Did the team demonstrate the technical skills / past experience to meet the Commission's schedule? Did the team demonstrate the ability to provide an effective, practical approach to the project?
 - Did the PM demonstrate his/her ability to effectively manage the team, multiple activities, gain stakeholder consensus, and deliver the Project scope within schedule and budget?
 - Did the team demonstrate its ability to effectively work together and with the Commission Staff in a supportive manner?
 - Was the team effective/articulate in responding to questions raised by the Commission?
6. In the Overall Evaluation, Technical Proposals will have a 60% weight and Oral Presentations a 40% weight.
7. Following the evaluation of the Technical Proposals and Oral Presentations, the TEC reviews its evaluation with the Senior Selection Committee (SSC). The Senior Selection Committee reviews with the Commission their findings of the best qualified Consultant(s) to negotiate scope and budget. The Commission then identifies the best qualified Consultant(s) to negotiate scope and fee.
8. The Fee Proposal of the Consultant(s) selected by the Commission will then be opened. Thereafter, negotiations will be conducted with the top ranked Consultant(s). Upon completion of the scope and fee negotiations with the Consultant the TEC's findings will be reported to the SSC. The SSC will report its findings to the Commission. The Commission will identify the Consultant whose scope and fee is deemed to be in the best interests of the Commission.
- If a negotiated agreement cannot be reached with the Consultant within a reasonable amount of time, the negotiations will be terminated and the same procedure will be set in motion with the next Consultant, and so on.
9. In making its selection, the Commission is not required to accept the lowest cost, and may at 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. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.
10. There will be no debriefings for unsuccessful responders to the Commission's RFP.
11. The IBE participation target for this project is 25%.

The prime consultant shall indicate in their Proposal, the names of the IBE firms and the percentage of contract value to be performed by each.

12. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the Commission's evaluation of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing the final Proposal.
13. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
- 14. Technical and Fee Proposals must be submitted by 3:00 PM, local time, on the date indicated in Proposal Schedule, and delivered to:**
- Delaware River Joint Toll Bridge Commission
Administration Building
110 Wood and Grove Streets
Morrisville, PA 19067
Attention: Roy W. Little, P.E., Chief Engineer**
15. **A Pre-Proposal submission meeting will be held at the Commission's New Hope Executive Headquarters located at 2492 River Road, New Hope, PA 18938 at 10:00 AM on the date indicated in Proposal Schedule.**
16. Inquiries concerning this RFP are to be directed, in writing, to Roy W. Little, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 110 Wood and Grove Streets, Morrisville, PA 19067, Attention: Rany J. Zakharia, P.E., Program Manager. Inquiries by FAX and email are acceptable. The FAX number is (215) 295-4436. Email inquiries are to be directed to the Program Manager (rzakharia@drjtbc.org) with copy to the Chief Engineer (rlittle@drjtbc.org). The inquiry deadline is **4:00 PM**, local time, on the date indicated in the **Proposal Schedule**.
17. The Consultants shall be fully responsible for the delivery of their Proposal. Reliance upon US Mail or other carriers is at the Consultant's risk

All Attachments (8 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

ATTACHMENTS
TO
REQUEST FOR PROPOSAL
FOR
CONTRACT C-519A, CAPITAL PROJECT 0818A
PROFESSIONAL SERVICES
FOR
SOUTHERN OPERATIONS & MAINTENANCE FACILITIES IMPROVEMENTS

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ATTACHMENT

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ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

An officer authorized to make a binding commitment must sign the Proposal and any fee proposals.

Incurring Costs

The Commission shall not be liable for any costs incurred by any Consultant in the preparation of its Proposal for the services requested by this RFP.

News Releases

No news releases pertaining to this Project shall be made without the Commission's prior written approval, and then only in consultation with the issuing office and the Commission's Deputy Executive Director of Communication or his/her designated representative.

News Releases

No news releases pertaining to this Project shall be made without the Commission's prior written approval, and then only in consultation with the issuing office and the Commission's Deputy Executive Director of Communication or his/her designated representative.

Addendum to RFPs

If at any time prior to receiving Proposals, it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable a firm to make an adequate interpretation of the provisions of this RFP solicitation an addendum to the RFP will be posted on the Commission's web site. The Consultant shall acknowledge receipt of all addenda to the RFP in their proposal submission.

