



"Preserving Our Past, Enhancing Our Future"

September 5, 2023

To: All Consultants

Re: Request for Proposal (RFP)  
Professional Engineering Services  
Uhlerstown - Frenchtown Toll-Supported Bridge Rehabilitation Design  
Contract No. C-642A: Capital Project 1321A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional engineering design services for the Uhlerstown - Frenchtown Toll-Supported Bridge (U-F TSB) Rehabilitation Design. This RFP is for professional consultant design services to include verification of existing conditions by review of previous inspection reports, performance of an in-depth field inspection, preliminary and final design, and post-design services for rehabilitation of the Uhlerstown - Frenchtown Toll-Supported Bridge.

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

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

The intent of this RFP is for the Commission to select a Prime Consultant, based on their proposal submission and in accordance with the RFP Process (One-Step Process) outlined in the Procurement Process Guidelines for Professional Services in Support of Commission Operations and Capital Improvement Program. A copy of the guidelines is available at the following Commission website: [http://www.drjtbc.org/wp-content/uploads/Procurement\\_Guidelines\\_July\\_2017.pdf](http://www.drjtbc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf).

Consultants who possess previous project experience meeting the requirements similar to that of the Pennsylvania Department of Transportation ("PENNDOT") and/or New Jersey Department of Transportation ("NJDOT") disciplines noted below, which can provide a committed full-time staff as required to perform the services described herein, are encouraged to submit a Proposal. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (Attachment I) of this RFP. Consultants must, through their submission, demonstrate their ability

to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control ("QA/QC") standards.

Prior successful completion of projects of similar scope and magnitude is essential ("Similar Projects"). Consultants responding to this RFP must have a proven track record in similar design projects; be proficient with both working knowledge and experience in inspection, evaluation, repair, and rehabilitation of old truss bridges.

The Consultant Team responding to this RFP shall demonstrate in their proposal, as a minimum, collective previous project experience, including Project Descriptions (client, fee, description of service), meeting the requirements similar to that of the PENNDOT prequalification categories of Structural Design and Bridge Inspection, or equivalent NJDOT prequalification categories' experience. Also, all consultants and/or subconsultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing.

Consultants are not required to be prequalified by PENNDOT or NJDOT in the aforementioned disciplines, however, are requested to submit current PENNDOT or NJDOT certificates in these technical disciplines if available.

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

To respond to this RFP the Prime Consultant must have an office located within the Commonwealth of Pennsylvania and/or State of New Jersey that is within a 2-hour drive of the Commission's Yardley, PA headquarters. The Prime Consultant's Project Manager must be assigned to the same office and must be a licensed Professional Engineer in the Commonwealth of Pennsylvania and/or the State of New Jersey. The Prime Consultant must perform the largest percentage of the work of any consultant team member.

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

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

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

Consultants submitting a proposal for this solicitation agree to abide by the Commission's Contract Compliance Program ("CCP") Requirements. The Commission's 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 by soliciting such firms for subcontracting opportunities. 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.

The Commission encourages Consultants to meet or exceed the twenty-five percent (25%) IBE participation target for Commission contracts. 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)) under Doing Business.

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

Professional Services

Ms. Christine A Baker  
Director of Contract Compliance  
1199 Woodside Road  
Yardley, PA 19067  
(267) 394-6564 (office)  
[cbaker@drjtbc.org](mailto:cbaker@drjtbc.org)

**IBE Payment Verification**

The Commission uses a **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 awarded Prime Consultants to familiarize themselves with and use the **Payment Verification System** in reporting monthly invoice payments to their sub-consultants. ***The Prime Consultant agrees as part of the contract award to fulfill the mandatory requirements of the Commission's Payment Verification System.***

The Prime Consultant must register and take online training with the Commission's **Payment Verification System**, for payment to all IBE sub-consultants.

### **Bridge Description and Background**

The Commission owns and operates twenty (20) bridge facilities crossing the Delaware River from Morrisville, Pennsylvania in the south to Milford, Pennsylvania approximately 140 miles to the north. Of these, eight (8) are "Toll Bridge" facilities consisting of 11 bridges over the river, including 3 sets of parallel bridges, and the remaining 12 are "Toll-Supported Bridges" (tolls are not collected on these bridges). In total, the Commission owns and maintains 62 bridges including the 23 river crossings referenced above, 32 facility approach bridges, 6 pedestrian bridges and 1 pedestrian tunnel.

