

# **REQUEST FOR PROPOSAL**

## **TO PROVIDE FINANCIAL AUDIT SERVICES**

The Delaware River Joint Toll Bridge Commission (the "Commission") is requesting proposals from qualified firms of certified public accountants to provide independent financial audit services to the Commission for the year ending December 31, 2017.

### **THE COMMISSION**

The Commission is a body corporate and politic that was created as a bi-state agency by an agreement between the Commonwealth of Pennsylvania and the State of New Jersey executed in December, 1934 by the Governor of the Commonwealth of Pennsylvania and the Governor of the State of New Jersey. The Commission's membership consists of ten (10) Commissioners, five (5) from each state. The Commission owns and operates a total of twenty (20) bridges across the Delaware River joining the states of New Jersey and Pennsylvania. Besides owning bridges, the Commission also owns large operating facilities and land at some of the locations. Additional information including previously prepared and filed audited financial statements are available on the Commission's web site at [www.DRJTBC.org](http://www.DRJTBC.org).

### **Audit Engagement**

The Commission is seeking the services of a qualified Certified Public Accounting Firm capable of performing a normal annual audit and rendering an opinion on its financial statements and condition. This engagement request is the result of a normal rotation of CPA firms, and is in no way the result of a disagreement on scope, performance or technical issues with the Commission's previous accounting firm. All proposers are free to contact and make inquiries of the Commission's previous Auditors to the extent allowable under confidentiality standards.

The term of the audit engagement shall be for the audit year ending December 31, 2017 (audit to be performed in 2018). The Commission will also have four (4) additional one (1) year options to renew the agreement for four (4) additional audit years, at the discretion of the Commission. The Commission may exercise these options at any time prior to the commencement of the applicable option period. The Commission adopted a resolution in 2009 allowing firms to provide financial audit services for a maximum of up to five consecutive years beginning with the fiscal year 2010 audit.

### **Licensure/Independence Standards**

Only NJ or PA licensed Certified Public Accounting Firms with sufficient governmental accounting and auditing experience will be considered for this RFP. The proposer(s) must also meet the independence standards as set forth in Standards for Audit of Governmental Organizations, Programs, Activities and Functions and the proposer(s) must have no record of substandard work.

### **Audit Standards**

The financial statements are prepared to conform fully to Generally Accepted Accounting Principles (GAAP) and to be in full compliance with the pronouncements of the Governmental Accounting Standards Board (GASB) and/or the Financial Accounting Standards Board (FASB). The Auditor's opinion will be directed toward the fairness of presentation of financial statements in accordance with GAAP. The Auditor will also be required to comply with all applicable Federal and state laws.

## **SCOPE OF SERVICES**

The Commission's operating budget for the calendar year 2017 is \$63,150,183. The calendar year 2017 debt service is expected to be approximately \$36 million. The revenue projection for calendar year 2017 is approximately \$134,400,000. Revenue is primarily derived by toll traffic activity. The Commission currently collects 78% of its toll revenue through Electronic Toll Collection ("ETC") methods and Violation Process Activities ("VPS"). The Commission has five bond issues outstanding totaling more than \$713.4 million outstanding. Additional, the Commission maintains a Trust for the payment of Other Post-Employment Benefits. The trust is partially funded with approximately \$80.0 million as of June 30 2017. Previous audit statements are available on the Commission's website; DRJTBC.org.

The services to be provided under this contract are professional services customarily provided by an Independent Auditor to a public authority of the size and scope commensurate to that of the Commission and shall include, but not be limited to, the following:

1. Preparation and submission of an Annual Audit of Commission Financial Statements in conformity with GAAP, the standards applicable to financial audits contained in the most recent version of the Government Auditing Standards, issued by the Comptroller General of the United States and all applicable Federal and state laws.