Acceptance of Proposals

The Commission may award a contract for these services to a firm that the Commission determines best satisfies the needs of the Commission. The solicitation for a proposal or Technical Proposal does not, in any manner or form, commit the Commission to award any contract. The contents of the proposals may become a contractual obligation, if, in fact, the proposal or Technical Proposal is accepted and a contract is entered into with the Commission. Failure of a firm to adhere to and/or honor any or all of the obligations of the proposal or Technical Proposal may result in the cancellation of any contract awarded by the Commission.

Rejection of Proposals

The Commission is not obligated to award a contract to any Consultant.

Dissemination of Information

Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

Debriefings

There will be no debriefings for unsuccessful responders to this RFP.

Insurance and Indemnification Requirements

Attachment II contains the Commission's Standard Insurance and Indemnification Requirements that will be incorporated into any Agreement that may be executed in the future with respect to the Project. The requirements set forth in the Commission's Standard Insurance and Indemnification Requirements shall be properly considered by the Consultant when preparing a response to this RFP and when submitting the completed certification required in **Attachment III**.

Right to Audit

Proposers are advised that the Commission's agreement includes provisions which permit the commission to audit any records and books of account associated with this contract.

Sample Standard Commission Consultant Agreement

On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of our evaluation of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement should be properly considered when preparing your final Proposal.

ATTACHMENT II

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance:

Prior to commencement of any work under the Contract and until completion and final payment is made for the work under the Contract (unless otherwise stated herein), Contractor/Construction Consultant (hereinafter the “Covered Party”) shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the Commission’s willingness to enter into the Contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party’s obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the Commission, as such requirement may be set forth in the Contract.

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
 - d) U.S. Longshoremen’s and Harbor Workers’ and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations

	Aggregate:	\$2,000,000
(3)	Each Occurrence:	\$1,000,000
(4)	Personal and Advertising Injury:	\$1,000,000

- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The General Aggregate Limit must apply on a per location/per project basis.
- d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements below).
- e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

3. Automobile Liability including Physical Damage:

Coverage to include:

- a) Per Accident Combined Single Limit \$1,000,000
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.

4. Commercial Excess/Umbrella Liability:

- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit (where applicable): \$5,000,000
- c) Policy to apply excess of the Commercial General Liability (following form per location/per project limit), Commercial Automobile Liability and Employers Liability Coverages.
- d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

5. Property of Covered Party:

All property, including, but not limited to, tools and equipment, that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party, including, but not limited to, tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by the Covered Party as any partial payments made to the Covered Party are deemed to be payment for such materials. Proof of coverage, including the transportation risk, with applicable limits of insurance may be required by the Commission to be reflected on a Certificate of Insurance. The transportation risk must be included.

ADDITIONAL COVERAGES AS NEEDED:

6. Pollution/Environmental Impairment Liability Coverage:

The following insurance shall be required for Contracts that involve the removal, transportation and/or disposal of hazardous materials:

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey as shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 1. Bodily injury and property damage to third parties
 2. Natural resource damages
 3. Pollution clean-up costs, including restoration or replacement costs
 4. Defense costs
 5. Fines, penalties and punitive damages
 6. Transportation of waste material by or on behalf of the Covered Party
 7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste
 8. Contractual Liability Coverage
 9. Lead, Silica, Asbestos and Mold Coverages
 10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental

requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the Commission or third parties.

All disposal facilities shall provide the Commission upon request and the Covered Party with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$2,000,000 Per Occurrence/Per Claim, which covers all claims arising from the disposal facilities' handling and storage of hazardous materials. Pollution liability insurance for the transportation of the hazardous material shall be carried by the transporter with limits not less than \$2,000,000 Per Occurrence/Per Claim.

7. Professional Liability Coverage:

\$ \$1,000,000 Per Occurrence/Per Claim

8. Watercraft Liability Insurance:

For those Covered Parties using WATERCRAFT, the following additional requirements apply:

The Covered Party shall procure and maintain during the term of this Contract, at their own expense, watercraft liability coverage with either Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied, either by separate policy or endorsement on the General Liability Policy.

Rigger's Liability Limit: \$2,000,000 Per Occurrence

10. Railroad Protective Liability Insurance:

Where construction is to be conducted within 50 feet of the railroad, the Covered Party shall be responsible to purchase Railroad Protective Liability coverage.