The Uhlerstown – Frenchtown Toll-Supported Bridge is a six-span, riveted steel Warren Truss built in 1931 using 534 tons of steel. The span lengths starting from the Pennsylvania side are as follows: 156', 156', 152', 156', and 156' (pin-to-pin). The total length of the bridge is 950'-10" face-to-face of backwalls. The width of the bridge is 19'-6" (c-c trusses). The 5" open grate steel floor roadway, installed in 1949, has a clear width of 16'-6" curb-to-curb. A sidewalk with a clear width of 3'-9" is cantilevered from the floor beams outside the upstream truss. The sidewalk consists of 2" deep steel grid sections filled with concrete.

The trusses are approximately 22' deep. The upper chords and end posts are box sections composed of side channels, a top plate, and lacing bars across the bottom. The lower chords consist of four angles connected with batten plates forming an H-section. Truss diagonals are composed of two channels spaced 8" back-to-back and connected with batten plates. The portal bracing and sway frames at alternate panel points consist of single and double angles. Alternating with the sway frames, three top lateral struts in each span are a rolled steel section. The top and bottom lateral braces are double angles. Truss and bracing connections are made with riveted gusset plates. In each span, two-8 panel trusses support a transverse rolled steel floor beam at each lower point. The floor beams support 8 lines of rolled steel stringers and a 5" deep open-grid steel roadway deck.

The 9" highway rolled wheel guards are made of a horizontal channel supported by rolled steel beam sections welded to the edge of the roadway deck. Both abutments and all piers are rubble stone faced masonry built in 1843. The piers are stone filled and built on timber crib foundations. Reinforced concrete pier caps were placed in 1931. Minor repairs and riprap were added in 1934. The abutments are on spread footings. All bridge seats and the abutment back walls are reinforced concrete. The height of the roadway above normal low water is 27 feet-9 inches. The overhead clearance is 12'-6". The bridge is posted for 15-ton maximum vehicle load and a 15 MPH speed limit.

### **Pennsylvania and New Jersey Approaches**

The approach roadways are three-inch bituminous paving on a six-inch macadam base. The length of the Pennsylvania approach is approximately 60' long. The length of the New Jersey approach is approximately 60' long.

### **Officer's Shelter**

The Officer's shelter on the New Jersey approach is a 10' x 13' frame building which has electricity, sanitary facilities, and gas heat. This shelter was built in 1954.

**Utilities - Bridge and Approaches**

Pennsylvania Approach	One Incandescent light
Bridge	Six 6,000 Lumen Lights
New Jersey Approach	One Mercury Vapor Light

All lighting supplied by the New Jersey Central Power and Light Company

Electronic Surveillance System (ESS) cameras, generator, and associated equipment on the bridge and/or at the approaches to the bridge.

**Other Utilities**

United Telephone Company of Pennsylvania has a cable on the downstream side of the structure. Television cable mounted overhead by Service Electric Cable Co.

The Commission is currently coordinating a natural gas service to the New Jersey Officer's Shelter.

**Major Revisions or Additions Since Original Purchase**

1931 – Erection of the present six span structure, construction of the approaches along with the revisions to the abutments and piers.

1949 – 5' open grate steel floor 2" steel grid concrete filled sidewalk.

1972 – Repairs to riprap and concrete aprons

1973 – Cleaned and painted

1973 – Approaches sealed and chipped

1981 – Pennsylvania abutment reinforced by Commission maintenance forces. New gravity wall constructed.

1981 – In-depth inspection and structural analysis by Edwards & Kelcey, Inc.

1983 – Sandblasted, cleaned and painted by contract

1990 – Replacement of two 9' wide flange beams located beneath the PA finger joint

1998 - Contract # 347 Cleaning and pointing existing masonry joints Uhlerstown-Frenchtown Non-Toll Bridge Upper Black Eddy-Milford Non-Toll Bridge Riegelsville Non-Toll Bridge

1998 - Contract # 350 Asphalt and Resurfacing New Jersey and Pennsylvania Approaches Upper Black Eddy-Milford, Uhlerstown-Frenchtown, New-Hope Lambertville Non-Toll Bridges

2001 - Contract # TS-363 Rehabilitation of the Uhlerstown-Frenchtown Toll Supported Bridge

2010 – Contract T/TS-476A-2 Substructure Repair and Scour Remediation.

2020 – Contract T/TS-735A-004 Job Order work included approach pavement resurfacing, and curb, sidewalk & miscellaneous concrete repairs.

2023 - Contract T/TS-735A-010 Job Order work to replace the NJ Bridge Shelter upstream retaining wall.

An NBIS bridge inspection was performed in 2022.