The following reports are required (subject to changes by regulatory agencies, GASB, FASB, applicable Federal and state laws, etc.):

- a) Preparation of an Independent Auditor's Report as an expression of an audit opinion in conjunction with full-scope audit of annual financial statements, stating the scope of examination and that the audit was conducted in accordance with generally accepted government auditing standards as well as all applicable Federal and state laws and provisions.
- b) Preparation of Financial Statements and footnotes:
  - Statement of Net Position;
  - Statement of Revenues, Expenses and Changes in Net Position;
  - Statement of Cash Flows (Direct Method);
  - Statement of Fiduciary Net Position;
  - Statement of Change in Fiduciary Net Position; and
  - Notes to Financial Statement – additional disclosure requirements.
- c) In conjunction with Commission management, preparation of Management's Discussion and Analysis ("MD&A") as an easily readable analytical review of the Commission's financial activity
- d) Preparation of Required Supplemental Information (RSI) including, but not limited to:
  - Schedules of Cash and Equivalent Balances;
  - Schedules of Investment;
  - Schedules of Administrative Expenses;
  - Schedules of Toll-Supported Bridge Expenses; and
  - Schedules of Toll Bridge Traffic and Revenues.
- e) The Auditor shall issue Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other matters based on an audit of Financial Statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all reportable conditions found during the audit in the report on internal controls

to the Audit Committee. Further, the Auditor shall identify any material weaknesses in his audit. The Auditor shall report other weaknesses in internal controls not meeting the definition of a reportable condition in a separate letter to Commission management.

- f) Accompanying the financial statements, the Auditor will submit to management a Letter of Comments and Recommendations on internal control over financial reporting based on the Auditor's assessment of the internal control structure and risk: (i) indicating deficiencies or opportunities for accounting and reporting improvements; (ii) identifying any reportable condition or material weakness; and (iii) recommending the areas where operations can be improved or control enhanced.
- g) Auditor's report on Commission internal controls will include, without limitation, any significant deficiencies and material weaknesses in the system of which Auditor becomes aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of Government Auditing Standards. Auditor's report on compliance will address, among other items, material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts, consistent with requirements of the standards identified above.

2. As required by current bond indentures, Auditor will audit the general purpose financial statements, including but not limited to, the balance sheet, the statement of investment in facilities as of December 31, and related statements of operations and funds equities for the year then ended. The Auditor will communicate and consult with the Bond Trustee for the purpose of assuring compliance with the provisions of the current bond indenture, the proper flow of funds and Federal and state laws.

The audit of the books and records will be made in accordance with generally accepted auditing standards and will be for the purpose of expressing an opinion as to the fairness of the financial statements as prepared in accordance with GAAP. The test audit will include the recorded transactions in conformity with generally accepted auditing standards, which may not in every case discover defalcations, if they exist. However, the Auditor will inform the Commission promptly of any findings that appear unusual or abnormal. If the Audit opinion is other than unqualified, the Auditor will fully discuss the reasons with the Commission in advance of issuing the opinion.

3. The annual audits of the bridge accounts shall meet the basic requirements of current bond indentures. In addition, Auditor shall assist in preparing official statements or other documents or disclosure related to issuance of debt instruments, at no additional cost to the Commission.

4. Set account groupings by class and categories as set forth in GASB Statement No. 34 and comply with all other applicable GASB statements, requirements and recommendations.

5. A pre-audit conference is required with the Commission, regarding the timing of the audit, the personnel, the supervision, the documents required and respective responsibilities.

A post-audit conference with the Commission will be conducted by the Auditor in charge. At the exit conference, findings and recommendations regarding compliance and internal control shall be discussed. The Commission's management shall have the opportunity to respond, orally or in writing, to the findings, and the Auditor will revise the audit documents in accordance with the Commission's comments, at no additional cost to the Commission

6. The Auditor will provide copies of all reports to the Commission, in sufficient number for the required distribution and a minimum of thirty printed and bound copies of the Comprehensive Annual Financial Report. Additionally, a PDF copy will be provided for the Commission to post on its website.

7. As a part of the overall audit contract, the Commission expects to receive from the audit firm a variety of technical assistance throughout the fiscal year, which is considered within the areas of Auditor's expertise and responsibilities.