Deductibles or Self Insured Retentions:

All deductibles and self insured retentions are the sole responsibility of the Covered Party. All deductibles and self-insured retentions must be shown on the Certificate of Insurance and shall not

exceed \$50,000 without prior written approval by the Commission. The Covered Party shall request such approval no later than fifteen (15) days prior to the submission of its bid/proposal.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A- (Excellent); VII or better .

The Covered Party must notify the Commission of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSURED on the General Liability, Automobile Liability and Excess/Umbrella Liability Coverages, *and other liability coverages where applicable.*

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, both ISO Form #CG 2010 **and** ISO Form #CG 20 37, or equivalent manuscript endorsement. The Covered Party **must** attached a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary**. The coverage offered to the Additional Insureds on the Covered Party's liability policies shall be **primary** coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as Additional Insureds for at least three (3) years after final payment under the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

It is agreed the Covered Party's insurance will be not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Commission by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.

- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the completion of the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Covered Party's Insurance Representative:

The Covered Party WARRANTS that this Contract has been thoroughly reviewed by the Covered Party's insurance agent(s)/broker(s), who have been instructed by the Covered Party to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their subcontractors.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

Certificate of Insurance:

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of the Notice of Award, to the attention of the Chief Engineer, at 110 Wood and Grove Streets, Morrisville, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of

Insurance, the Covered Party's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party's direction to commence work.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Contractor executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

The Insurance requirements listed in Item 6, 8, 9 & 10 are waived for C-519A, Southern Operations & Maintenance Facilities Improvements. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

The Consultant is required to provide evidence of coverage for services requiring the use of any small watercraft. Coverage under the Consultant's General Liability or an endorsement to the Consultant's General Liability may be adequate. However, it is the Consultants responsibility to demonstrate adequate coverage.

INDEMNIFICATION

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and sub-consultants 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, sub-consultants, 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.

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.

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. C-519A

SOUTHERN OPERATIONS & MAINTENANCE FACILITIES IMPROVEMENTS
PRELIMINARY, FINAL AND POST DESIGN SERVICES

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in **Attachment II** of this RFP, and will comply and have any designated sub-consultants comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract C-519A.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

CONSTRUCTION CONTRACTORS AND/OR CAPITAL PROGRAM CONSULTANT

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
PRODUCER <div style="color: red; font-weight: bold;">DRAFT 07/14/2010</div>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED			INSURERS AFFORDING COVERAGE		NAIC #	
INSURER A:			<div style="color: red;">X = A- (Excellent) or Higher</div>			
INSURER B:			<div style="color: red;">X = Class VII or Higher</div>			
INSURER C:						
INSURER D:						
INSURER E:						

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
RWR ADD'L LTD. USED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
<div style="color: red; font-weight: bold;">X</div>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <small>GEN'L AGGREGATE LIMIT APPLIES FOR:</small> <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC.	<div style="color: red;">*Per Project or Per Location must be checked</div>			EACH OCCURRENCE \$ <div style="color: red;">1,000,000</div> DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <div style="color: red;">1,000,000</div> GENERAL AGGREGATE \$ <div style="color: red;">2,000,000</div> PRODUCTS - COMP/OP AGG \$ <div style="color: red;">2,000,000</div>	
<div style="color: red; font-weight: bold;">X</div>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ <div style="color: red;">1,000,000</div> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$	
<div style="color: red; font-weight: bold;">X</div>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ <div style="color: red;">5,000,000</div> AGGREGATE \$ <div style="color: red;">5,000,000</div> \$ \$ \$	
<div style="color: red; font-weight: bold;">X</div>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small> OTHER				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <div style="color: red;">100,000</div> E.L. DISEASE - EA EMPLOYEE \$ <div style="color: red;">100,000</div> E.L. DISEASE - POLICY LIMIT \$ <div style="color: red;">500,000</div>	
<div style="color: red; font-weight: bold;">X</div>	Other Applicable Coverages shown here: See attached				<div style="color: red;">\$2,000,000 Occurrence/\$4,000,000 Aggr. \$1,000,000 - \$5,000,000 (Refer to Contract)</div>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Contract #: The Commission, the Commonwealth of Pennsylvania and the State of New Jersey are Additional Insureds on the above General Liability, Automobile Liability and Umbrella Liability (add other liability coverages as applicable) policies. Coverage is Primary and Non-Contributory. No Cross Suits Exclusions. Excess/Umbrella policy follows form of the General Liability Per Project/Per Location Limits. Waiver of Subrogation applies to all coverages where applicable by law. None of the above policies contain a Deductible/SIR greater than \$50,000, unless shown above.

