



"Preserving Our Past, Enhancing Our Future"

July 6, 2018

To: All Consultants

Re: Request for Proposals (RFP)

**Electronic Toll Collection / Tolling Task Order Assignment Consultant – Pennsylvania Assignment**

DRJTBC Contract No. C-728A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional consulting services for various Electronic Toll Collection / Tolling Consultant services under a Task Order Agreement. As used in this RFP the term "**Consultant**", where bolded, shall mean the prime Consultant, the consulting firm with which a Consultant is affiliated (if any) and the respective sub-consultants of the foregoing that jointly comprise the team to be used for this Agreement as defined below.

This solicitation for a proposal ("RFP") is for work to be performed on various Task Order Assignments within the Commission's jurisdiction, from the Philadelphia-Bucks County line in the south to the New Jersey-New York State line in the north, a distance of approximately 139 miles.

The Contract will be for a twenty-four (24) month period with projects assigned on an as-needed basis. The not-to-exceed dollar amount for this Electronic Toll Collection / Tolling Task Order Consultant Agreement will be \$500,000. Nothing contained herein is intended to provide a guarantee to the Consultant that the specified not-to-exceed will be utilized during the term of this Agreement. The Commission reserves the option to extend/decrease the contract duration and/or increase/decrease the maximum dollar amount.

Individual task assignments will be assigned to the Prime Consultant on a task order basis after receipt and approval of a Proposal from the Prime Consultant for each task specifically requested and outlined in the Problem Statement provided by the Commission.

The intent of this RFP is for the Commission to select a Prime Consultant, based on their proposal submission and in accordance with the Task Order/Term Agreement process outlined in the Procurement Process Guidelines for Professional Services Consultants for the Commission's Capital Program. A copy of the guidelines is available at [www.drjtbc.org/assets/delawariver/ProcurementProcessGuidelines.pdf](http://www.drjtbc.org/assets/delawariver/ProcurementProcessGuidelines.pdf).

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

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. The Consultant must also provide Project Descriptions (client, fee, description of services) indicating project experience in the last three (3) years in Electronic Toll Collection and Conventional Toll Collection, as described under the Scope of Services of this RFP.

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_Guidelines.pdf). The Consultant must include in their proposal a certification in the form shown in Attachment IV indicating that they have read, understood and will be guided by these guidelines when performing work for the Commission.

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

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

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

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

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

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

The Commission requires all Prime Consultants and sub-consultants to create a log-in and schedule an online training session to familiarize and use the Elation Systems in reporting monthly invoice payments to their Sub-consultants. 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)).**

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

**Professional Services**

Julio Guridy, Director  
76 Broad Street  
Phillipsburg, NJ 08865  
(908) 859-6417, ext. 3063 (office)  
[jguridy@drjtbc.org](mailto:jguridy@drjtbc.org)

**BACKGROUND**

The Commission's responsibilities include the maintenance and operation of all non-railroad bridges over the Delaware River in its jurisdiction, with the following exceptions: the New Jersey-Pennsylvania Turnpike Bridge and the Burlington-Bristol Toll Bridge, both south of Trenton, and the Dingman's Ferry Bridge north of the Delaware Water Gap.

The Commission owns and operates 20 bridge crossings over the Delaware River and 33 approach structures from Morrisville, Pennsylvania on the south to Milford, Pennsylvania approximately 140 miles to the north. Of the main river crossings, 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 seven (7) Toll bridge facilities and corresponding number of structures are:

- 1) Trenton - Morrisville Toll Bridge (eleven (11) additional approach structures)
- 2) New Hope - Lambertville Toll Bridge (two (2) additional approach structures)
- 3) Interstate 78 Toll Bridge (twin structures), (eleven (11) additional approach structures)
- 4) Easton - Phillipsburg Toll Bridge (four (4) additional approach structures plus a pedestrian tunnel)
- 5) Portland - Columbia Toll Bridge (two (2) additional approach structures)
- 6) Delaware Water Gap Toll Bridge (twin structures)
- 7) Milford - Montague Toll Bridge

The 13 Toll Supported bridge facilities and corresponding number of structures are:

- 1) Lower Trenton Toll Supported Bridge
- 2) Calhoun Street Toll Supported Bridge
- 3) Scudder Falls Toll Supported Bridge (two (2) additional approach structures)

- 4) Washington Crossing Toll Supported Bridge
- 5) New Hope - Lambertville Toll Supported Bridge
- 6) Centre Bridge - Stockton Toll Supported Bridge (one (1) additional approach structure)
- 7) Lumberville - Raven Rock Toll Supported Pedestrian Bridge
- 8) Uhlerstown - Frenchtown Toll Supported Bridge
- 9) Upper Black Eddy - Milford Toll Supported Bridge
- 10) Riegelsville Toll Supported Bridge
- 11) Easton - Phillipsburg (Northampton Street) Toll Supported Bridge
- 12) Riverton - Belvidere Toll Supported Bridge
- 13) Portland - Columbia Toll Supported Pedestrian Bridge

In addition to the main river crossing bridges, there are approach spans and/or bridges and associated highway and ramp approaches as well as administration/operation buildings, maintenance shops and garages.

Available for review at the Commission's Trenton-Morrisville Toll Bridge Administration Building are internal documents containing general information of the Commission's facilities identified above, entitled "General Information on Non-Toll Bridges" and "General Information on Toll Bridges". These documents include general information on the buildings, shops, and garages at the toll facilities.

The Commission installed its Electronic Toll Collection System in 2002/2003 by outsourcing the installation and maintenance to an In-lane System Integrator (TransCore) and the back office operations to a Customer Service Center (CSC) vendor (ACS). In June 2009 a new CSC vendor (ETC Corporation) became responsible to provide the Commission's CSC and new Violation Processing Center (VPC) for the existing Electronic Toll Collection System and the newly installed Violation Enforcement System (VES) and Open Road Tolling (ORT) lanes.

In 2009 a new In-Lane Toll System Integrator (Xerox) began the process of implementing ORT and VES system at the Commission's facilities. The installation of VES and ORT was completed in 2010. In October 2015 the Commission issued notice to proceed to TransCore for the replacement of its existing Electronic Toll Collection System and implementation of All Electronic Tolling (AET) at the new Scudder Falls Bridge. As of August 2017, the Commission transitioned from its legacy electronic toll collection system to the TransCore Infinity system in all lanes. Additionally, in May 2014, the Commission transitioned from a stand-alone CSC to the New Jersey Regional CSC currently managed by the New Jersey Turnpike Authority and operated by Conduent.

### **SCOPE OF SERVICES**

The Commission has undertaken an ambitious Capital Program. During the next two (2) years the Commission has identified a need to retain a consulting engineering firm to perform, in a timely manner, a variety of engineering design, project management and program management services for Electronic Toll Collection, Conventional Toll Collection, Open Road Tolling, and All Electronic

Tolling projects. In addition the Prime Consultant may be called upon to augment the Commission's staff on an as needed basis.

A. General Activities of the Prime Consultant

1. *Commission Coordination (these hours/costs shall be included in the **Consultant's** proposal for each individual Task Order Assignment)*

The Prime Consultant will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the Prime Consultant will establish a means of coordinating and reporting its activities with the Commission's Chief Engineer to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting each month at the Commission's headquarters will be required.

The Commission shall be informed of all meetings with other agencies, government officials, and / or groups so that Commission staff can attend if necessary. The Prime Consultant's Project Manager will prepare Agendas prior to and minutes after all meetings and submit them to the Commission for review and comment within five (5) working days.

The Prime Consultant will be responsible to prepare and submit monthly progress reports indicating weighted percent complete per task and percent complete based on hours spent per task. These progress reports shall be submitted along with the Prime Consultant's monthly invoices. The Prime Consultant shall submit these invoices within 15 business days after the end of each billing period.

The Prime Consultant shall designate a single point of contact for all matters relating to this contract. This person shall be authorized to submit proposals and negotiate the cost for any and all tasks requested of the Prime Consultant.