This assistance would include, but not limited to:

- Consultation with Commission staff on an individual or group basis regarding accounting, reporting, technical and internal control issues.
- Consultation with the Commission staff regarding matters relating to the Commission's accounting and toll auditing departments' procedures and functions.
- Consultation with the Commission staff, the Consulting Engineering and other related consultants as needed.

8. Visits to the various facilities of the Commission for the purpose of obtaining insight to the operations and information regarding changes in operation and physical plant.

9. Attendance at Commission and Audit Committee meetings to present Annual Audit or whenever required.

10. The audit fieldwork should be completed by March 31st of each year. The statements must be ready for publication by May 31st of each calendar year following the audit year.

11. Upon completion of the audit, the Auditor will be required to furnish the Commission with a copy of adjusting trial balance with account grouping and all adjusting and reclassifying entries using Commission's General Ledger Account Number.

12. The audit working papers and reports must be retained, at the Auditor's expense for the longer of the following time periods: (i) five (5) years after the completion of the audit engagement; (ii) the time required by applicable Federal and state laws; (iii) the time recommended by the AICPA; (iv) the time requested by the Commission in writing; or (v) in the event of litigation or claims which relate to such audit working papers and reports, then until such litigation or claims are completely disposed of and all time periods for appeal are expired. The working papers shall be made available to the Commission should the need arise during that time.

In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

### **SUBMISSION REQUIREMENTS**

The Auditor shall submit in separate sealed envelopes, six (6) copies each of their Technical and Fee Proposal to include the following:

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

1. Letter of Transmittal (not to exceed one (1) single-sided, letter-sized (8.5" x 11") page.

A signed letter of transmittal briefly stating the following:

- Identification of Proposer that will have the authorization to commit to the contractual terms and conditions. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the proposal evaluation phase.

- Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement why the firm believes itself to be best qualified to perform the engagement.
- The proposal is a firm and irrevocable offer and shall remain valid for a period of not less than 120 days from the date of submittal.
- The person signing the letter will be authorized to bind the Proposer.
- By signing the letter of transmittal, Proposer is attesting that all information submitted with the proposal is true and correct.

2. Technical Proposal (not to exceed six (6) single-sided, letter-sized pages) to include:

- a) Understanding of the scope of services and the Commission's needs. Please highlight experience auditing agencies or companies with Electronic Toll Collection and Violation Processing System activities.

b) Approach to the Assignment

The Auditor should fully and in detail describe, by task, the methodology that it intends to utilize to accomplish the scope of services described in this RFP. In this approach, the Auditor should demonstrate the degree to which it will show a commitment to work cooperatively with Commission staff.

- Proposed segmentation of the engagement by outlining sequentially the activities that would be undertaken in completing the tasks and specifying the level of staff that would perform them.
  - Sample size and the extent to which statistical sampling is to be used in the engagement.
  - Type and extent of analytical procedures to be used in the engagement.
  - Approach to be taken to gain and document an understanding of the internal control structure.
  - Approach to be taken in determining laws and regulations that will be subject to audit test work.
  - Approach to be taken in drawing audit samples for purposes of tests of compliance.
  - Identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the project.
  - Identify any special issues or problems that are likely to be encountered with the services identified herein and how the Proposer would address them.
- c) A brief description of the firm's profile, include the year founded, the form of organization, the types of services offered, size and location of offices, the number of employee, along with a statement of the firm's qualification for performing the subject audit services.
- d) Describe firm past experience and performance on comparable government engagements and highlight the participation in such work by the key personnel proposed for assignment to this project.

List five most significant governmental clients served in the last three years that are similar to the engagement described in the scope of service, with detail description of type(s) of services performed, years of engagement, clients' key person contact information (name/address/telephone number) who is most knowledgeable about the work performed, clients' operating budget, size of clients' organization, number of clients' employee.

- e) Credentials of the Audit Team – Provide a one (1) page, single-sided resume for all individuals who will oversee and perform the work (resumes do not count towards the six (6) page limit).

Resumes should describe professional qualifications, and relevant experience including dates of assignments. State the names of the partner assigned to this engagement and, also, the partner assigned the responsibility for the quality of the financial reports and working papers. Identify the person whom will serve as Audit Manager. All members of the audit team must be employees of the accounting firm unless otherwise authorized by the Commission.

Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Commission.

- f) One page, single-sided organizational chart showing key personnel names, position and reporting relationships.
- g) One page, single-sided proposed schedule for completion of assignment, where applicable. Ability to adhere to Commission project schedule, where given.
- h) State whether your firm is a minority or women-owned business enterprise. In addition, specify how your firm would intend to use minority or women-owned business enterprises for the scope of services set forth in this RFP.
- i) Set forth any additional information that may assist the Commission in evaluating your firm's qualifications, including peer reviews within the last three years and any disciplinary action received within the past three years. Also describe any regulatory action taken by any oversight body against the proposing audit organization or local office.
- j) Clearly state any exceptions with the scope of services or the Commission's standard contract terms as provided within this RFP.

**Anything in excess of the page limitations specified above, 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.**

*Fee Proposal (separate envelope)*

1. Letter of Transmittal (not to exceed one page) stipulating a Lump Sum Fee to perform the scope of services as described in this RFP. Also provide fee escalation for four subsequent fiscal years.
2. The proposed Lump Sum Fee shall include payment for all direct and indirect professional, technical and clerical salaries, overhead and profit, and all out-of-pocket expenses including, but not limited to, mileage, printing, photocopying, materials, etc.
- 3.

Responses must be received by **3:00 PM, October 2, 2017** at:

RFP response Financial Audit Services  
Delaware River Joint Toll Bridge Commission  
110 Wood Street  
Morrisville, PA 19067  
Attn: Comptroller

Inquiries concerning this RFP are to be directed, in writing, to Comptroller, Delaware River Joint Toll Bridge Commission, Administration Building, 110 Wood Street, Morrisville, PA 19067, or by email to [information@drjtbc.org](mailto:information@drjtbc.org). Inquiries by FAX are acceptable; the FAX number is (215) 295-3337. To be given consideration, all inquiries must be received by 3:00 PM September 18, 2017. All inquiries submitted and the answers thereto will be posted as an addendum on the Commission's web site at [www.drjtbc.org](http://www.drjtbc.org). The Commission will not be responsible for verbal responses.

In the event the Commission determines that additional clarification or information to this RFP is necessary; the Commission reserves the right to issue an addendum to this RFP.

#### Oral Presentations

After completion of the technical evaluation as described below, the Commission may, at its discretion, request any one or all firms to make an oral presentation to the Audit Committee and Senior Management staff. Such presentations will provide firms with an opportunity to answer any questions the Commission may have on a firm's proposal. If such a presentation is necessary, Proposers will be notified. Failure to be prepared to make an oral presentation may prevent the firms from receiving further consideration.

#### **NON-DISCRIMINATION AND DIVERSITY POLICY**

During the performance of this contract, Auditor agrees as follows:

a) Auditor will not discriminate against any worker or applicant for work because 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. [Prime Consultant] will take positive steps to ensure that workers are treated during employment, without regard to their 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. Such steps shall be taken in connection with all terms and conditions of employment, including, but not be limited to, the following: employment, promotion, demotion, suspension or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. [Prime Consultant] agrees to post in conspicuous places, available to workers and applicants for work, notices to be provided setting forth the provisions of this Equal Opportunity Clause;

b Auditor will endeavor to maintain a work site free of harassment or intimidation 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. Auditor shall take immediate corrective action against any employee or worker who engages in any conduct that violates this Equal Opportunity Clause. Auditor shall maintain a process for reporting harassment or intimidation and for the expeditious resolution of worker grievances related to such harassment or intimidation.

c) Auditor will furnish all information and reports required by the Commission, and will permit access to Auditor's books, records, and accounts by the Commission for purposes of investigation to ascertain compliance with this Policy and the Commission's rules, regulations, and orders.

The Commission prohibits discrimination in employment on the basis of race, color, religious creed, national origin, ancestry, gender, sexual orientation, age, Vietnam era veteran status, or disability. The Commission is strongly committed to developing and maintaining a diverse workforce, and highly values the perspectives and varied experiences that are found only in a diverse workforce. The Commission believes that promoting diversity is important to the success of its overall mission.