CERTIFICATE HOLDER	CANCELLATION
Delaware River Joint Toll Bridge Commission 110 Wood & Grove Streets Morrisville, PA 19067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:

ACORD 25 (2001/08)
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

OTHER APPLICABLE COVERAGES

TO BE SHOWN IN [OTHER] BOX ON CERTIFICATE OF INSURANCE:

Pollution Liability - Each Occurrence /Aggregate: \$2,000,000/\$4,000,000
(Must list DRJTBC as Additional Insured)

Professional Liability – Check One

- Task Order Consultant: \$1,000,000
- CM/CI Consultants: \$1,000,000
- Engineering Design Consultants: \$1,000,000
- Construction Manager: \$3,000,000
- General Engineering Consultant and Program Manager: \$5,000,000
- Annual Traffic & Revenue Consultant: \$5,000,000

United States Longshoreman & Harbors Workers Act and Maritime Coverages

Watercraft - \$1,000,000 Per Occurrence

Property Coverage for Contractor's Property

Riggers Liability - \$2,000,000 Per Occurrence

Railroad Protective (limit to be discussed if applicable)

ATTACHED TO THIS CERTIFICATE OF INSURANCE:

CHOOSE ONE:

1) CG 20 26 11 85 (SAMPLE ATTACHED)

OR

2) CG 20 10 AND CG 20 37 (SAMPLES ATTACHED)

OR

**3) EQUIVALENT MANUSCRIPT ENDORSEMENTS
(NO SAMPLE ATTACHED)**

POLICY NUMBER: MUST MATCH GA NUMBER COMMERCIAL GENERAL LIABILITY
ON CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The Commission, the Commonwealth of Pennsylvania and
the State of New Jersey

OR

Any organization where required by a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: MUST MATCH GL
POLICY NUMBER ON CERTIFICATE
COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The Commission of the Commonwealth of Pennsylvania and the State of New Jersey OR Any organization where required by a written contract	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: MUST MATCH GC
POLICY NUMBER ON CERTIFICATE
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The Commission, the Commonwealth of Pennsylvania and the State of New Jersey OR Any organization where required by a written contract	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ATTACHMENT IV

CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM

CONTRACT NO. C-519A

SOUTHERN OPERATIONS & MAINTENANCE FACILITIES IMPROVEMENTS
PRELIMINARY, FINAL AND POST DESIGN SERVICES

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated sub-consultants comply with the requirements of these guidelines during the performance of work under Contract C-519A.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

ATTACHMENT V

SAMPLE OF STANDARD COMMISSION CONSULTANT CONTRACT

- A. CONTRACT NAME
B. DRJTBC CONTRACT NO. C-XXXXA

This 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 _____, hereinafter referred to as "Consultant";

WITNESSTH:

WHEREAS, the Commission, on _____, issued a Request for Proposal to provide services for _____ and is made a part hereof; and

WHEREAS, the Consultant submitted its Technical and Fee Proposal dated _____ to provide the Commission with the requested _____ services and said Technical and Fee Proposal are made a part hereof; and

WHEREAS, the Commission at its _____ meeting adopted a Resolution to accept the Consultant's Proposal to _____ as further described below in this agreement; and

WHEREAS, the Commission in its letter dated _____ provided the Consultant with Notice of Award and is 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 in the aforementioned Resolution; 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 Request for Proposal dated _____ and further supplemented by the Consultant's Technical and Fee Proposal dated _____. The above referenced Request for Proposal is attached hereto as Attachment A and made a part hereof. The Consultant's Proposal and Fee Proposal 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.
2. 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 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.
2. 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.
3. The Consultant shall not employ the Commission's employees in the performance hereof.
4. 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 contract.

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 the Commission, 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 \$_____.
2. Costs incurred beyond the specified not-to-exceed amount without prior Commission approval, shall be at the sole risk of the Consultant.
3. The not-to-exceed payment shall include payment for all direct professional and technical salaries times an approved multiplier plus approved out-of-pocket expenses (at cost), including but not limited to: mileage, printing and photographing, and approved specialized services performed by other firms at the Consultant's direction.
4. The multiplier for the Consultant and any sub-consultants shall be as follows:

Multiplier	PRIME	SUB 1	SUB 2	SUB 3	SUB X
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

5. 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.

