



"Preserving Our Past, Enhancing Our Future"

May 9, 2018

To: All Consultants

Re: Request for Proposals (RFP)  
**Professional Engineering Services**  
Job Order Contracting Program Manager Consultant  
Contract No. C-727A: Capital Project 1803A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional engineering services in support of a Job Order Contracting Program ("JOC Program"). This solicitation for a Proposal is for program management services to create, develop, implement and administer a JOC Program and to provide construction management / construction inspection services. This program is intended to enhance the Commission's contracting process.

The term "Consultant" as used throughout this Request for Proposal ("RFP") shall mean the Consultant Team including the prime consultant, the consulting firm with which a consultant is affiliated (if any), and the respective subconsultant(s) 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 Consultant based on the Consultant's Proposal submission and in accordance with the one-step RFP process outlined in the Procurement Process Guidelines for Professional Services in Support of Commission Operations and Capital Improvement Program. A copy of the guidelines is available at [http://www.drjtbtc.org/wp-content/uploads/Procurement\\_Guidelines\\_July\\_2017.pdf](http://www.drjtbtc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf).

It is proposed that if the Commission enters into a contract as a result of this RFP, it will be a commission-based contract, pursuant to which payments will be determined by a percentage of the actual project costs performed under the JOC Program. The Contract will be for a three (3) year period with projects assigned on an as-needed basis. The Commission shall have the option to renew the Contract for two-additional one (1) year renewals. Nothing contained herein is intended to provide a guarantee to the Consultant that any projects will be assigned during the term of this Agreement.

To respond to this RFP the Prime Consultant must have an office located within the Commonwealth of Pennsylvania and/or State of New Jersey that is within a 2-hour drive of the Commission's Morrisville, PA headquarters. The Prime Consultant's Project Manager must be assigned to the same office.

Consultants who possess the previous project experience meeting the requirements similar to that noted below and can provide a committed full-time staff as required to perform the services described herein, are encouraged to submit a Proposal. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (**Attachment I**) 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").

Consultants responding to this RFP must have a proven track record in similar projects; be proficient with both working knowledge and experience in creating, developing, implementing and administering a JOC Program, including the ability to address the wide range of civil, telecommunications, electrical, environmental, mechanical, structural, fire suppression, design, general construction and construction management.

The Consultant shall demonstrate in their proposal, as a minimum, previous project experience, including Project Descriptions (client, fee, description of service), meeting the requirements similar to that noted above. Also, all consultants and/or subconsultants shall demonstrate, in the proposal, previous project experience in the areas of work they will be performing.

The Prime Consultant must perform the largest percentage of the work of any consultant team member.

The Prime Consultant submitting a proposal must submit documentation verifying that it is pre-qualified as of the date of the proposal submission to do business with the Commonwealth of Pennsylvania and/or State of New Jersey.

### **Identified Business Enterprise (IBE) Participation**

Consultants 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's website ([www.drjtbc.org](http://www.drjtbc.org)) under Doing Business.

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

Delaware River Joint Toll Bridge Commission  
76 Broad Street  
Phillipsburg, NJ 08865  
Attention: Julio Guridy, Contract Compliance Director  
Phone: (908) 859-6417, Ext. 3063  
E-mail: [jguridy@drjtbc.org](mailto:jguridy@drjtbc.org)

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

The Commission uses the Elations Systems payment verification system as a tool to improve communication between Prime Consultants and subconsultants in the compliance, documentation and reporting of payments to subconsultants.

The Commission requires all Prime Consultants and subconsultants 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 subconsultants. The Consultant, as required, 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](http://www.elationsys.com)).

On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These can be found at [www.drjtbc.org/assets/delawareriver/Recusal Guidelines.pdf](http://www.drjtbc.org/assets/delawareriver/Recusal%20Guidelines.pdf). Consultants must include in their Proposal a certification in the form of the Conflict of Interest and Recusal Certification Form (**Attachment IV**) indicating that they have read, understood and will be guided by these guidelines when performing work for the Commission.

The Contract requirements are more fully described in the below “Background”, “General Project Overview” and “Scope of Services for the Proposal” sections.

## **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.

The Commission envisions that Job Order Contracting (“JOC”) will provide an efficient means of designing and completing repairs, alterations and minor construction for individual projects with a total maximum dollar value, currently established at \$2,000,000. Implementing a JOC Program will enable the Commission to identify, address and complete their projects with the assistance of the Consultant. JOC construction contracts will be procured separately and awarded subsequent to this RFP.

## **GENERAL PROJECT OVERVIEW**

### **A. PROJECT DESCRIPTION**

The Commission is seeking proposals from qualified Consultants to create, develop, implement, and administer a JOC Program and to provide construction management services. The selected Consultant will provide an internet-based management information and support system (“JOC System”) and specifications manual that will allow the Commission to efficiently engage multi-disciplined contractors to design and perform repairs, alterations and minor construction projects and enable the issuance of job orders based upon pre-priced items of work from an on-line task order catalog. The task order catalog and specifications shall be electronic and shall allow automated search and selection.