The Prime Consultant should anticipate meeting with the Chief Engineer or his/her designee monthly to discuss the scope and overall needs of each task. The Commission staff will review and evaluate each Task Order Assignment Proposal. The date of execution by the Commission's Executive Director of the Task Order Assignment Agreement shall be the date of Notice-to-Proceed.

The Prime Consultant shall immediately notify the Commission's Chief Engineer, if and when the percent of budget expended for any open Task Order Assignment exceeds the physical percent complete. The Prime Consultant shall implement at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Prime Consultant at risk of having to absorb any cost above and beyond the authorized Task Order Assignment not-to-exceed amount.

2. *Other Agency Coordination (It is noted that these costs shall be included in the individual task order assignments as approved by the Commission)*

Selected task orders may require coordination with various Federal, state or local agencies deemed to have jurisdiction over the specific work involved. The Consultant may be required to contact and meet with representatives of state and / or other agencies to review and determine all necessary project requirements and permits for any work developed under this Agreement. The Commission shall be informed of all meetings scheduled with other agencies, government officials, and / or groups in advance of the proposed meeting date so that Commission personnel can attend if necessary. The Prime Consultant's Project Manager will prepare minutes of all meetings and submit them to the Commission for review and comment within five (5) working days.

3. NJDEP - Commission's NJPDES Permit Number NJG0153052 – Authorization to Discharge (Authorization) as a R12 – Highway Agency Stormwater General Permit.

NJDEP has issued the above Stormwater General Permit to the Commission. Work performed under the Task Order Assignments must comply with NJPDES Permit No. NJG0153052. (The costs, if any, of assuring compliance with these permit requirements on individual Task Order Assignments under this Agreement are considered to have been included in the Consultant's overhead)

#### B. Task Assignments

The services of the Prime Consultant will be on an as-needed basis and be performed under the direction of the Commission's Executive Director and/or his/her designee. When the services of the Prime Consultant are desired, the Commission will provide the Prime Consultant with a letter-form Request for Task Order Assignment Proposal, with accompanying Task Order Assignment Agreement, Sample Key Project Milestone Deliverable Dates, Problem Statement, Sample Consultant's Scope of Services, Sample Project Schedule, and Sample Fee Summary. The Prime Consultant's complete Task Order Assignment Proposal shall consist of a cover letter and the following (6) items in this order:

- a. Task Order Assignment Agreement
- b. Key Project Milestone Deliverable Dates
- c. Problem Statement
- d. Consultant's Scope of Services
- e. Project Schedule (Primavera Project Planner, Primavera Suretrak, and Microsoft Project)
- f. Fee Summary

Refer to Attachment VIII for a sample Request for Task Order Assignment Proposal.

The Task Order Assignment Proposal should be concise, thorough and, if applicable, acknowledge a relationship of the proposed fee being a reasonable percentage of the estimated construction costs for the constructed project. The Task Order Assignment Proposal should be submitted to the Commission within five (5) working days of receipt by the Prime Consultant of the Request for Task Order Assignment Proposal.

The Prime Consultant should anticipate meeting with the Commission to discuss the scope and overall needs of each task. The Commission's staff will review and evaluate proposals for all tasks and negotiate a cost for performing the task based on hourly rates and multipliers specified in the agreement. Upon arriving at a mutually agreeable scope of work, schedule, and not-to-exceed cost, a Task Order Assignment Agreement will be executed after which the Commission will then issue Notice-to-Proceed.

The Commission is under no obligation to assign tasks to the Prime Consultant and no payment will be made to the Prime Consultant, except for those tasks assigned by a Task Order Assignment Agreement. The Commission has the right to decrease the scope or terminate any task at any time and for any reason upon written notice from the Commission. In such an event, the Task Order Assignment Agreement will be terminated in accordance with Article IX of the Task Order Agreement.

Tasks assigned to the Prime Consultant will include, but not be limited to, the activities described below in Item 1 below. Task assignments may also include those activities described in Items 2 and 3 below. It is desired that the Prime Consultant have available the services of individuals knowledgeable in the activities listed in item 1.

If the use of sub-consultants is intended for any portion of this work, indicate which firms will be utilized and the specialized area for each.

The Prime Consultant is encouraged to utilize sub-consultants in those areas listed below to augment and supplement the normal skills and capabilities of the Prime Consultant's staff.

Sub-consultants must demonstrate the required experience and expertise related to the work they intend to perform.

1. Electronic Toll Collection, Conventional Toll Collection, Open Road Tolling, and All Electronic Tolling
  - a) Tolling studies and design to:
    - (1) Expand/modify the Commission's existing toll plazas
    - (2) Implement Open Road Tolling within an existing conventional plaza
    - (3) Convert an existing conventional plaza to All Electronic Tolling
    - (4) Implement new tolling technology throughout the Commission's toll lanes
    - (5) Project traffic and revenue for existing or new toll bridges
  - b) Develop Preliminary and Final Design Plans, Schedules and Engineer's Estimates for tolling projects
  - c) Prepare Functional Requirements, Specifications and Procurement Documents for tolling projects following a standard Design, Bid, Build Process or Alternative Bidding Processes such as Design – Build.
  - d) Submission Review and Approval

- (1) Study and Conceptual Design Review
  - (2) Preliminary and Final Design Review
  - (3) Shop Drawing Review
  - (4) Testing Plan Review, Testing Witnessing and Results Review
  - (5) Training Programs
  - e) Construction Oversight and Support Services
    - (1) Inspection of Work Performed by Others
    - (2) Oversight Validation and Approval of Tests Performed by Others
  - f) Provide Assistance with Directives from the E-ZPass Interagency Group (IAG)
  - g) Assist with transitioning to the E-ZPass IAG Next Generation Tolling Technology and Potentially a North American Protocol Reader
  - h) Assist with interfacing a Customer Service Center with an IAG Regional CSC and ultimately other non-IAG Regional CSC's
  - i) Interface with multiple vendor and project contracts that impact or are related to the Commission's In-Lane Toll System or Customer Service Center / Violation Processing Center contracts
  - j) Assist with the overall Management of the Commission's In-Lane Toll System and Customer Service Center / Violation Processing Center contracts
  - k) Any other services related to toll collection
- 2) Other Work
- a) Technical Documents Preparation and Review
    - (1) Requests for Proposals (RFP's) for Studies and Design Projects
    - (2) Contract Plans and Specifications for Construction Projects
    - (3) General Conditions and Insurance Requirements for Construction Projects
    - (4) Studies for Various Projects
    - (5) Conduct Pier Review of Technical Document Submissions
  - b) Structural Engineering
    - (1) Bridge Design - All Types
    - (2) Foundation Design
    - (3) Structural Inspections, Evaluations and Load Ratings
    - (4) Structural Repair and Rehabilitation
    - (5) Substructure Evaluation
    - (6) Structural Steel Paint Preparation and Painting



- Containment Design
  - Environmental Compliance
  - Waste Handling and Disposal
  - Air Monitoring
  - Lead Health Safety
- (7) Oversized / Overweight Vehicles Permitting
- (8) Geotechnical
- (9) Shop Drawing Reviews
- c) Civil Engineering
- (1) Site Work and Grading
- (2) Surveying
- (3) Foundation Design
- (4) Drainage Design
- (5) Highway Design
- Inspection and Evaluation
  - New and Rehabilitative Construction
  - Signing and Sign Structures
  - Highway and Overhead Sign Lighting
- (6) Hydraulics / Hydrology
- (7) Shop Drawing Reviews
- d) Traffic Engineering
- (1) Traffic Studies
- (2) Traffic Projections
- (3) Toll Revenue Analysis
- (4) Toll Plaza Design, Evaluation, Maintenance and Operation
- (5) Maintenance and Protection of Traffic
- (6) Traffic Signing (fixed, variable message, fiber optics, LED)
- (7) Traffic Controls and Signalization
- e) Intelligent Transportation Systems (ITS) Engineering
- (1) Electronic Toll Collection Systems
- (2) Electronic Security and Surveillance Systems
- (3) Traffic / Incident Management Systems