## **GENERAL PROJECT OVERVIEW**

### **A. PROJECT DESCRIPTION**

The Commission is preparing to carry out a rehabilitation project of the Uhlerstown - Frenchtown Toll-Supported Bridge (U-F TSB). The scope of the rehabilitation outlined below is based on NBIS inspection findings as well as Commission initiatives. The scope of the rehabilitation as outlined herein shall be verified and amended as needed based on available information, initiatives and findings identified in the consultant's in-depth inspection and evaluation report.

The Consultant shall perform a thorough review of the 2022 bridge inspection reports (Annual Inspection and Maintenance Reports) and recommendations for the development of this proposal. Refer to the "Scope of Services for the Proposal" section for a more detailed description of the services to be provided under this contract. The final design shall include contract bid documents to be used by the Commission to procure a contractor for the implementation of the rehabilitation described herein and as amended based on the consultant's in-depth field inspection findings.

The design and construction for this project will be fully funded by the Delaware River Joint Toll Bridge Commission.

## **B. PROJECT GOALS**

The need for the proposed U-F TSB rehabilitation stems from the Commission's commitment to the maintenance of the Commission-owned bridges as well as the need to provide transportation services to the communities on both sides of the Delaware River. The intent of this project is to provide all repairs required so that the bridge will not need any additional major repairs for a minimum period of fifteen (15) years.

It is anticipated there will be one (1) construction contract. It is the Commission's intent to let a project that can be efficiently and economically completed in one (1) construction season (construction Contract Award to Contract Final Completion).

## **C. DESIGN PROJECT SCHEDULE**

A general overview of the design contract schedule is as follows, with all durations in calendar days:

- Anticipated Award/Limited Notice to Proceed (LNTP) – January 23, 2024.
- Submit Draft Condition Assessment and Recommendations Report, Bridge Rating Report for the Existing Condition, and the Bridge Lighting Concept Study Report- within 45 days of LNTP.
- Workshop to review the MPT and staging options – within 7 days of draft report submission.
- Commission comments on the draft reports – within 14 days of draft report submission.
- Submit Final Condition Assessment and Recommendations Report, Final Bridge Rating Report for the Existing Condition, and Final Bridge Lighting Concept Study Report – within 7 days of receipt of Commission comments.
- NTP for Preliminary Design – within 14 days of submission of final reports.
- Preliminary Design Submission – within 45 days of NTP for Preliminary Design.
- Commission comments on Preliminary Design Submission – within 14 days of receipt of Preliminary Design Submission.
- Pre-Final Design Submission – within 45 days of receipt of Commission comments for the Preliminary Design Submission.
- Commission comments on the Pre-Final Design Submission – within 14 days of receipt of the Pre-Final Design Submission.
- Final Design Submission – October 11, 2024.
- Anticipated Construction Contract bid date – October 18, 2024.

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

This RFP is for professional consultant design services to include condition assessment by review of previous inspection reports and other available information, performance of an in-depth field inspection, preliminary and final design, and post design services for rehabilitation of the U-F TSB.

The rehabilitation work based on the consultant's evaluation and recommendations is anticipated to include but may not be limited to:

- Replace the deteriorated sidewalk deck.
- Repair or replace all severely deteriorated or flood-damaged superstructure steel identified during the proposed in-depth inspection.
- Clean and paint all non-galvanized superstructure steel including bearings. (Note – All lead paint was previously removed from the bridge during the 2001 rehabilitation) Galvanized steel members shall be evaluated for repair/coating needs.
- Clean and re-lubricate bridge expansion bearings.
- Repair or replace the sections of damaged guide rail and posts throughout the bridge.
- Adjust or modify the bearing assembly as needed to eliminate the gap between the load plate and PTFE sliding surface on the elastomeric pad at the stub stringer bearings at Pier 2
- Repair or replace loose, missing, or fractured masonry stones at the abutments, piers, and retaining walls.
- Repair or reconstruct the bulging condition at the downstream NJ wingwall.
- Repoint substructure masonry joints as needed.
- Repair the spalled concrete on pier caps.
- Repair/inject the wide cracks in the pier caps.
- Place riprap, grout-filled bags, and/or other scour protection at the West Abutment and piers.
- Clear all flood debris from pier aprons.
- Replacement of overhead bridge roadway lighting, including cabling and conduit as needed.
- Replacement of ESS conduit, fiber, and equipment.
- Installation of aesthetic lighting.
- Assess the condition of the approach roadways to the bridge, recommend needed repairs, and provide needed repairs as part of the final design.