### **B. PROJECT GOALS**

The main objective of the JOC Program is to enable the Commission to rapidly engage design-build construction contractors to perform design, construction and construction-related services. The projects will range from a total project value of \$10,000 up to a current maximum project value of \$2,000,000. In order to address its needs, the Commission’s JOC Program procedure shall incorporate, but is not limited to, the following steps to be taken by the Commission:

- Issue a Job Order to create a scope/program/cost survey for the project; and
- Review the scope/program/cost survey to determine whether to proceed; and
- Issue a Job Order for the design portion of the project; and
- Review the design to determine whether to proceed; and
- Issue a Job Order to for construction portion of the project.

It is anticipated that there will be one (1) JOC Program Manager Consultant and multiple JOC construction contracts.

### **SCOPE OF SERVICES FOR THE PROPOSAL**

The Commission provides the following required Scope of Services comprised of nine (9) parts as outlined below:

- PART I - General Activities of the Consultant
- PART II - Program Development
- PART III - Job Order Project Administration
- PART IV - Information Management System
- PART V - Training
- PART VI - Program and Technical Support
- PART VII - Reports and Project Control
- PART VIII - Electronic Ordering
- PART IX - Construction Management / Construction Inspection

All work shall adhere to all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable State, Federal or governmental agency. Additionally, 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.

All studies and 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 subconsultants 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 biweekly 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.

The Prime Consultant will be required to report subconsultant utilization using an internet-based service supported by the Commission. In addition to participating in training to assist with reporting contract targets, this effort will include monthly reporting of subconsultant payment information. Subconsultants will be responsible to confirm receipt and payment reported by the Prime Consultant.

***b) Administer the Project***

The Project Manager will be responsible for the administration of the project work tasks ensuring that the work remains on schedule and within budget. The Project Manager will coordinate all subconsultants 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 as a minimum are included within this effort:

- Assemble and direct the team, including subconsultants
- Conduct the 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
- 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 delivered within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PA and/or NJ 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 at a minimum biweekly and presented and discussed at the 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 fifteen (15) calendar days of receipt of the Limited Notice-to-Proceed, the Consultant will prepare and submit four (4) copies of a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review and acceptance. 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. Status meetings will take place a minimum of once a month at the Commission's headquarters. The Consultant will prepare and submit an agenda for these meetings a minimum of 2 days in advance of each meeting and 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 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, County Local, Municipal and other agencies to review and determine requirements for the JOC Program and/or a JOC project including, but not limited to, permitting.

Agencies may include, but are not limited to:

- The Pennsylvania Department of Transportation (PENNDOT)
- The New Jersey Department of Transportation (NJDOT)
- Pennsylvania Department of Environmental Protection (PADEP)
- New Jersey Department of Environmental Protection (NJDEP)
- Soil Conservation Districts of Pennsylvania
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police
- County, Local and Municipal agencies neighboring the bridge facility

**Task D. Unforeseen Services**

The Consultant shall include a Pre-Determined Amount (PDA) item in their Fee Proposal in an amount of \$50,000 for unforeseen services. 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 agreement by the Consultant and the Commission as to the need, the hours and the cost to perform the additional work. Work under this Task shall commence only upon receipt of written notification from the Commission authorizing the work and cost. Any work under this task performed by the Consultant without prior Commission authorization shall be at the sole risk of the Consultant.

**Part II - Program Development**

**Task A. Program Charter**

The Consultant shall work with Commission staff to develop a charter for the JOC Program. Work shall include reviewing and assessing the Commission’s needs to determine the potential scope of the program and, in conjunction with the Commission’s staff, developing a Program Charter to include business rules, procedures, etc. that employ JOC best practices, are customized to the Commission’s operations and will be used to implement and administer the JOC Program.

**Task B. Document Preparation**

The Consultant shall provide a full and complete set of bid and contract JOC documents specifically customized for these Commission projects. These documents shall include, at a minimum, a Commission-specific Task Order Catalog, Technical Specifications and contract terms and conditions unique to JOC.

*a) Unit Price Book*

The Consultant shall meet with appropriate Commission personnel to determine the design and construction tasks to be contained in the JOC Unit Price Book. For purposes of this proposal, the Consultant shall assume the JOC Unit Price Book will ultimately contain no less than 250,000 individual design and/or construction tasks along with an associated unit price. If the Consultant believes this number is either inadequate or too extensive, the Consultant shall, as part of the proposal response, explain its estimated number of design and/or construction tasks and the basis for this number. Each task shall contain a task description, unit of measurement and a unit price. Each unit price should contain locally adjusted direct costs for materials, equipment and labor. The labor prices shall include the prevailing wages and benefits determined by applicable state and federal law. The JOC System shall contain each design and construction task along with the associated unit prices, thus ensuring an internet-based JOC Unit Price Book, and shall be supplemented, as reasonably needed, to include additional tasks required by the agencies. The Consultant shall provide the complete JOC Unit Price Book described above within 60 calendar days from Notice-to-Proceed.

*b) Technical Specifications*

The Consultant shall meet with appropriate Commission personnel to familiarize themselves with the Commission design and construction standards. The Consultant shall then develop a set of



detailed specifications for each of the 250,000+ tasks.