- (4) Automatic Vehicle Identification
- (5) Communications Systems
- f) Facility Engineering
  - (1) HVAC
  - (2) Fire Protection
  - (3) Electrical and Power Distribution
  - (4) Lighting Systems
  - (5) Signal Systems
  - (6) Closed Circuit Television
  - (7) Radio and Fiber Optics
  - (8) ADA Compliance
  - (9) Data and Telecommunication Systems
  - (10) Structural Building Design
  - (11) Architectural Design
- g) Environmental Engineering
  - (1) Site Assessment and Remediation
  - (2) Asbestos Abatement Surveys, Plans and Monitoring
  - (3) Underground and Aboveground Storage Tank Management
  - (4) Hazardous Material Identification, Management and Disposal
- h) Environmental Permitting
  - (1) Preparation and Review of Categorical Exclusion (CE)
  - (2) Preparation and Review of Environmental Assessment (EA)
  - (3) Preparation and Review of Environmental Impact Statement (EIS)
- i) Program Management
  - (1) Planning / Conceptual Phase
    - Feasibility Studies
    - Project Delivery Assessment
    - Cost Estimating & Financing Assessment
    - Project Program Definition
    - Initial Budget Establishment
    - Program Schedule
    - Permitting

- (2) Design Phase
  - Designer Selection & Contracting
  - Community Meetings & Outreach
  - Budget Establishment
  - Construction Contracting Strategy
- (3) Construction Bidding Phase
  - Claims & Dispute Avoidance Review
  - Constructability Review
  - Bid Analysis & Negotiation
- (4) Construction Phase
  - Payment Verification
  - Schedule Control
  - Cost Forecasting
  - Document Control
  - Configuration Control
  - Dispute Avoidance
- (5) Completion
  - Payment Reconciliation
  - Release of Liens
  - Contract Close Outs
- j) Transportation Planning
- k) Stormwater Management
- l) Public Involvement / Public Participation

3. Staff Augmentation

If requested provide full time specialized staff to be located at the Commission's facilities for the purpose of augmenting the Commission's staff engaged in managing and administering Capital Projects as well as efforts related to specific task order assignments. Staff augmentation assignments, if requested shall have a minimum duration of three (3) months.

C. Technical Documents and Plan Preparation

Under this Agreement the Consultant shall perform all work in compliance with all applicable federal, state, local, Commission, Building and Engineering laws, codes, regulations and specifications.

1. Facilities Task Order Assignments

Specifications for facilities type Task Order Assignments shall be developed in accordance with the latest version of the International Building Codes and all applicable Pennsylvania and/or New Jersey Uniform Construction Codes using Construction Specifications Institute (CSI) format.

2. Bridge and Highway Task Order Assignments

Plans and specifications for bridges and highway Task Order Assignments should be developed in accordance with the policy and procedures of the Pennsylvania Department of Transportation (PennDOT) including all applicable Design Manuals and Specifications, Standards, Publication 408-2003, and all its supplements and any applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. Traffic Control and Staging will be in accordance with PennDOT Publication 213 Work Zone Traffic Control Manual – Supplementing FHWA MUTCD and PennDOT Publication 68, Regulations – Traffic, Signals and Markings dated 1975. Projects located entirely in New Jersey will be in accordance with the policies and procedures of the New Jersey Department of Transportation (NJDOT), including all applicable Procedures Manual, Design Manuals, Standard Specifications, and all its supplements, and any applicable AASHTO design standards.

All plans will be prepared using the English measuring system, on a 22"x34" reproducible Mylar medium. One (1) set of reproducible Mylar, along with two (2) discs containing: CADD drawing files compatible with MicroStation or AutoCAD (latest version), complete specifications including boilerplate in Microsoft Word, and spreadsheets in Microsoft Excel, including the Engineer's Estimate, are to be furnished to the Commission at the conclusion of each Task Order Assignment.

All deliverables (contract documents) must be accompanied by a completed copy of the Commission's Quality Assurance Form shown in Attachment VII.

D. Task Progress Schedule

Upon assignment of a specific Task Order Assignment, the Prime Consultant shall provide a cost estimate and a resource loaded bar chart indicating its proposed plan and schedule to complete the work for the task concurrently with other ongoing tasks. The schedule shall be comprised of sequentially numbered activities to monitor and assess the progress and completion status of all ongoing task order assignments. The Progress Schedule shall be updated on a monthly basis reflecting any changes that may have occurred. The Progress Schedule shall be prepared using Microsoft Project scheduling software.

## **SUBMISSION REQUIREMENTS**

The Prime Consultant shall submit six (6) copies of the Proposal including the Rate Schedule along with one (1) CD or USB thumb drive containing a PDF copy of their Proposal and Rate Schedule, which will include the following:

### **Proposal**

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 1/2" x 11") page, excluding PennDOT prequalification documentation].

The Prime Consultant shall include an affirmative statement that it has read/understood and will accept the Terms and Conditions of the Sample Standard Commission Consultant Agreement (Attachment V) and indicate that it shall comply with the Insurance and Indemnification Requirements (Attachment II).

Provide a list of disciplines for which the Prime Consultant and sub-consultants is/are prequalified by PennDOT and attach copies of documentation of the same to this Letter of Transmittal.

2. Proposal [not to exceed five (5) single-sided, letter-sized pages, using a minimum #11 font] shall include a narrative describing the Consultant's:

- a) Understanding of the Task Order Process and Commission Needs

To include a commitment to meet or exceed the IBE goal specified in this RFP.

- b) Approach to Task Order Assignments

The goal is to provide a timely response to the Commission's request for a Task Order Assignment Proposal and to maintain Scope, Schedule and Budget and deliver a quality finished Project.

- c) Experience of Prime Consultant on Similar Task Order Agreements

Include name/address/telephone number for at least (3) client references.

- d) QA/QC Procedures

Describe the Prime Consultant's proposed Quality Assurance / Quality Control approach with emphasis upon how it will be accomplished on multiple concurrent Task Order Assignments having different Task Managers.

- e) Credentials/Experience of the Project Team

Include a "brief" biographical narrative and/or matrix to indicate experience and capabilities appropriate to the role and responsibility noted in Section B Task Assignments of the Scope of Services that key personnel will perform on this assignment.

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

f) IBE Participation

Completed DRJTBC IBE Sub-consultant 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. (The completed IBE Participation Forms are not included in the five (5) page limit of the Proposal narrative cited above)

3. Prime Consultant's GSA Form 255 as well as an additional Form 255 for each sub-consultant. GSA Form 330 may be used in lieu of Form 255.

In Section 3 of Form 255, indicate the location of the office to which this work would be assigned.

In Section 4 of Form 255, provide the number of personnel of each of the various disciplines based at the local office where this work will be assigned (A) as well as total overall for each discipline within the entire firm (B).

In Section 7 provide resumes of the Project Manager and key personnel who will be assigned to this project. Individual resumes shall not exceed a single-sided letter-sized page in length. Furnish relevant experience including dates of assignments and professional qualifications as appropriate.

In Section 8 provide project descriptions for no more than 10 projects deemed to be relevant to the services being procured with this RFP.

In Section 10 provide the following specific information [not to exceed eight (8) single-sided letter-sized (8 1/2" x 11") pages]:

- a) A brief history and statement describing specialized experience and technical competence of Prime Consultant and sub-consultants relating specifically to Electronic Toll Collection, Conventional Toll Collection, Open Road Toll Collection and All Electronic Toll Collection.
- b) Provide a list of similar projects performed during the past five (5) years including both previously completed as well as currently active projects. Include the contact name/address/telephone numbers for at least three (3) client references among the example projects furnished.
- c) Describe past performance for these particular projects with respect to cost control, work quality, and ability to meet schedules. The firm must clearly demonstrate an ability to analyze available data to make decisions and develop plans to complete the assigned projects in a timely and cost effective manner.
- d) Discuss your proposed project management and control procedures.