Accordingly, the Commission requires its consultants to comply with nondiscrimination laws and encourages them to promote diversity within their workplace. To assist the Commission in its selection process, Proposers may provide evidence of their policies and practices relating to diversity.

## **SELECTION PROCEDURE**

1. It is the intention of the Commission to evaluate your proposal in conjunction with those received from other firms. An agreement will be awarded to the Proposer who best satisfies the overall requirements of the RFP, as determined by the Commission in its sole discretion. The Commission is not required to award the agreement to the Proposer quoting the lowest fees. This will lead to a selection and an agreement to be executed with the prospective Auditor for the work described in this RFP.

2. Technical Proposals and Fee Proposals must be delivered to the Commission in separate sealed envelopes prior to the time and date specified above in this RFP.

3. The Commission will make a selection based upon numerous criteria, including, but not limited to, the Commission's perception of the need for auditing services, the demonstrated competence, expertise, experience and qualifications of the Proposer(s). The Technical Proposals will be evaluated on the basis of, among other things, the following criteria:

- Demonstrated understanding of the Commission's needs and proposed comprehensive, appropriate and adequate approaches to meet those needs;
- Demonstrated ability and qualifications to conduct governmental audits and adhere to the Commission's mandatory deadlines;
- Qualification and technical experience of the firm;
- Client references for the quality of government audit and consulting experience
- Familiarity with Federal and state laws, rules and regulations relevant to governmental audits; and
- Credentials of audit team, the quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

4. Following the evaluation and ranking of the Technical Proposals, the Proposers' Fee Proposals will be opened and evaluated. The evaluation will be performed by comparing the Proposer's Fee Proposal with the Commission's estimate and the Proposers' Fee Proposals will be compared, to determine a fair and reasonable price for the service. The Commission will select the proposal that is most advantageous to the Commission, as determined by the Commission in its sole and absolute discretion. The Commission may take the oral presentations into account in its ranking of the Proposers, as the Commission deems appropriate in its discretion.

5. Negotiations will be conducted with the first-ranked Proposer. If a negotiated agreement cannot be reached with the first-ranked Proposer within a reasonable time, negotiations will be terminated and the same procedure will be set in motion with the second-ranked Proposer, and so on.

6. In making its selection, the Commission is not required to accept the lowest price and may, at its sole discretion, reject proposals, which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any proposal or proposals. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.

7. There will be no debriefings for unsuccessful Proposers.

8. 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. Exhibit A, entitled Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing your final proposal. Exhibit B, entitled REQUIRED INSURANCE, describes all insurance coverage required of the Auditor.

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



**Exhibit A: Standard Commission Retainer Agreement**

This agreement (the "Agreement") effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Consultant".

**WITNESSTH:**

**WHEREAS**, the Commission desires to engage Consultant to perform certain consulting services as further defined herein, and Consultant wishes to provide the Commission with such consulting services;

**WHEREAS**, the Commission has approved the execution and delivery of this Agreement at its \_\_\_\_\_ meeting; and

**WHEREAS**, the parties now desire to enter into an agreement with regard to professional services of the Consultant to the Commission as fully set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I – SERVICES**

**A. Scope of Services; Term.**

1. The scope of services to be provided under this Agreement is outlined on Exhibit A attached hereto, which may be amended from time to time by written agreement of the parties (the "Services").
2. In the event a dispute arises concerning the meaning of the scope of services required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.
3. The term of this Agreement shall be deemed to have commenced on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.
4. In the event the Commission does not take action to terminate this Agreement on or before the approved term date, it shall continue on a month-to-month basis.