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, will be paid within thirty (30) days of submission of an acceptable statement.
2. 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 – ASSIGNMENTS AND TRANSFERS, SUBCONTRACTS

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.

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 sub-consultants 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, sub-consultants, 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 with such approval not to be unreasonably withheld. 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. Non-Discrimination

1. During the performance of this Agreement, the Consultant and sub-consultant(s) 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, etc., whether such violations be by the Consultant or any sub-consultant, or any of their agents or employees.

G. Familiarity with Laws, etc.

1. The Consultant shall familiarize himself with all federal, state and local laws, including 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, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Commission's Executive Director and/or his/her designee 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 document 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

1. No news releases pertaining to this project to which it relates shall be made without Commission approval 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 10 calendar days after receipt of the request from the Commission. Payment for this work will be made on the basis of direct professional and technical salaries times the approved multiplier plus approved out-of-pocket expenses and sub-consultant and approved specialized services at cost.

B. Work to Become the Property of the Commission

1. All notes, designs, drawings, specifications and other technical data of the Consultant and sub-consultant(s), as well as job related records and other data including electronic data, concerning the services hereunder shall become the property of the Commission and the Commission shall have the right to use all or any part thereof for the sole purposes 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 – CONSULTANT’S INSURANCE

A. Consultant’s Insurance

1. The Consultant will be required to provide insurance of the prescribed types and minimum amounts as set forth in Exhibit A attached hereto and made a part thereof.

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION 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 by the Commission upon fifteen (15) calendar day's 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. In no event shall the Consultant's 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

- A. 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.
- B. 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

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 or 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.

SAMPLE

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

DELAWARE RIVER JOINT TOLL BRIDGE
COMMISSION:

Executive Director

Joseph J. Resta

Print

ATTEST:

CONSULTANT: _____

Signature

Title

Signature

Title

Print

Title

Print

Title

QUALITY ASSURANCE FORM

This form is to be completed by the Project Manager, or the responsible person in-charge for overseeing and directing the overall execution of the work on the referenced project. Provide this form with the transmittal of all project deliverables. Attach any additional QA/QC forms generated by the **Consultant** during the course of this task.

Client: Delaware River Joint Toll Bridge Commission

Project Name: Southern Operations & Maintenance Facilities Improvements

Client's Project Number: C-519A **Consultant's Project Number:** _____

Task Name: _____

Client's Task Number: _____ **Consultant's Task Number:** _____

I, _____, certify that the work performed for the above referenced project was done in accordance with all quality assurance and quality control procedures of our organization and in accordance with the requirements of our Contract with the Delaware River Joint Toll Bridge Commission for the above referenced project.

Signature: _____

Date: _____

Title: _____

Company: _____

ATTACHMENT VII
SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM

PRIME CONSULTANT NAME

Part	Task	Task Description	Total
I		General Activities of the Consultant	
I	A	Project Management	
	a)	Manage the Project	0
	b)	Administer the Project	0
		SUB-TOTAL HOURS	0
I	B	Quality Assurance Plan	
	a)	Quality Assurance Plan	0
		SUB-TOTAL HOURS	0
I	C	Coordination and Meetings	
	a)	Commission Coordination	0
	b)	Other Agency Coordination and Permitting	0
		SUB-TOTAL HOURS	0
I	D	Project Research and Mapping	
	a)	Document Research	0
	b)	Project Mapping	0
		SUB-TOTAL HOURS	0
I	E	Design Criteria Report	
	a)	Design Criteria Report	0
		SUB-TOTAL HOURS	0
I	F	Utility Coordination	
	a)	Utility Coordination	0
		SUB-TOTAL HOURS	0
I	G	Unforeseen Services	
	a)	Unforeseen Services	NA
		SUB-TOTAL HOURS	NA
II		Preliminary and Final Design Services	
II	A	Preliminary Design	
	a)	Concept Finalization & Schematic Design Submission	0
	b)	Preliminary Design & Design Development Submission	0
		SUB-TOTAL HOURS	0