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- e) State which services would need to come from another office and state the location of that office (or offices).
4. Completed Insurance and Indemnification Certification Form (Attachment III, single page form only) along with a sample "Certificate of Insurance".
5. Completed Conflict of Interest and Recusal Certification Form (Attachment IV, single page form only).
6. Rate Schedule
- a) The Prime Consultant, and all sub-consultants, shall provide a Rate Schedule in the form provided in Attachment VI. The Consultant shall provide an average and maximum (for the term of this agreement) direct hourly rate of compensation for the categories of personnel listed below for the term of this Agreement. The average rates specified will be the basis for computing the Prime Consultant's fee for each Task Order Assignment. The maximum direct hourly rate for each category of personnel shall not be exceeded during the term. All out-of-pocket expenses should be listed separately for the firm and sub-consultants.
- b) Compensation for services will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times an approved multiplier not-to-exceed 2.75 based on a 10% allowance for profit and an overhead rate of 150% or the firm's approved overhead rate as determined by PennDOT, whichever is less, plus approved out-of-pocket expenses, limited to: mileage, printing and photographing, and specialized services performed by other firms at the Prime Consultant's direction. Payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project.
- c) The approved multiplier will not be applied to the premium portion of overtime. The multiplier will cover all overhead and profit. Profit will not exceed 10% of the sum of direct salaries + overhead.
- d) No expenses or out-of-pocket expenses will be billed unless they are specifically included in the Fee Proposal for each Task Order Assignment. Air Fare and Per Diem Costs are not allowed.
- e) The Prime Consultant, and all sub-consultants, must submit documentation in the Proposal of their "approved overhead rate" for both office and field rates with PennDOT and this rate shall remain in effect for the duration of this Agreement subject to the maximum allowable rates listed below. The maximum overhead for field work will be the PennDOT approved *field* overhead rate or 110% whichever is lower. The maximum overhead for office work will be the PennDOT approved *office* overhead rate or 150% whichever is lower. The maximum staff augmentation overhead for this Agreement will be 110%.
- f) Mark-ups will not be permitted on sub-consultant costs.
- g) Payment of actual costs for each task will be made monthly. A sample invoice will be provided by the Commission. The invoice will include the following narrative sections: (1) Summary of Work Performed; (2) Short-term Work Plan; (3) Issues Needing Resolution by DRJTBC and (4) Potential Claims/Extra Work.
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Note: Anything in excess of the page limitations specified above, or on other media, will not be read or considered. If the Proposal submitted is not in accordance with the specific provisions defined above, it may be considered incomplete and rejected.

### **PROPOSAL SCHEDULE**

The Commission's Proposal Schedule is as follows:

<b><u>Schedule</u></b>	<b><u>Date</u></b>
Post Notice of RFP on website	July 6, 2018
Pre-Proposal Submission Meeting	July 24, 2018
Closing Date for Submittal of Inquiries	July 27, 2018
Response to Inquiries	August 1, 2018
<b>Closing Date for Submission of Proposals</b>	<b>August 8, 2018</b>
Oral Interviews (if required)	September 5 & 6, 2018
Anticipated Approval by DRJTBC Commission	September 24, 2018
Anticipated Notice of Award	September 25, 2018

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

1. See Attachment I for Administrative and Contractual Information.
2. It is the intention of the Commission to evaluate each Proposal including the Rate Schedule in conjunction with those received from all other firms. This will lead to a selection, and an agreement to be executed with the successful Prime Consultant for this work.
3. Proposals including the Rate Schedule must be delivered to the Commission prior to the time and date specified.
4. The Proposal will be evaluated using the selection criteria below:
  - Qualifications and Experience of the proposed staff
  - Project Manager's experience on similar Task Order Agreements
  - Understanding of the Task Order Process and Commission needs
  - Experience by Consultant on similar projects
  - IBE Participation
  - Rate Schedule
5. One or more Prime Consultants may be asked to participate in an Interview with the Technical Evaluation Committee (TEC). The Interview will be 40 minutes in length: 20 minutes for the Prime Consultant's Presentation and 20 minutes for Questions and Answers. The Interview will be held on the date indicated in the Proposal Schedule. The time for each Prime Consultant's Interview will be announced after receipt of the Proposal.
6. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of our evaluation of your



Proposal. Attachment V, entitled Sample Standard Commission Consultant Agreement should be properly considered when preparing your final Proposal.

- Proposals must be submitted by **2:00 PM** Local Time, on the date indicated in the 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

- A Pre-Proposal submission meeting will be held at the Commission's New Hope Executive Office at 2492 River Road, New Hope, PA 18938 at 10:00 AM on the date indicated in Proposal Schedule.
- Inquiries concerning this RFP are to be directed in writing to Roy W. Little, P.E., Chief Engineer, and Charles A. Stracciolini, Program Manager, Delaware River Joint Toll Bridge Commission, Administration Building, 110 Wood and Grove Streets, Morrisville, PA 19067. Inquiries by FAX and / or e-mail are acceptable. The FAX number is (215) 295-4436 and e-mail addresses are: [rlittle@drjtbc.org](mailto:rlittle@drjtbc.org) and [cstracciolini@drjtbc.org](mailto:cstracciolini@drjtbc.org). All inquiries are to be submitted by **4:00 PM** on the date indicated in the Proposal Schedule.

All Attachments, eight (8) 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.

Chief Engineer

RWL/cas

ATTACHMENTS  
TO  
REQUEST FOR LETTER OF INTEREST  
FOR  
CONTRACT C-728A  
ELECTRONIC TOLL COLLECTION / TOLLING TASK ORDER CONSULTANT

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## ATTACHMENT I

### ADMINISTRATIVE AND CONTRACTUAL INFORMATION

#### Signatures

An officer authorized to make a binding commitment must sign the Proposal.

#### Incurring Costs

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

#### News Releases

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

#### Addendum to RFP's

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

#### Acceptance of Proposal's

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

#### Rejection of Proposal's

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

#### Dissemination of Information

Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no

circumstances shall any of said information be published, copied or used, except in replying to this RFP.

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

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

Sample Standard Commission Consultant Agreement

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

**ATTACHMENT II**

**CAPITAL PROGRAM CONSULTANTS  
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION  
INSURANCE 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:
    - a) General Aggregate: \$2,000,000
    - b) Products/Completed Operations Aggregate: \$2,000,000
    - c) Each Occurrence: \$1,000,000
    - d) 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-728A, Electronic Toll Collection / Tolling Task Order Assignment 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 INSURED(S) 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 \_\_\_ 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

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).

PRODUCER: SAMPLE Effective 1/1/2012
CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
ADDRESS:
PRODUCER:
CUSTOMER ID #:
INSURER(S) AFFORDING COVERAGE: NAIC #
INSURER A : X=A- (Excellent) or Higher
INSURER B : X= Class VII or Higher
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADOL, SUBR, INSR, WWD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract, Certificate holder, the Commonwealth of PA, & the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/non contributing. No Cross Suits Excl. Umbrella/Excess policy follows form. Waiver of subrogation applies to all coverages where applicable by law. The SIR is not greater than \$50,000 on any policy above(except professional-see requirements). Deductibles must be stated

CERTIFICATE HOLDER CANCELLATION

Delaware River Joint Toll Bridge Commission
110 Wood & Grove Streets
Morrisville, PA 19067
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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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.

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**

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

(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-728A**

**ELECTRONIC TOLL COLLECTION / TOLLING TASK ORDER CONSULTANT**

(Name of Prime Consultant)

the undersigned, an officer of the named Prime 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 with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample “Certificate of Insurance’ indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract C-701A.