*c) Terms and Conditions*

The Consultant shall meet with appropriate Commission personnel to familiarize themselves with the Commission's standard terms and conditions for design and construction projects. The Consultant will work with the Commission to modify the terms and conditions for design-build construction contracts to apply to JOC projects.

*d) Identified Business Enterprise (IBE) Participation*

The Consultant shall meet with appropriate Commission personnel to familiarize themselves with the Commission's Contract Compliance Program and Payment/Payroll Reporting requirements and shall work with these personnel to maximize opportunities for IBE participation in construction contracts issued under the JOC Program.

**Task C. Procurement Support**

The Consultant shall be capable of providing the Commission with complete technical and marketing support during the solicitation phase of the JOC construction contractors. The Consultant shall provide qualified staff with extensive public sector procurement experience to provide this support. The Consultant will be required to organize and conduct pre-bid meetings with prospective bidders as well as make presentations on behalf of the Commission with various business and contracting organizations.

**The Consultant, or any firm determined by the Commission to be related or affiliated with the Consultant, shall be prohibited from bidding on any of the construction contracts issued under the JOC Program.**

**Part III - Job Order Project Administration**

The Consultant shall be responsible for the following duties on every Job Order:

- a) Attend one or more site visits after a Job Order for scope/program/cost survey (SPCS) is issued by the Commission with a JOC construction contractor. Review/comment and recommend approval/disapproval of the SPCS report.
- b) Assist Commission in ensuring the scope identified in the SPSC report is developed through Final Design.
- c) Assist Commission in issuing the Job Order for the design portion of the construction project.
  - a. Review and approve/disapprove design progress submission(s)
  - b. Review and approve/disapprove of all invoicing for the Job Order for the design portion of the project.
- d) Assist Commission in the creation of the Job Order for construction. Ensure the Job Order accurately reflects the Final Design.
- e) Perform management of the Job Orders for construction to include, but not limited to:
  - a. Administering the Initial Job Conference and all subsequent job meetings; and

- b. Reviewing and processing all construction-related forms; and
  - c. Ensure work is being performed in accordance with the Job Order; and
  - d. Review all invoicing for the Job Order.
- f) Assist in issuing Supplemental Job Orders.
- g) Assist and ensure all Close-Out procedures have occurred prior to Final payment.
- h) Review all as-built drawings for accuracy prior to submission to the Commission.

#### **Part IV - Information Management System**

The Consultant must provide the Commission with access to a comprehensive internet-based information management and support system (JOC System) to enable numerous Commission users to efficiently engage multi-disciplined construction contractors to design and perform repairs, rehabilitation and minor construction projects. The JOC System must allow individual users to issue job orders based upon pre-priced items of work from an on-line task order catalog and system specifications manual to be developed by Consultant. The task order catalog and specifications shall be electronic and shall allow automated search and selection. There shall be no limits upon the number of software licenses.

The JOC System must provide full project tracking (from inception to completion), such as development of cost proposals, preparation of independent estimates, generation of all project documentation, project scheduling, budgeting and cost control, and generating reports. The JOC System shall include, but not limited to: a unique identifier per project, project number (as designated by the Commission), Commission point of contact, JOC Program Manager Consultant point of contact, JOC Contractor point of contact (all contact info), JOC project title, project description, SPCS estimated and actual costs (including contract point(s), design and SPCS), milestone dates (including start/finish dates for SPCS, Design Submissions, Construction and Warranty Period), Contractor and Consultant Invoice tracking (calculated due amount based upon contract terms, actual invoice amounts, invoice received dates, invoice approval dates, balances).

The JOC System must be updated daily with current Job Order information. The JOC system must provide electronic reporting features, which can be accessed by the Commission. All reports must be downloadable in excel format. The Consultant shall prepare, implement, test and maintain the system software, including any software updates. The Consultant shall test/debug the software under actual field conditions prior to implementation.

Consultants must include a detailed description of the internet-based JOC System that will be made available to assist the Commission in the issuance of Job Orders. Consultants must provide information indicating that the proposed JOC System is operational (beta systems will NOT be acceptable) in-place and fully functioning for at least 2 years for at least one client who manages construction, repair and maintenance projects over a minimum 100- mile radius. Include sample excerpts and screen shots from a functioning JOC System displaying Unit Price Books and Technical Specifications. Describe how the JOC System will allow numerous users to address budgeting, estimating, scheduling, and reporting on job orders. Reporting capabilities shall allow the Commission and users to monitor job order progress, monitor payments, and view open and closed job orders in real-time. Consultants shall address in this description the ability to

accommodate concurrent multiple users working in facilities located throughout the Commission's area of operations. The Consultant shall provide the information management system described above within 90 calendar days from Notice-to-Proceed.

#### **Part V - Training**

The Consultant shall provide training to ensure that the JOC System and JOC Program function properly. As part of the proposal, the Consultant shall include its plans to develop specialized training courses that will train all Commission personnel that will be utilizing and administering the JOC System and JOC Program. Training should include at least one seminar each in the Commission's three (3) regions of operation. All aspects of the JOC System and JOC Program are to be covered in the training. All training is to be "Hands On," including a comprehensive training/reference manual with sample job orders, flow charts and forms. The training courses may be on-line, but shall include practical exercises that will be based upon actual Commission projects.