II	B	Peer / Constructability Review	
	a)	Peer / Constructability Review	0
		SUB-TOTAL HOURS	0
II	C	Final Design	
	a)	Pre-Final Design Submission	0
	b)	Final Design Submission	0
		SUB-TOTAL HOURS	0
III		Post Design Services	
III	A	Pre-Award Services	
	a)	Pre-Award Services	0
		SUB-TOTAL HOURS	0
III	B	Post-Award Services	
	a)	Post-Award Services	0
		SUB-TOTAL HOURS	0
TOTAL HOURS			0

ATTACHMENT VIII
SCHEDULE B1 - FEE PROPOSAL

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I		General Activities of the Consultant								
I	A	Project Management								
	a)	Manage the Project								
	b)	Administer the Project								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	B	Quality Assurance Plan								
	a)	Quality Assurance Plan								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	C	Coordination and Meetings								
	a)	Commission Coordination								
	b)	Other Agency Coordination and Permitting								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	D	Project Research and Mapping								
	a)	Document Research								
	b)	Project Mapping								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	E	Design Criteria Report								
	a)	Design Criteria Report								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT VIII - (CONTINUED)
SCHEDULE B1 - FEE PROPOSAL

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I	F	Utility Coordination								
	a)	Utility Coordination								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	G	Unforeseen Services								
	a)	Unforeseen Services	NA	NA	NA	NA	NA	NA	NA	NA
		SUB-TOTAL HOURS	NA	NA	NA	NA	NA	NA	NA	NA
		AVERAGE RATE (Composite Rate)	NA	NA	NA	NA	NA	NA	NA	NA
		SUB-TOTAL DIRECT COST	NA	NA	NA	NA	NA	NA	NA	\$ 250,000.00
		SUB-TOTAL HOURS - PART I								
		AVERAGE RATE (Composite Rate) - Part I								
		SUB-TOTAL DIRECT COST - PART I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II		Preliminary and Final Design Services								
II	A	Preliminary Design								
	a)	Concept Finalization & Schematic Design Submission								
	b)	Preliminary Design & Design Development Submission								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	B	Peer / Constructability Review								
	a)	Peer / Constructability Review								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT VIII - (CONTINUED)
SCHEDULE B1 - FEE PROPOSAL

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
II	C	Final Design								
	a)	Pre-Final Design Submission								
	b)	Final Design Submission								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART II								
		AVERAGE RATE (Composite Rate) - Part II								
		SUB-TOTAL DIRECT COST - PART II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III		Post Design Services								
III	A	Pre-Award Services								
	a)	Pre-Award Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	B	Post-Award Services								
	a)	Post-Award Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART III								
		AVERAGE RATE (Composite Rate) - Part III								
		SUB-TOTAL DIRECT COST - PART III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HOURS										
AVERAGE RATE (Composite Rate)										
TOTAL DIRECT COST			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SCHEDULE B2 - FEE SUMMARY

LABOR EXPENSES

Total Direct Labor	\$	0.00
Overhead @ _____ %	+	\$ 0.00
Total Direct Labor + Overhead	\$	0.00
Fee @ ____ %	+	\$ 0.00
Total Labor Expenses	\$	0.00

SUB-CONSULTANT EXPENSES

Sub-consultant A -	\$	0.00
Sub-consultant B -	\$	0.00
Sub-consultant C -	\$	0.00
Sub-consultant D -	\$	0.00
Sub-consultant E -	+	\$ 0.00
Total Sub-Consultant Expenses	\$	0.00

OUT-OF-POCKET EXPENSES

Mileage - ____	per mile @ ____	Miles	\$	0.00
Tolls - ____	per toll @ ____	Tolls	\$	0.00
Copying - ____	per copy @ ____	Copies	\$	0.00
Color Xerox - ____	per copy @ ____	Copies	\$	0.00
Plan Reproduction - ____	per copy @ ____	Copies	\$	0.00
Postage - ____	per item @ ____	Items	\$	0.00
Expedited Postage - ____	per item @ ____	Items	\$	0.00
Film Developing - ____	per roll @ ____	Rolls	\$	0.00
Other -			\$	0.00
Other -			\$	0.00
Other -			\$	0.00
Other -			\$	0.00
Other -			\$	0.00
Other -			\$	0.00
Application / Permit Fees -			+	\$ 2,000.00
Total Out-of-Pocket Expenses			\$	0.00

TOTAL NOT-TO-EXCEED FEE \$ 0.00