\_\_\_\_\_  
(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-728A**

**ELECTRONIC TOLL COLLECTION / TOLLING TASK ORDER CONSULTANT**

---

(Name of Prime Consultant)

the undersigned, an officer of the named Prime 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 sub-consultants comply with the requirements of these guidelines during the performance of work under Contract C-701A.

---

(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**

**DRJTBC CONTRACT NO. C-\_\_\_\_\_**

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

**WITNESSTH:**

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

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

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

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

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

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

**ARTICLE I – WORK AND SERVICES****A. Subject and Scope of Services**

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

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

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

**B. Staff and Facilities**

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

#### C. Supervision

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

#### D. Confidentiality

1. In the performance of the services for the Commission, the Consultant will receive information and knowledge respecting the confidential details of the business of the Commission. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by the Commission, shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the Commission, some of which may be prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the Commission. This shall include, but is not limited to, documents and objects relating to the Commission, its facilities, personnel or officials. Consultant shall not, except for use in performance of services to the Commission, copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for



the Commission's benefit, either during Consultant's performance of services to the Commission or thereafter. Consultant agrees that Consultant will deliver all the aforementioned documents and objects that may be in Consultant's possession to Commission on termination of consultant's services for the Commission, or at any other time on Commission's request, together with Consultant's written certification of compliance.

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

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

### **A. Executive Director and/or his/her designee**

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

### **B. Consultant**

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

### **C. Employee of Consultant**

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

## **ARTICLE III – COMPENSATION OF CONSULTANT**

### **A. Terms of Compensation**

1. For, and in consideration of the services performed by the Consultant under this Agreement, the Commission shall pay the Consultant up to an amount not-to-exceed \_\_\_\_\_ (\$\_\_\_\_\_). Notwithstanding anything else to the contrary in this Agreement or any attachments hereto, this Agreement is not

intended to provide a guarantee to the Consultant that the specified not-to-exceed dollar amount will be utilized during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement or any Attachments hereto, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion

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

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

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

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

4. If, during any stage of the services performed under this Agreement, a change is ordered by the Commission, which results in additional costs to the Consultant, it shall be the Consultant’s responsibility to so notify the Commission’s Executive Director and/or his/her designee and request approval of same before the Consultant performs this work.
5. The Commission shall have the right to decrease the scope of any Task Order Assignment or terminate any Task Order Assignment at any time and for any reason upon written notification of the Executive Director and/or his/her designee. In such an event, the Consultant will be fully compensated for work properly performed prior to the notification of reduction in scope or termination of work.
6. If during any stage of the services performed under this Agreement, a change is order by the Commission which is deemed by the Commission to be caused by an error or omission on the part of the Consultant, its agents, servants, and/or employees, the Consultant shall

perform all services necessary to correct such error and omission at no cost to the Commission.

B. Periodic Statements

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

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

~~ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS~~

A. Assignment or Transfer of Contract

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

B. Subcontracts

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

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

#### C. Indemnification

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

The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

#### D. Claims

1. The Commission shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the Commission, the Commission shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the Commission.
2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. Commission shall have the right to approve election of such counsel by Consultant. In the event Commission determines that any counsel previously approved is not performing satisfactorily, Commission shall have the right to require that Consultant either choose a replacement counsel acceptable to the Commission or engage additional counsel for the Commission who is acceptable to the Commission.

#### E. Non-Discrimination

1. During the performance of this Agreement, the Consultant and his sub-consultant agree that it will not discriminate against any employee, applicant for employment, independent

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

#### F. Laws to be Observed

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

#### G. Familiarity with Laws, etc.

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

#### H. Disputes

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

#### I. Dissemination of Information

1. Information included in this Agreement or the attachments hereto or in any ways associated with this project is intended for use only by the Commission and the Consultant and is to remain the property of the Commission. Under no circumstances shall any of said

information be published, copied or used in any other fashion or for any other purpose.

J. News Releases

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

**ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN**

A. Work Change Orders

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

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

B. Work to Become the Property of the Commission

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

**ARTICLE VII – CONSULTANTS INSURANCE**

A. Consultant’s Insurance

1. The Consultant will be required to provide insurance of the prescribed types and minimum

amounts incorporated herein as Attachment “D” and made a part hereof and the Consultant will be required to comply with all other insurance requirements set forth in Attachment “D” hereto.

**ARTICLE VIII – RECORDS AND ACCOUNTS, 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**

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

**B. Termination at Commission’s Own Interest**

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

- a. Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.
  - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
  - c. Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
  - d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
  - e. Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
  - f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.
2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting, the general rights of the Commission as set forth in Article IX.B.1 paragraphs a. through f. hereof, the Commission shall have the right to terminate this agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Commission in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the Commission or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment Upon Termination in the Interest of the Commission

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



**ARTICLE X – SUCCESSORS OF THE PARTIES**

A. Successors of Parties

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

**ARTICLE XI – DEFINITIONS**

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

**ARTICLE XII – MISCELLANEOUS**

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

If to the Commission: Delaware River Joint Toll Bridge Commission  
Administration Building  
110 Wood Street  
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  
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:

ATTEST:

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Wendy Vadola Reading  
Print

\_\_\_\_\_  
Joseph J. Resta  
Print

**SAMPLE**

CONSULTANT: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

**ATTACHMENT VI**

**RATE SCHEDULE FOR  
PROFESSIONAL ENGINEERING SERVICES**

1. Direct Labor Rates

Classification	Average Hourly Rate	Maximum Hourly Rate
Project Principal (see Note 3)	_____	_____
Project Manager	_____	_____
Project Engineer	_____	_____
Resident Engineer	_____	_____
Assistant Resident Engineer	_____	_____
Senior Engineer	_____	_____
Environmental Specialist	_____	_____
Engineer	_____	_____
Architect	_____	_____
Assistant Engineer	_____	_____
Resident Engineer/Inspector – NICET 4	_____	_____
Inspector – NICET 3	_____	_____
Inspector – NICET 2	_____	_____
Estimator	_____	_____
Scheduler	_____	_____
Technician/Draftsperson	_____	_____
Survey Crew Chief	_____	_____
Survey Staff	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Overhead (as a percentage of Direct Labor, see Note 2)

Office (max 150%)		_____
Field (max 110%)		_____
Staff Augmentation (max 110%)		_____

3. Profit (maximum 10%)

\_\_\_\_\_

NOTES:

1. Any material, supplies or other items acquired by the **Consultant** that have a remaining useful life after completion of the work and for which the **Consultant** receives reimbursement shall be delivered to the Commission prior to receipt of final fee payment
2. Both the Office and Field overhead rates must be either "approved" PennDOT overhead rates as evidenced by accompanying letter or 150%/110% whichever is less and shall remain fixed for the entire term of this two (2) year Agreement.
3. Payment for Corporate Officers, Partners, Owners (all shown as Project Principals) will only be made if they are performing specific technical tasks to the betterment of the project.

**ATTACHMENT VII**

**QUALITY ASSURANCE FORM**

---

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

---

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

**Project Name:** \_\_\_\_\_

**Client's Project Number:** \_\_\_\_\_ **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 VIII**

**SAMPLE REQUEST FOR TASK ORDER ASSIGNMENT PROPOSAL**



[DATE]

[NAME, TITLE]

[COMPANY]

[STREET, ADDRESS]

[CITY, STATE, ZIP CODE]

Re: DRJTBC Contract No. [NO.], Capital Project [NO.]

[TASK ORDER AGREEMENT NAME]

Request for Task Order Assignment Proposal

Dear Mr. [NAME]:

**SAMPLE**

Please submit a proposal to provide professional services for Task Order Assignment [NO.], as outlined within the attached Problem Statement, pursuant to our existing agreement for [INDICATE structural / civil, facilities or construction management / construction inspection, AS APPROPRIATE] task order consulting services.