The Consultant shall provide the training described above within 120 calendar days from Notice-to-Proceed.

#### **Part VI - Program and Technical Support**

The Consultant shall provide extensive follow-on technical support for the JOC System and JOC Program for the life of the contract. Expectations include assisting Commission with program execution, troubleshooting, (real time customer service) implementation, updating, and continuous system monitoring. Customer service/technical support shall be available daily from 8:30 am to 4:00 pm, excluding weekends and holidays. The Consultant shall update, as often as reasonably required, any or all of the JOC documents, including the Unit Price Book, Technical Specifications and contract terms and conditions. The Consultant's ability and commitment to providing follow-on technical support is considered a vital component to ensuring a successful program.

- a) The Consultant's shall assign staff to assist with implementing the Contract.
- b) The Consultant shall assist the Commission in the execution and administration of the JOC construction contracts and in the development of the job orders. The Consultant shall monitor the overall JOC Program and prepare any status reports required by the Commission. At 90 calendar days from Notice-to-Proceed, and again at 180 days, the Consultant shall prepare an evaluation report for the Commission on all aspects of the JOC Program.

#### **Part VII - Reports and Project Control**

##### **Task A. Task Plan**

A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. If more than one approach is apparent, describe why you chose this approach.

**Task B. Status Report**

A periodic progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Consultant developed in its proposal, as amended or approved by the Commission.

**Task C. Problem Identification Report**

An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Consultant recommendations with supporting rationale.

**Part VIII - Electronic Ordering**

The Commission may require the Consultant to provide a secure public website for online ordering “punch-out.” The website shall reflect the Commission’s contract pricing and shall be developed and implemented in accordance with a mutually agreed upon implementation schedule. Consultants must describe their experience, if any, in interfacing the task order system with Supplier Relationship Management.

**Part IX - Construction Management / Construction Inspection**

The Commission may request the Consultant to perform construction management and construction inspection type services in support of a specific Job Order for construction. Consultants must describe their capabilities and experience, if any, in providing construction management and construction inspection services for projects involving roadway, bridge and building facilities.

Assume responsibility for the inspection of construction and assign sufficient experienced, responsible personnel to man the project. The quality, extent, and details of the field inspection to be provided shall fully be adequate to ensure proper control of the work.

Provide a Resident Engineer and / or Inspector(s) experienced in construction inspection and documentation during all periods of construction activities who will be responsible for the monitoring, controlling, and reporting of project activities and progress to the Commission. The Resident Engineer and / or Inspector(s) shall have a clear understanding of the tasks assigned to assure the project scope is achieved, completed on time, and within budget.

- a) The Resident Engineer and / or Inspector(s) will work under the supervision of the Chief Engineer and will confer with the Chief Engineer regarding his actions.
- b) The Resident Engineer and / or Inspector(s) shall receive the construction schedule prepared by the Contractor and distribute the schedule to the Commission. Inform the Chief Engineer of potential delays and recommend the rescheduling of work in order to overcome delays and meet target dates.
- c) The Resident Engineer and / or Inspector(s) shall attend and conduct the half-day Pre-construction Meeting along with representatives from the Commission, Contractor and other

involved parties. Arrange on-site Progress Meeting(s) as required in consultation with the Commission. Maintain and circulate copies of records of the meeting. Detailed minutes shall be prepared by the Resident Engineer/Inspector and copies distributed to all interested parties and participants within five (5) working days of the meeting date.

- d) Serve as the Chief Engineer's liaison with the Contractor working principally through the Contractor's field superintendent.
- e) Assist the Chief Engineer in obtaining and approving the Contractor's list of proposed Subcontractors and Suppliers.
- f) Keep track of Shop Drawing submissions and review status as well as maintain a file of the drawings and submissions and check construction for compliance with them.
- g) Conduct on-site observations of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- h) The Resident Engineer and / or Inspector(s) will insure the proper carrying out of the intent of the Contract Documents, and shall act as the agent of the Chief Engineer, and as such shall have authority to disapprove work or materials failing to comply with the Contract Documents, approved Shop Drawings, or samples.
- i) Consider and evaluate Contractor suggestions for modifications in Drawings or Specifications and report them with recommendations to the Chief Engineer.
- j) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and other submissions, reproductions or original Contract Documents including all Addenda, Change Orders and additional drawings issued subsequent to the award of the Contract, progress reports, and other project-related documents.
- k) Prepare and recommend for approval by the Chief Engineer, all supplemental contract Change Orders. Maintain cost accounting records with respect to portions of the work to be performed by supplemental Change Orders. Prepare independent cost estimates for any changes resulting from design or field contract revisions. Negotiate prices with Contractors for changes resulting from design or field contract revisions and make recommendations to the Chief Engineer.
- l) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- m) Maintain a set of Drawings on which authorized changes are noted, and deliver to the Chief Engineer at the completion of the project.
- n) The Consultant shall prepare as-built drawings upon completion of the construction contract.
- o) Furnish the Chief Engineer with periodic reports as required of progress of the project and the Contractor's compliance with the approved construction schedule.
- p) Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Chief Engineer, noting particularly their relation to the work completed and materials and equipment delivered at the site.