**B. Staff and Facilities**

1. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this Agreement a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.
2. Any person employed in or assigned to the performance of the Services hereunder by the Consultant shall be removed from such Services upon notice from the Commission's Executive Director and/or his/her designee.
3. The Consultant shall not employ the Commission's employees in the performance hereof.
4. The Consultant agrees that it will at all times cooperate and coordinate its Services 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 \_\_\_\_\_ of the Consultant will, at all times, have personal direction and charge of the Consultant's Services to be performed hereunder and be available for meetings with the Commission's Executive Director and/or his or her designee.
2. The Consultant agrees that the necessary personnel and facilities 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 of the aforementioned documents and objects that may be in Consultant's possession to Commission on termination of Consultant's Services for the Commission, or at any other time on Commission's request, together with Consultant's written certification of compliance.
2. Consultant agrees that Consultant will not, except as specifically authorized in writing by the Commission, disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the Commission, its facilities, personnel or officials.

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

- A. Executive Director and/or his/her designee.** 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.** 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. No Employment.** 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 based upon the rate schedule set forth on Exhibit B attached hereto.
2. 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 not otherwise specified on Exhibit B, 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 the additional services.

**B. Periodic Statements.** 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.

### **ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS**

- A. Assignment or Transfer of Agreement.** The Consultant shall not sell, transfer, assign or otherwise dispose of this Agreement or any interest therein to any party, except upon such terms and conditions as the Commission may approve.
- B. Subcontracts.** The Consultant may obtain by subcontract, subject to written approval of the Commission's Executive Director and/or his/her designee, such supplemental professional and non-professional Services or independent consultants as are necessary for the proper performance of this Agreement.

### **ARTICLE V – LEGAL AND PUBLIC RELATIONS**

**A. Legal and Public Assignment or Transfer of Agreement.** In carrying out the provisions of this Agreement 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.** 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.** With respect to any Services provided by the Consultant, its agents, servants, employees, subcontractors and subconsultants under this Agreement, the Consultant 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 Consultant, 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 Consultant to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Consultant’s Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

**D. Claims**

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

**E. Non-Discrimination.** During the performance of this Agreement, the Consultant and his subconsultant 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.** 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 Services, and shall indemnify and save harmless the Commission and its officers, agents and servants from any violation of any such law, ordinances, ruling, etc., whether such violations be by the Consultant or any subconsultant, or any of their agents or employees.

- G. Familiarity with Laws, etc.** The Consultant shall familiarize itself with all federal, state and local laws, including the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the Services, or the materials and equipment used in the Services or in any way affecting the Services, 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, Consultant shall forthwith report it to the Executive Director in writing.
- H. Disputes.** In the event a dispute arises concerning the meaning of any term used in this Agreement or the Services 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.** Information included in this Agreement or in any way associated with this Agreement 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.** No news releases pertaining to this Agreement to which it relates shall be made without Commission approval and then only in coordination with the Commission.

#### **ARTICLE VI – SERVICES AND CHANGES THEREIN**

- A. Change in Services.** The Commission or its Executive Director and/or his/her designee may from time to time by written order require additional services to be performed by the Consultant. The scope of such services and the payment arrangement for such services will be upon terms mutually agreed upon by the Commission and Consultant.
- B. Work Product to Become the Property of the Commission.** Unless otherwise agreed to by the parties, all work product of the Consultant, as well as job related records and other data including electronic data, concerning the Services hereunder shall become the property of the Commission and the Commission shall have the right to use all or any part thereof for the purpose, including 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 Services hereunder.

#### **ARTICLE VII – CONSULTANTS’ INSURANCE**

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

#### **ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT**

- A. Consultant’s Records and Accounts.** 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.** 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 Services of the Consultant and at all such times shall have access to any premises where any 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.** 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.

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

1. The Agreement may be terminated 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 Services terminated), except as otherwise directed by the Commission:
  - a. Discontinue the Services 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 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 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 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 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.

**C. Payment Upon Termination in the Interest of the Commission.** In the event that this Agreement is terminated by the Commission under the provisions of Article IX.B.1, the Commission shall pay the Consultant for such Services that the Consultant has performed prior to the termination of this Agreement. In no event shall the Consultant's loss of anticipated profits be relevant in determining the amount of such payments.