Your proposal shall include a transmittal letter and the following five (5) items in this order: Task Order Agreement Form, Key Milestone Deliverable Dates, the Commission’s Problem Statement, the Consultant’s Scope of Services, Schedule (Microsoft Office Project) and Fee Breakdown and Summary, each of which shall be included and made a part of this Task Order Assignment Agreement. A discussion of each submittal form follows:

- The Task Order Assignment Agreement Form summarizes the basic contractual elements of the assignment (see attached sample form)
- The Key Milestone Deliverable Dates lists those dates taken from the Microsoft Office Project schedule that must be met to maintain the Task Order schedule (see attached sample form).
- The Commission’s Problem Statement details from the Commission’s perspective what issues have to be addressed through this Task Order Assignment and forms the basis of the Consultant’s Scope of Services (see attached sample form).
- The Consultant’s Scope of Services details the scope of services to be performed by the Consultant in response to the Commission’s Problem Statement (see attached sample form).
- The Consultant’s Schedule, in Microsoft Office Project format, details the subtasks and their start and completion dates (see attached sample form).
- The Consultant’s Fee Breakdown and Summary submitted in Microsoft Office Excel format (see attached sample form).

Attached are the Task Order Assignment Agreement form & the Commission’s Problem Statement for this assignment. Separately, we will also transmit these to you electronically via e-mail. Your execution of this form and the entry of the appropriate information (i.e. Assignment Project Engineer, Subcontractor Participations, Estimated Schedule Duration, Estimated Staff Hours and



Delaware River  
Joint Toll Bridge  
Commission

Estimated Charges & Expenses) along with the submission of Key Milestone Deliverable Dates , the Commission’s Problem Statement , the Consultant’s Scope of Services, Schedule and Fee Breakdown and Summary constitute your required “submittal package”. You are requested to submit a hard copy of the aforementioned proposal package within 5 working days after receipt of this request for this proposal along with an electronic PDF version via e-mail.

We look forward to working with you on this project of critical importance to the Commission. Should you have any questions or need additional information please do not hesitate to contact [NAME, TELEPHONE NO. of PROJECT MANAGER].

Very truly yours, **SAMPLE**

ROY W. LITTLE, P.E.  
Chief Engineer

RWL/[xxx]  
Attachments

cc: Joseph J. Resta, Executive Director



# DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

## TASK ORDER ASSIGNMENT AGREEMENT

[INSERT TITLE]

Assignment C-[XXX-X]

This proposal for Task Order Assignment work is submitted under a standing Consulting Engineer Agreement between the Commission and [INSERT CONSULTANT NAME] for [INSERT DESCRIPTION]. Terms governing the Task Order Assignment are those set forth in said Consulting Engineer Agreement unless revised by Commission written request, as to rates, costs, insurances and participation.

### Commission Task Order Assignment Control Data:

Assignment Description:

[INSERT DESCRIPTION]

Assignment Number:

Assignment C-[XXX-X]

Assignment Proposal Request Date:

[MONTH - DAY - YEAR]

Project Manager / Program Manager:

[INSERT NAME]

### Consultant Task Order Assignment Submittal Data:

Assignment Project Engineer:

\_\_\_\_\_

Assignment Scope of Work:

\_\_\_\_\_

Subcontractor Participations:

\_\_\_\_\_

\_\_\_\_\_

Estimated Schedule Duration:

\_\_\_\_\_ completion date.

Estimated Staff Hours:

\_\_\_\_\_ hours.

Detailed Estimate by Item:

Direct Salary Times Approved Multiplier (X.XX).

Estimated Charges & Expenses:

\$ \_\_\_\_\_ (Not-to-Exceed Fee)

### **Consultant Submittal Commitment:**

Principal in Charge: **INSERT NAME**

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

### **Commission Approval:**

*Recommended By*

\_\_\_\_\_  
Roy W. Little, P.E. – Chief Engineer

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

*Approved By*

\_\_\_\_\_  
Joseph J. Resta - Executive Director

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

KEY PROJECT MILESTONE DELIVERABLE DATES

1. Task Order NTP - Monday, August 28, 2006
2. Submit Final Preliminary Phase - Wednesday, October 18, 2006
3. Submit 60% Design Phase Documents - Tuesday, November 21, 2006
4. Submit Pre-Final 100% Phase - Tuesday, December 12, 2006
5. Advertise Project for Construction - Friday, January 5, 2007
6. Award Construction Contract - Monday, February 26, 2007
7. Begin Construction in the field - Thursday, April 19, 2004
8. Substantial Completion Date - Monday, August 6, 2006
9. Deliver As-Builts to Commission - Friday, September 21, 2007

SAMPLE

# DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

## DRJTBC PROBLEM STATEMENT

### Scudder Falls Toll Supported Bridge Deck Joint Replacement

#### STRUCTURAL / CIVIL TASK ORDER AGREEMENT CONSULTANT Assignment C-412B-3

The Scudder Falls Bridge, carrying I-95 over the Delaware River is a girder-floorbeam-stringer type bridge spanning a total of 1740 ft from center to center of abutment bearings. The bridge consists of ten (10) continuous spans with pin hanger hinge assemblies and cantilever suspended spans in four of the spans. The bridge deck has an out-to-out width of 63'-6" and carries two (2) lanes of mainline traffic.

The Commission has retained a design consultant, DMJM+HARRIS, Inc. to work on the I-95/Scudder Falls Bridge Improvement Project. One element of this project required DMJM+HARRIS to perform an inspection of the bridge and prepare a report for the Commission. The Commission has received that report and wishes to address some of the Maintenance Repair Recommendations that were reported.

The Commission plans to follow its standard construction contract bidding process to award a construction contract to a Contractor to make the repairs to the bridge.

The Commission is seeking a Consultant under this task order agreement to prepare Plans and specifications. One of the Commission's expectations for the repairs is to minimize the disruption of service on Interstate 95 while the repairs are being made to the Scudder Falls Bridge.

The Commission is committed to addressing these conditions by utilizing a standing Consulting Engineer Task Order Agreement to determine appropriate repair / replacement strategies and implement the preferred mitigation method.

The Consultant will be required to prepare various bid documents in PENNDOT format in order to permit the Commission to let the repairs as a construction contract.

The Commission requests a proposal to perform the following tasks:

1. Review existing sources of information related to these issues, including, but not limited to:
  - Applicable portions of the Commission's March 1995 publication entitled "General Information on the Non-Toll Bridges"
  - Previous annual inspection reports prepared by the Commission's GEC Consultants
  - Construction documents for the various repair or rehabilitation projects, identified in the above referenced general information book, performed by contract and Commission maintenance personnel as well as any as built information
  - The 2003 Report of Inspection Findings as prepared by DMJM+HARRIS for the I-95 / Scudder Falls Bridge Improvement Project

2. Visit the site and conduct a field inspection of the stringer stress relief joints and their supporting diaphragms. The inspection should be focused on making and recording observations relating to their existing conditions for the purpose of formulating the above referenced repair / replacement strategies as well as the preferred mitigation method.
3. Prepare and submit a letter report summarizing the findings of the field inspection. Determine and identify alternative repair / replacement strategies. Provide discussions on any latent deficiencies of the existing designs and / or conditions that might influence the selection of a particular strategy. Evaluation of the alternative strategies shall include consideration of factors such as initial cost, reoccurring costs, service life, inconvenience to the traveling public, etc. Provide a recommendation for a specific strategy.

**SAMPLE**

The Consultant shall assume one (1) half-day meeting as part of this task.

4. Obtain Commission concurrence on the field inspection report and associated recommendation. The Consultant will be required to prepare various bid documents (Plans, Specifications & Engineering Estimate) in PENNDOT format and “package” said documents together with the Commission’s “boiler plate” materials in order to permit the Commission to “let” the repairs as a construction contract. The deliverables will include, but not be limited to, necessary repair drawings, maintenance and protection of traffic drawings, detour plans, technical specifications, and associated special provisions to include environmental controls / lead-based paint mitigation provisions as well as engineer’s estimates.

Provide details of advance notification signs for use by the Commission’s maintenance personnel. These signs are anticipated to be erected approximately two weeks prior to the commencement of construction for the purpose of advising motorists / pedestrians of the construction start date and any restrictions relating to the use of the bridge facility.