- q) During the course of the work, assemble guarantees, certificates, maintenance operation manuals and other required data to be furnished by the Contractor and upon acceptance of the Project, deliver this material to the Chief Engineer.
- r) Prior to Final Inspection, submit to the Contractor, a list of observed items requiring correction and verify that each correction has been made.
- s) Conduct Final Inspection in the company of the Chief Engineer and prepare a final list of items to be corrected. Verify that all items on final list have been corrected.
- t) Conduct a review and approval of the Contractor's safety plan, and monitor the contractor's safety performance throughout the life of the project. Where any operation, practice, or condition during the course of the work is unsafe, the Consultant shall immediately discontinue the work, and adequate remedial action taken before the affected part of the work is resumed.
- u) Advise the Chief Engineer of jurisdictional and other labor relation problems and provide advice to the Commission to resolve disputes and prevent potential work stoppages.
- v) In the event interpretation of the meaning and intent of the Contract Drawings and Specifications becomes necessary during construction, the Resident Engineer/Inspector shall consult with the Chief Engineer to ascertain the interpretation and transmit such information to the Contractor.
- w) Assist the Commission Staff in the institution of any partial or complete default action against the Contractor, if required. Estimate amounts due because of the default and prepare cost estimates for completion of the remaining construction contract work.
- x) Advise the Chief Engineer of all complaints and inquiries from property owners, citizens, officials, or others and assist the Commission in the investigation and answering of such complaints and inquiries.
- y) The Consultant shall prepare a lessons learned letter report at the conclusion of the project to include: lessons learned, contractor production rates, and "rocks-in-the-road" which were encountered and how they were resolved.

These services are generally defined as including, but not limited to, checking that all work and materials are in compliance with the contract plans and specifications, to obtain certifications for all manufactured materials incorporated into the project, the maintenance of as-built information and plans, and all such other services as may be required to furnish a complete construction management and inspection services of high quality. The importance of assuring the Contractor's adherence to the project schedule, minimizing construction change orders, and correcting slippage's prior to their becoming significant cannot be overstated.

### **SUBMISSION REQUIREMENTS**

The Consultant will be required to submit in a separate, sealed envelope six (6) copies of the Technical 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 submission must include the following:

#### **Technical Proposal (separate sealed envelope)**

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 ½” x 11”) page].
2. Proposal [not to exceed twenty (20) single-sided, letter-sized (8 ½” x 11”) pages, except as noted below] will be required to include:
  - a) Statement of the Problem. Describe in succinct terms your understanding of the problem presented or the service required by this RFP. The Consultant shall provide:
    - i An Executive Summary establishing the depth of Consultant’s understanding of the Commission’s intended scope of work and a detailed description of the how the proposed JOC Program will accomplish the need for effective and efficient design, construction and construction management.
    - ii A brief discussion of how legal requirements such as the Prevailing Wage Act and the Uniform Construction Code requirements for submitting a project for plan review and approval impact the JOC Program.
    - iii Information and insight that indicates the Consultant’s thorough knowledge of design and construction activities to be performed by the JOC construction contractors and their familiarity with Construction Specification Institute (CSI) format for developing specifications.
    - iv A statement indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.
    - v 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 **Attachments II** of the RFP.
  - b) Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.
  - c) Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Scope of Services portion of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

- d) **Prior Experience.** Include experience in creating, developing, implementing and administering a JOC Program, including the ability to address the wide range of civil, telecommunications, electrical, environmental, mechanical, structural, fire suppression, design, general construction and construction management. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. In addition, provide a listing of current and completed projects over the last five (5) years that included developing and tailoring a JOC program for a project similar to size and scope of the Commission's Projects.
- e) **Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. For key personnel (Project Manager, Estimator, Scheduler, Analysts, IT staff, Construction and Design specialists, Construction Management Specialists and Construction Inspectors), include the employee's name and, through a resume or similar document (not included in the twenty (20) page Proposal limitation cited above), the Project personnel's education and experience.
  - i The Project Manager must have a minimum of five (5) years of experience with JOC Systems to assist in the administration and project management of the JOC Program.
  - ii For the Estimator, Scheduler, Analysts, IT staff, Construction and Design specialists Construction Management Specialist and Construction Inspectors, the personnel must have a demonstrated, through a resume or similar document, an understanding of the JOC concept and at least two years' experience in developing and operating similar programs.
  - iii At least one member of the Prime Consultant and / or subconsultant(s) must be a licensed Professional Engineer in the Commonwealth of Pennsylvania and/or State of New Jersey.

Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Provide one 11X17 project specific organizational chart (not included in the twenty (20) page Proposal limitation cited above) depicting the roles and responsibilities of key personnel as well as the limits of authority and lines of authority. Identify by name any subcontractors you intend to use and the services they will perform.