**ARTICLE X – SUCCESSORS OF THE PARTIES**

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

#### **ARTICLE XI – DEFINITIONS**

- A. The term “Executive Director and/or his/her designee”, whenever appearing herein, means the Commission’s Executive Director and/or his/her designee, and shall be deemed to include the respective successor or successors and any authorized agent, representative or designee of any of them.
- B. The term “Consultant”, whenever appearing herein, shall be deemed to include any successor and the principal officers, project manager, resident engineer and any other agent, officer or employee of the Consultant actually in charge of any Services 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 Executive Offices 2492 River Road New Hope, PA 18938-9519 Attn: _____
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If a legal matter, copies to:	Jon Bloom, Esquire Stradley Ronon Stevens & Young, LLP 2005 Market Street, Suite 2600 Philadelphia, PA 19103-7018
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Michael Perrucci, Esquire  
Florio, Perrucci, Steinhardt & Fader, L.L.C.  
235 Frost Avenue  
Phillipsburg, NJ 08865

If to the Consultant:	_____ _____ _____ Attn: _____
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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. Entire Agreement. This Agreement, including any 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.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

ATTEST:

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

\_\_\_\_\_  
Print

ATTEST:

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

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION:

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

\_\_\_\_\_  
Print

**CONSULTANT**

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

**CONSULTANT/RETAINER  
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION  
INSURANCE REQUIREMENTS**

**NOTE TO CONSULTANT: 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), Consultant 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 sub-consultant and/or agent of the Consultant, such Consultant shall be responsible for each sub-consultant and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each sub-consultant and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering into is solely with Consultant, and Consultant shall be solely responsible for all acts or failures to act of each of its sub-consultants and/or agents as if the actions or failures to act are the actions or failures to act of the Consultant. Consultant expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on Consultant 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 sub-consultants and/or agents. Nothing herein shall otherwise limit or alter Consultant's obligation (if any) to seek prior approval of sub-consultants and/or agents from the Commission, as such requirement may be set forth in the Contract.

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

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
  - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
  - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.

2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).

- a) Occurrence Form with the following limits:
  - (1) General Aggregate \$2,000,000
  - (2) Products/Completed Operations Aggregate: \$2,000,000
  - (3) Each Occurrence: \$1,000,000
  - (4) Personal and Advertising Injury: \$1,000,000
- b) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in paragraph 6 below).
- c) 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 Consultant's vehicles.

4. Commercial Excess/Umbrella Liability:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

5. Property of Consultant:

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

Auditor - \$5,000,000 Per Occurrence/Per Claim (maximum Self Insured Retention - \$250,000)

Deductibles and Self Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Consultant. 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 Consultant 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.

The Certificate of Insurance must confirm that, at a minimum, the Consultant'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 Consultant **must** attached a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Consultant's policies are **primary** and non contributory. The coverage offered to the Additional Insureds on the Consultant's liability policies (including, without limitation, General Liability, Auto Liability and Excess/Umbrella Liability and except Professional 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.

The Consultant 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 following the final payment under the Contract.

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

Consultant 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 Consultant 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 Consultant pursuant to this Contract.
- b. The Consultant 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 Consultant pursuant to this Contract.
- c. If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Consultant 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 Consultant's Insurance Representative:

The Consultant WARRANTS that this Contract has been thoroughly reviewed by the Consultant's insurance agent(s)/broker(s), who have been instructed by the Consultant 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 Consultant or any of their sub-consultants.

Any type of insurance or any increase in limits of liability not described above which the Consultant 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 Consultant of any responsibility or liability under the Contract.

Certificate of Insurance:

Consultant's insurance broker/agent shall provide a signed and notarized letter on their letterhead stating that the insurance broker/agent and Consultant 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 Consultant 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 Notice of Award or receipt of these insurance requirements, as applicable, to the attention of the Chief Administrative Officer, at 2492 River Road, New Hope, Pennsylvania 18938-9519, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Consultant's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Consultant's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Consultant's direction to commence work.

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

In the event of a failure of the Consultant 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 Consultant 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 Consultant 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.



**EXHIBIT C**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

**INVESTMENT MANAGEMENT CONSULTING SERVICES**

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(Name of Consultant)

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

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(Date) (Name and Title)

subscribed and sworn to

before me this \_\_\_\_\_

day of \_\_\_\_\_, 20 \_\_\_\_

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