**60% Submission** - Provide a submission in the form of 60% complete contract drawings showing the scope of work, design / construction details, maintenance / protection of traffic, detour plan, etc. Quantities are not required for this submission; however, a preliminary cost estimate and outline of specifications should be furnished. Provide twelve (12) sets of half-size (11”x17”) plans, the preliminary cost estimate and outline of the specifications. Comments are anticipated to be provided to the Consultant within 10 working days after its receipt.

**Pre-Final Submission** - Provide a submission in the form of 100% complete, except for Commission comments, contract drawings and “complete” specifications as well as an Engineer’s Estimate. Included as part of this submission will be a construction schedule using scheduling software such as MS Project or Primavera SureTrak which identifies the major milestones and work activities in sufficient detail to develop the duration of the project to complete the contract work items. Twelve (12) sets of the following will be provided: half-size plans, the “complete” specifications and Engineer’s Estimate. Comments are anticipated to be provided to the Consultant within 10 working days after its receipt.

**Final Submission** - Provide a submission in the form of 100% complete “sealed” contract drawings and “complete” specifications incorporating Commission comments as well as an Engineer’s Estimate. Twenty (20) full-sized (22” x 34”) paper sets and five (5) half-size paper sets of the drawings as well as twenty-five (25) bound copies of the “complete” specification books.

**Conformed Submission** - Provide a submission in the form of a conformed set of contract drawings and “complete” specifications incorporating revisions resulting from Addendums. One full-size Mylar set, ten (10) full-size paper sets and five (5) half-size paper sets of the drawings as well as one unbound copy of the “complete” specification book. Digital copies of all drawing files must also be submitted in a format compatible with MicroStation SE and digital copies of all documents should be provided in both Microsoft Word and PDF formats on two (2) compact disks.

The Consultant shall assume two (2) half-day meetings as part of this task.

The Consultant shall provide all necessary design related activities related to the preparation of the above referenced information. A completed Quality Assurance Certification Form shall be provided with all submissions.

5. The Consultant shall provide “post design” services to include but not be limited to:

- Attendance at the Pre-bid Meeting(s), preparation of Pre-bid Meeting minutes, support and assistance in answering questions by potential bidders both at the Pre-bid Meeting(s) and throughout the period immediately prior to the receipt of bids, preparation of addendums, review and analysis of bids, and preparation of a recommendation for award of the contract to the lowest responsible bidder(s).

Perform post-bid analysis of the received bids and prepare a written recommendation regarding the acceptability of the bids received by the Commission.

In the case of the Commission accepting the bids and choosing to contract with a bidder, the Consultant will be required to incorporate all addenda into the construction document package and re-issue original documents in the form of a “Conformed” contract set(s) of plans and specifications, which incorporates all bidding phase document changes and represents the final “as-designed” version of the contract documents as noted in item 4.

- Review of all shop drawings and respond to any design related questions and / or requests for clarification brought to the Consultant’s attention by the Commission. It is noted that the Commission shall not reimburse the **Consultant** for the correction of any errors or omissions on the plans.

The Consultant will be required to prepare change-order related revisions to the contract documents. If the change order revisions are at the Commission’s request and are for the convenience and benefit of the Commission due to unforeseen circumstances, the Consultant will be compensated for the revisions in accordance with the Article VI / Section A of the Agreement.

If, however, the change order revisions are due to errors, omissions, or deficiencies in the original contract documents, no additional compensation will be allowed for these revisions.

Attend a half-day Pre-construction Meeting along with representatives from the Commission, Contractor and other involved parties.

Attend bi-weekly Construction Progress Meetings, once every two (2) weeks as scheduled during the duration of the construction contract and a project closeout meeting at the end of the construction.

SAMPLE

# DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

## CONSULTANT SCOPE OF SERVICES – ATTACHMENT A

Easton-Phillipsburg Toll Bridge  
Sign Structures and Signage – Final Design

### **STRUCTURAL / CIVIL TASK ORDER AGREEMENT ASSIGNMENT C-412B-1**

General

~~The XXX XXXXX accepts the task assignments as presented in the Commission's Problem Statement dated March 4, 2005, with the following recommended elaborations and clarifications to the tasks identified in the Problem Statement.~~

The sign structures are identified as follows:

- Sign Structure D spans both eastbound and westbound traffic lanes of US Route 22 and is located on the Pennsylvania approach just east of Bushkill Creek
- Sign Structure “Y” spans eastbound traffic lanes of US Route 22 and is located on the Pennsylvania approach within the vicinity of Ramp B.
- Sign Structure “A” spans westbound traffic lanes of US Route 22 and is located on the Pennsylvania approach within the vicinity of Ramp A.
- Sign Structure E is a cantilever structure located over the eastbound traffic lanes of the Broad Street Viaduct and is mounted on the 2<sup>nd</sup> pier from the west abutment
- Sign Structure G is mounted to the pedestrian overpass spanning westbound traffic lanes of US Route 22 and is located east of Hillcrest Blvd.
- In addition to the above listed signs two (2) sign structures mounted to the bridges main span top chord bracing will be included in the repair/replacement Final Design. These sign structures are identified as Sign Structure S1 over the eastbound and westbound lanes and located toward the western end of the main river span and Sign Structure S2 over the westbound lanes and located toward the eastern end of the main river span.

XXX will develop construction documents for the demolition of the existing sign structures, sign structure repair/replacement, new signage design including ground mounted signage, design of required roadside protection, maintenance and protection of traffic during construction and appropriate construction staging in the form of Plans, Specifications and Cost Estimate in PennDOT format suitable for construction letting. XXX will review and modify the Commission's specification “boiler plate” and will prepare a job specific project manual for distribution to prospective bidders.

It is anticipated that the sign structure construction, signage improvements and roadside protection work will be performed in a single construction contract. XXX will also perform Post Design Services for the anticipated construction work.

Maintenance and Protection of Traffic (M&PT) during Final Design, including surveying and geotechnical investigation operations will be provided by a subcontractor and will be in accordance with PennDOT and NJDOT work zone traffic control for short term operations. Lane closures will be required to facilitate the surveying and soil boring work. A crash truck with a driver along with all cones and required traffic control devices and the labor to set-up and take down the lane closures will be provided by a subcontractor.

It is anticipated that the lane closures will occur between 9:00 am and 3:00 pm on weekdays. The field work may need to be rescheduled due to inclement weather. Each lane closure set-up would last the full six (6) hours and the field operations would move from sign to sign in the closed lanes. The sign structures are all within approximately 1/4 mile on each side of the bridge. Therefore each lane closure will be less than approximately 1/2 mile excluding tapers. If the field operations end early on any day, the next set-up will not be until the following day. Lane closures will be required for four (4) to six (6) days. Lane closures will be discontinued at the toll plaza.

It is anticipated that no toll passes will be issued.

Our subconsultant XXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX, XX (DBE/SBE) will be responsible for design of sign lighting and our subconsultant XXXXXXXX, XXXX (DBE/SBE) will be responsible for the Geotechnical Investigation including the soil boring program and sign structure foundation recommendations.

### **Task 1 – Project Coordination**

- This task will consist of overall project management including meetings and coordination with the Commission’s Chief Engineer, the Commission’s Engineering Department, subconsultants, subcontractors and preparation of progress reports.
- An initial kick-off meeting will be held prior to the commencement of work. A total of three (3) additional Final Design meetings with the Commission are anticipated. Coordination and support will be maintained with all technical disciplines throughout the project.
- The design schedule included with this proposal will be refined and updated.
- Technical reviews of other disciplines work will be performed as required.
- QA/QC reviews will be performed for all submissions.
- Memorandums will be prepared for distribution.
- Prepare and solicit M&PT subcontract for traffic control during surveying and geotechnical investigation.