- f) **Training.** Indicate and describe the type of training to be provided to Commission personnel. The scope of the training shall include training on the procedures associated in the administration of the JOC Program and in the utilization of the JOC System. Include any assumptions made about the knowledge or experience of agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.
- g) **Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the



- company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commission reserves the right to request additional information it deems necessary to evaluate a Consultant's financial capability.
- h) Schedule. Ability to adhere to Commission's project schedule. The Consultant shall provide a "high level" Microsoft Project Schedule 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 twenty (20) page Proposal limitation cited above. However, the Microsoft Project Schedule which can be submitted on 11x17 paper is not included in the twenty (20) page Proposal limitation cited above.
3. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** (not included in the twenty (20) page Proposal limitation cited above).
  4. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only and not included in the twenty (20) page Proposal limitation cited above).
  5. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only and not included in the twenty (20) page Proposal limitation cited above).
  6. Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted (Completed IBE Participation Forms are not included in the twenty (20) page limit of the Proposal narrative 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 each of the three (3) Commission Fees for the Tasks listed under Parts I through IX of the Scope of Services.
2. The Consultant will provide a Fee Proposal in the forms provided in Schedule A - Fee Proposal (Attachment VII).
3. The proposed Commission Fees will include payment for all of the Consultant's cost including, but not limited to, professional and technical salaries, except Corporate Officers, Partners, Owners (payment for Corporate Officers, Partners, Owners may be included if they are performing specific technical tasks to the betterment of the project), routine secretarial / clerical services and overhead plus approved out-of-pocket expenses, limited to: mileage,

mailings, printing and photographing, software licenses, SLA's and specialized services performed by other firms at the Consultant's direction.

4. The Prime Consultant will be reimbursed for the actual billings by all subconsultants. Mark-ups will not be permitted on subconsultant costs.
5. Payments to the Consultant will be commission-based and determined as a percentage of the actual project costs performed under the JOC Program.
6. 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 Scope of Services. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Work Plan; (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:

$$\text{Physical \% complete} = \left[ \frac{\$ \text{ spent}}{\$ \text{ spent} + \text{cost-to-complete}} \right] \text{ times } 100$$

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:

<b><u>Proposal Schedule</u></b>	<b><u>Date</u></b>
Issue / Post RFP on Website	May 9, 2018
Pre-Proposal Meeting	May 22, 2018
Closing Date for Submittal of Inquiries	May 25, 2018
Responses to Inquiries	May 30, 2018
<b>Closing Date for Proposal Submission - Submittal of Technical Proposal and Fee Proposal</b>	<b>June 7, 2018</b>
Proposer Interviews (if required)	June 26 & 27, 2018
Proposal Review and Negotiation	July 31, 2018
Anticipated Award / Limited Notice to Proceed	September 25, 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 Proposals and Fee Proposals must be delivered to the Commission in separate sealed envelopes prior to the time and date specified.
4. The Technical Proposal will be evaluated using the rating criteria listed below.

**Rating Criteria**

- Understanding of the Project and Commission Needs
  - Management Approach to the Project
  - Quality and Applicability of the JOC System
  - Firm's Experience on Similar Projects
  - Credentials of the Project Staff
  - IBE Participation
5. Following the evaluation of the Technical Proposal one (1) or more Consultants may be required to make an Oral Presentation to a Technical Evaluation Committee (TEC). Proposer Interviews will be up to one-hour in length: twenty (20) to thirty (30) minutes for the Consultant's Presentation and twenty (20) to thirty (30) minutes for Questions and Answers. The Proposer Interviews will be held at the Commission's Administration Building Facility located in New Hope, Pennsylvania **or** Morrisville, Pennsylvania on the date indicated in the Proposal Schedule. The location and time for each Consultant's Presentation will be announced after the Proposals have been received.

The Proposer Interviews 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 they 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, schedule and budget?
  - Did the PM demonstrate his/her ability to effectively manage the team and gain stakeholder consensus (PENNDOT, NJDOT, PADEP, NJDEP, etc.)?
  - 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?
  - Presentation / Demonstration of the JOC System
6. In the Overall Evaluation, the Technical Proposal will have a 60% weight and the Proposer Interviews a 40% weight.

7. Following the evaluation of the Technical Proposals and Proposer Interviews, the TEC reviews its evaluation with the Senior Selection Committee (SSC). The SSC reviews with the Commission their findings of the best qualified Consultant(s) to negotiate scope and fee. The Commission then identifies the best qualified Consultant(s) to negotiate scope and fee.
8. 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 any Technical 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 Goal for this project is 25%.

The prime consultant shall indicate in their Technical 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 Proposals 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 Meeting will be held at the Commission's New Hope - Lambertville Toll Bridge Administration Building at 2492 River Road, New Hope, PA 18938-9519 at 10:00 AM, local time, on the date indicated in the **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: W. Michael Cane, Senior Project Manager. Inquiries by FAX and email are acceptable. The FAX number is (215) 295-4436. Email inquiries are to be directed to the Project Manager ([wmcane@drjtbc.org](mailto:wmcane@drjtbc.org)) with copy to the Chief Engineer ([rlittle@drjtbc.org](mailto:rlittle@drjtbc.org)). The inquiry deadline is 3:00 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 (7 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

**ORIGINAL SIGNED BY**

ROY W. LITTLE, P.E.  
Assistant Chief Engineer

RWL/wmc

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-727A, CAPITAL PROJECT 1803A

PROFESSIONAL ENGINEERING SERVICES

FOR

JOB ORDER CONTRACTING PROGRAM MANAGER CONSULTANT

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II	INSURANCE AND INDEMNIFICATION REQUIREMENTS
III	INSURANCE AND INDEMNIFICATION CERTIFICATION FORM
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VI	QUALITY ASSURANCE FORM
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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 the Commission's Request for Proposal (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 Communications or his/her designated representative.

#### Addendum to RFP

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

#### Acceptance of Proposal

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 does not, in any manner or form, commit the Commission to award any contract. The contents of the Proposal may become a contractual obligation, if in fact the Proposal is accepted and a contract is entered into with the Commission. Failure of the Consultant to adhere to and/or honor any or all of the obligations of the Proposal may result in the cancellation of any contract awarded by the Commission.

#### Rejection of Proposal

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



Insurance and Indemnification Requirements

**Attachment II** contains the Commission's 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 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 and 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.

## **ATTACHMENT II**

### **CAPITAL PROGRAM CONSULTANTS INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**NOTE TO CAPITAL PROGRAM CONSULTANTS: CONSULTANTS ARE REQUIRED TO SUBMIT A SIGNED AND NOTARIZED LETTER FROM THEIR INSURANCE BROKER/AGENT STATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS AS NOTED UNDER THE “CERTIFICATE OF INSURANCE” HEADING OF THESE INSURANCE REQUIREMENTS.**

#### **INSURANCE:**

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), 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), Personal Injury, 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 as set forth in paragraph 6 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, Commercial Automobile Liability and Employers Liability Coverages.

- d) The Commercial Excess/Umbrella Liability policy shall be following form.
- e) 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.

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$1,000,000 Per Occurrence/Per Claim (maximum Self Insured Retention - \$50,000)

**ADDITIONAL COVERAGES AS NEEDED:**

7. 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) Claims Made 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 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.

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 Marine Liability,

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.

**The Insurance requirements listed in Items 7, 8, 9 & 10 are waived for Contract No. C-727A - Job Order Contracting Program Manager Consultant. 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.**

Deductibles and 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. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the Commission; provided, however, a Consultant's self-insured retention amount on its Professional Liability Insurance policy may exceed \$50,000 to the extent that a higher self-insured retention amount is expressly set forth in paragraph 6 of these insurance requirements.

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 INSUREDS 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, or both ISO Form #CG 20 10 10 01 **and** ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach 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** and non contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non contributory 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:

Covered Party shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non renewal, modification, or material change to the policies 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 after final payment under 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:

The Covered Party shall submit with its proposal, a signed and notarized letter from and on the Covered Party’s insurance broker’s/agent’s letterhead stating that the insurance broker/agent and Covered Party will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

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 the Covered Party 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.

**CAPITAL PROGRAM CONSULTANT INDEMNIFICATION CLAUSE**

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

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.

**SAMPLE OF BROKER LETTER**

**TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER  
LETTERHEAD**

DATE

Delaware River Joint Toll Bridge Commission  
110 Wood and Grove Streets  
Morrisville, Pennsylvania 19067

Re: **(INSERT RFP / RFQ TITLE)**

Dear \_\_\_\_\_:

As stipulated in **Attachment II** of the Bidding Specifications, this letter confirms **(Broker/Insurance Carrier)** and **(Insured/Bidding Party)** ability to secure placement of all insurance requirements as outlined in the Commission's Insurance and Indemnification Requirements section. We will provide a sample 'Certificate of Insurance' indicating that **(Insured/Bidding Party)** can meet the minimum requirements stipulated herein.

Sincerely,

**Insurance Broker / Insurance Carrier  
Name/Title**

Capital Program Consultants				DATE (MM/DD/YYYY)																																																													
<b>ACORD®</b>				<b>CERTIFICATE OF LIABILITY INSURANCE</b>																																																													
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).</p>																																																																	
<b>PRODUCER</b>  <b>SAMPLE</b>  <p style="text-align: center;">Effective 1/1/2012</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C No. Ext):</td> <td>FAX (A/C No.):</td> </tr> <tr> <td colspan="2">E-MAIL:</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> <tr> <td colspan="2">PRODUCER:</td> </tr> <tr> <td colspan="2">CUSTOMER ID #:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : X=A- (Excellent) or Higher</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B : X= Class VII or Higher</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>				CONTACT NAME:		PHONE (A/C No. Ext):	FAX (A/C No.):	E-MAIL:		ADDRESS:		PRODUCER:		CUSTOMER ID #:		INSURER(S) AFFORDING COVERAGE		INSURER A : X=A- (Excellent) or Higher	NAIC #	INSURER B : X= Class VII or Higher		INSURER C :		INSURER D :		INSURER E :		INSURER F :																																			
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**ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE  
OF INSURANCE:**

**CHOOSE ONE:**

**1. CG 20 26 11 85 (SAMPLE ATTACHED)**

**Or**

**2. CG 20 10 10 01 AND CG 20 37 10 01 (SAMPLES ATTACHED)**

**Or**

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

POLICY NUMBER: Must Match GL Policy Number on  
Certificate

**COMMERCIAL GENERAL LIABILITY**

**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 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 10 01

**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 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.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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 GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**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**