### **Task 2 – Review of Existing Information**

- In preparation for the previous inspection task, XXX has searched the Commission’s Morrisville drawing files and existing documentation and reproduced the obtainable original plans. However, we will revisit the



Commission's achieves as a check to ensure we have all the available existing information.

- Perform a site visit to refine concepts for new sign placements, M&PT, surveying and soil boring operations.
- XXX will contact utility companies, identify utilities in the vicinity of each proposed sign foundation, indicate these utilities on the plans, submit verification plans to the utility companies and indicate on the plans any utility designed relocations. Utility relocations (performed by the utility company) will be coordinated with the project.

### **Task 3 – Plans, Specifications and Estimate**

- XXX will field verify the proposed signage improvements prior to completion of final design. A total of three (3) site visits are anticipated.
- New roadway signs will be designed based on the recommended strategy and standards established by the M.U.T.C.D., PennDOT and the Commission. All roadway signing will be shown on the final design drawings. New signs will be designed using “GuidSign” software.
- Roadside safety devices will be designed for the protection of sign structures and shown on the final drawings.
- Perform detailed survey in vicinity of new sign structure foundations.
- Perform required subsurface exploration including soil borings and foundation recommendations.
- Perform sign structure and support designs in accordance with PennDOT standards.
- Plans and details will be prepared for M&PT, including detours as required for the construction of the new signs and structures. As many as six (6) detours may be required. Final M&PT design drawings will be prepared to scale, and will show the work zones, lane widths, temporary signing, striping, temporary traffic control devices, and details. XXX will also develop the construction staging of the improvements. M&PT plans will be prepared for review and comment at the 60% and Pre-Final stages, prior to final submission to the Commission.
- Construction details for traffic roadway signing and supports, roadside safety devices, temporary M&PT devices and temporary signing will be prepared. PennDOT or NJDOT details will be utilized where appropriate.
- XXX will prepare quantity calculations for all proposed items of work. Based on the quantity estimate we will prepare a cost estimate for the fabrication and erection of the proposed and temporary items.
- Prepare specifications for the construction contract based on PennDOT standard specifications.
- Prepare Plans, Specifications and Estimate Submission for Sign Structures D, Y, A, E, G, S1 and S2. Submissions will include 60%, Pre-Final and Final PS&E. The anticipated plan sheets for the sign structures and signage include:

1. Key Plan – 1 sheet.
2. General Notes and Quantities – 1 sheet.
3. General Plan and Elevation for each Sign Structure – 6 sheets.

4. Sign Structure Details – 10 sheets.
  5. Sign Lighting Plans – 14 sheets.
  6. Signing Plans – 10 sheets.
  7. Signing Text Details – 5 sheets.
  8. Roadside Protection – 4 sheets.
  9. M&PT and Staging – 18 sheets.
  10. M&PT Details – 5 sheets.
- Total number of sheets = 74

SAMPLE

- *Deliverables –*
- 1. *60% Submission - Twelve (12) half-size sets of Plans, Preliminary Cost Estimate, outline of Specifications and Quality Assurance Certificate.*
- 2. *Pre-Final Submission - Twelve (12) copies of Plans( six (6) full-size sets and six (6) half-size sets) with quantities, Construction Cost Estimate, complete Specifications, Construction schedule and Quality Assurance Certificate.*
- 3. *Final Plans, Specifications and Estimate Submission - one (1) “sealed” full-size mylar set of Plans, Thirty (30) full-size sets, Fifteen (15) half-size sets, Forty-five (45) bound copies of specifications book, copy of the Construction Cost Estimate and Two (2) electronic CD ROM versions of the Plans in MicroStation SE and the Specifications, Construction Cost Estimate and Construction Schedule in MSWord, Excel, and MSProject formats as appropriate. All documents will also be delivered on CD ROM in PDF format.*

#### **A. Task 4 – Post Design Services**

- Perform Post Design Services in accordance with the Commission’s problem statement.
  - Attend the pre-bid meeting and prepare minutes of meeting.
  - Respond to contractor questions.
  - Prepare addendums.
  - Review and analysis of bids and recommendation for award of contract.
  - Prepare the “Conformed Set” of documents.
  - Review of shop drawings.
  - Attend the pre-construction meeting and prepare minutes of meeting.
  - Field visits, responses to design related questions and providing plan changes as required.
  - Prepare change order related revisions.
- *Deliverables –*
  - 1. *Conformed Set of Contract Documents - one (1) “sealed” full-size mylar set of Plans, Ten (10) bound full-size sets, Ten (10) bound half-size sets, Ten (10) bound copies of the specifications book, Two (2) electronic CD ROM versions of the Plans in MicroStation SE and the Specifications, Construction Cost Estimate and Construction Schedule in MSWord, Excel, and MSProject formats as appropriate. All documents will also be delivered on CD ROM in PDF format.*



# DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

## DRJTBC PROBLEM STATEMENT

### Scudder Falls Toll Supported Bridge Deck Joint Replacement

#### STRUCTURAL / CIVIL TASK ORDER AGREEMENT CONSULTANT

#### Assignment C-412B-3

#### FEE SUMMARY - ATTACHMENT C

ASSIGNMENT DESCRIPTION: **Easton-Phillipsburg Toll Bridge  
Sign Structure and Signage - Final Design**  
 ASSIGNMENT NUMBER: **Assignment C-412B-1**  
 ASSIGNMENT PROJECT ENGINEER: **Nelson E. Kittredge, P.E. (973) 898-0300 FAX (973) 898-9472**

**DISTRIBUTION OF MAN-HOURS**

<u>TASK</u>	<u>PROJECT PRINCIPAL</u>	<u>PROJECT MANAGER</u>	<u>SENIOR ENGINEER</u>	<u>ENGINEER</u>	<u>RESIDENT ENGINEER</u>	<u>SURVEY CREW CHIEF</u>	<u>INSTR PERSON</u>	<u>TECHNICIAN</u>	<u>TOTAL</u>
Task 1 - Project Coordination		40	28						68
Task 2 - Review of Existing Information		8	16	8					32
Task 3 - Plans, Spec. and Estimate		156	316	878		24	24	416	1814
Task 4 - Post Design Services		62	24	164					250

<b>TOTAL</b>	266	384	1050		24	24	416	2164
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**DIRECT LABOR COSTS**

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURS</u>	<u>COST</u>
PROJECT PRINCIPAL	\$XX.XX		
PROJECT MANAGER	\$XX.XX	266	
PROJECT ENGINEER	\$XX.XX		
SENIOR ENGINEER	\$XX.XX	384	
ENGINEER	\$XX.XX	1050	
RESIDENT ENGINEER	\$XX.XX		
ARCHITECT	\$XX.XX		
ASSISTANT ENGINEER	\$XX.XX		
ENGINEER TRAINEE	\$XX.XX		
TECHNICIAN	\$XX.XX	416	
DRAFTSPERSON	\$XX.XX		
SURVEY CREW CHIEF	\$XX.XX	24	
SURVEY CREW (2 MAN CREW)	\$XX.XX	24	
CLERICAL	\$XX.XX		
SR. LANDSCAPE ARCHITECT	\$XX.XX		
PRINCIPAL ENVIRON. SPEC.	\$XX.XX		
SENIOR PROJECT ARCHITECT	\$XX.XX		
<b>TOTAL</b>		2,164	

**DIRECT COSTS**

<u>ELEMENT</u>	<u>COST</u>
Mileage (3000 mi. @\$0.405/mi)	\$1,215.00
Tolls	\$50.00
Reproductions and Mail	\$8,600.00
<b>TOTAL</b>	\$9,865.00

**TOTAL PROJECT COST**

Direct Labor Cost (Times X.XXXXX multiplier)	\$XX,XXX.XX
Direct Costs	\$9,865.00
Subconsultants	
XXX Associates	\$19,198.00
XXXXX Corp.	\$19,902.00
Non-Professional Subcontractor	
M&PT Subcontractor	\$5,000.00
<b>TOTAL</b>	<b>\$XX,XXX.XX</b>