<b>Name of Person or Organization:</b> The Commission, the Commonwealth of Pennsylvania and the State of New Jersey or Any organization where required by a written contract
<b>Location And Description of Completed Operations:</b> All Locations
<b>Additional Premium:</b>

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**ATTACHMENT III**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

CONTRACT NO. C-727A

JOB ORDER CONTRACTING  
PROGRAM MANAGER CONSULTANT

\_\_\_\_\_  
(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 subconsultants 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 No. C-727A.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT IV**

**CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM**

CONTRACT NO. C-727A

JOB ORDER CONTRACTING  
PROGRAM MANAGER CONSULTANT

\_\_\_\_\_  
(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](http://www.drjtbc.org) and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-727A.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT V**

**SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT**

**CONTRACT NAME  
DRJTBC CONTRACT NO. C-XXXX**

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";

**WITNESSETH:**

**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 Proposal and Fee Proposal dated \_\_\_\_\_ to provide the Commission with the requested \_\_\_\_\_ services and said Technical Proposal and Fee Proposal are made a part hereof; and

**WHEREAS**, the Commission at its \_\_\_\_\_ meeting adopted a Resolution to accept the Consultant's Technical Proposal and Fee 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 Proposal and Fee Proposal dated \_\_\_\_\_. The above referenced Request for Proposal is attached hereto as Attachment A and made a part hereof. The Consultant's Technical 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 subconsultants shall be as follows:

<b>Multiplier</b>	<b>PRIME</b>	<b>SUB 1</b>	<b>SUB 2</b>	<b>SUB 3</b>	<b>SUB X</b>
<b>Office</b>	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
<b>Field</b>	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 subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.
2. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

**D. Claims**

1. The Commission shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the Commission, the Commission shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the Commission.



2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. Commission shall have the right to approve election of such counsel by Consultant 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 subconsultant(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 subconsultant, 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 subconsultant 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 subconsultant(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 Streets  
Morrisville, PA 19067  
Attn: Roy W. Little, P.E, Chief Engineer

If a legal matter copies to: William Sasso, Esquire  
Stradley Ronon Stevens and 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.

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:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Attachments:

- A. Commission's Request for Proposals
- B. Consultant's Technical Proposal and Fee Proposal
- C. Commission's Notice of Award

Exhibits:

- A. Insurance Requirements.



**ATTACHMENT VI**  
**QUALITY ASSURANCE FORM**

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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.

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**Client:** Delaware River Joint Toll Bridge Commission

**Project Name:** Job Order Contracting Program Manager Consultant

**Client's Project Number:** C-727A **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 - FEE PROPOSAL**

Prime Consultant's Name

JOC Program Commission Fee (%)	
Job Order Project Administration Commission Fee (%)	
Construction Management / Construction Inspection Commission Fee (%)	
Total Commission Fee (%)	
Estimate JOC Project Value for the Initial 3-Year Term of the Contract	\$5,000,000.00
Unforeseen Services	\$50,000.00
Estimate JOC Commission Fee Payments	

"Estimated JOC Project Value" shown is for evaluation purposes only and is NOT guaranteed.

**Overview:** This worksheet shall constitute the Fee Proposal. This Fee Proposal shall be submitted in a separate, sealed envelope and clearly labeled "Fee Proposal".

**Instructions:** Consultants must complete ALL green and yellow highlighted spaces in the worksheet. All other data will automatically calculate and populate into the Estimate JOC Commission Fee Payments line. Consultants must enter in the yellow highlighted cells in the worksheet a Commission Fee (percentage) to be paid for the estimated dollar amount of job orders issued by the Commission. The Fee Proposal will be evaluated on the Initial 3-Year Term of the Contract. The resulting Contract from this RFP will be a commissioned based contract where payment is determined by a percentage of the actual project costs procured under the JOC Program.

**Definitions:** Each Commission Fee is defined as noted below.

- 1) JOC Program Commission Fee - Tasks listed under Parts I, II, IV, V, VI, VII and VIII of the Scope of Services
- 2) Job Order Project Administration Commission Fee - Tasks listed under Part III of the Scope of Services
- 3) Construction Management / Construction Inspection Commission Fee - Tasks listed under Part IX of the Scope of Services
- 4) Total Commission Fee - Sum of the three (3) commission fees listed above

**Alternate Fee Proposal (Non-Evaluated Fee):** If the Consultant feels the Commission would benefit from an alternate fee structure, Consultants may submit an alternate fee proposal (i.e. tiered approach) as an additional worksheet to this Fee Proposal worksheet. However, for evaluation purposes, Consultants MUST also submit a conforming Fee Proposal having the requested Commission Fees (%) or the proposal may be rejected.

**Important Reminders:** Formulas are imbedded in the worksheet. Consultants must verify that all calculations, subtotal costs and grand total costs are accurate. Do not add technical information into the cost submittal and do not include cost in the technical submittal. Failure to submit a cost on all items may require Commission to reject the proposal.