Services include, but are not limited to:

1. Manage and administer the project including the development and implementation of required public involvement and outreach.
2. Conducting an in-depth field inspection of the bridge in order to identify structural and civil elements that require repair, strengthening, replacement, or enhancement; collecting sufficient information for the detailing of appropriate repairs, including documenting the existing as-built conditions (e.g. member sizes, shapes, thicknesses, connection details, etc.).
3. The consultant shall perform bridge load ratings followed by recommendations for strengthening, if necessary. Ratings shall include the evaluation of the sidewalk or potential widening. The Consultant shall recommend any modifications that are necessary to advance the project into preliminary and final design as part of the *Assessment and Evaluation* phase of this project. The final recommended improvements developed by the Consultant and Approved by the Commission are to be advanced to Preliminary and Final Design.
4. The consultant shall provide bridge load ratings for the final design condition.



5. Evaluate the useful life expectancy of the steel grid deck.
6. Prepare and submit a Bridge and Roadway Condition Assessment and Recommendations Report based on inspection findings and load rating results.
7. Develop a lighting design for the replacement of the bridge roadway lighting. Coordinate with the Commission to present up to three (3) alternative aesthetic bridge lighting fixtures for installation on the bridge structure in addition to the replacements for the existing roadway lighting fixtures. All lighting fixtures shall be LED. Perform a lighting design to determine light placement and intensity of all types of lighting.
8. Develop Preliminary Design documents, including Preliminary Plans, Outline Specifications and costs, based on the approved Condition Assessment and Recommendations Report.
9. Complete the final design based on the accepted preliminary design.
10. Develop Final Design Contract Documents for review and approval.
11. Provide post-design services supporting the bidding (pre-award) and construction (post-award) activities.

This Request for Proposal (RFP) Scope of Services consists of four (4) parts:

- PART I - General Activities of the Consultant
- PART II – Assessment and Evaluation
- PART III - Preliminary and Final Design Services
- PART IV - Post Design Services

Unless specified otherwise, all work shall conform to current editions of the Pennsylvania Department of Transportation (PENNDOT) Standards and Design Manuals. Additionally, all work must comply with the terms and conditions of the Commission's NJPDES Permit Number NJG0153052 - Authorization to Discharge (Authorization) as a R12 - Highway Agency Storm Water General Permit.

All studies and design work, including plans, specifications, reports and quantities will be developed in the English System of units. Reports shall be in PDF format, bookmarked, indexed and searchable. Electronic and executable files shall accompany all final submissions.

The Commission's goal is to complete the Project design by the Fall of 2024. It is anticipated that there will be one (1) construction contract. It is the Commission's intent to let a construction contract that can be efficiently and economically completed in one (1) construction season (Contract Award to Contract Final Completion). The Commission's goal is to have the award of the construction contract by the end of 2024 and have construction completed by the end of 2025.

### **Part I - General Activities of the Consultant**

#### **Task A. Project Management**

*a) Manage the Project*

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

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

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

*b) Administer the Project*

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

- Assemble and direct the team, including subconsultants
- Conduct the project kick-off meeting
- Serve as the single point of contact for project communication
- Represent the Commission at all external meetings
- Coordinate project issues with outside agencies
- Schedule project development activities
- Review deliverables for quality and assure compliance with Consultant's Project Specific Quality Assurance Plan
- Monitor team performance and project development
- Control project costs
- Promote an atmosphere of good public relations and customer satisfaction
- Coordinate the flow of information concerning the project
- Prepare / maintain project contact list
- Schedule and attend meetings
- Prepare meeting agendas and meeting minutes
- Maintain correspondence files

- Monitor budget and invoicing
- Ensure stated deliverables are delivered within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PENNDOT and/or NJDOT procedures
- Fully document all project related issues
- The Project Manager shall develop and maintain the project schedule. It is anticipated that this schedule will be refined as needed at a minimum biweekly and presented and discussed at the status meetings. The Consultant will be required to present recommended adjustments and implement changes, as approved, in order to meet the overall schedule, within the scope of work, at no additional cost to the Commission. Adjustments may include, as necessary, re-allocation of staffing levels, modifications to design approach, and/or adjustments to details to increase anticipated rate of construction.

#### **Task B. Project Specific Quality Assurance Plan**

##### *a) Project Specific Quality Assurance Plan*

Within fifteen (15) calendar days of receipt of the Limited Notice-to-Proceed, the Consultant will prepare and submit four (4) copies of a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review and acceptance. The Consultant's PSQAP will provide a written description of the intended actions to verify delivery of a high-quality product to the Commission. Within the text of the Proposal the Consultant shall provide a discussion of the elements and contents that are important for inclusion in the PSQAP. This discussion shall include the approach for the development of the PSQAP and the Consultant's commitment to the use of the PSQAP.

#### **Task C. Coordination and Meetings**

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

##### *a) Commission Coordination*

The Consultant will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting its activities with the Chief Engineer of the Commission to ensure an expeditious exchange of information. It is anticipated that Contract status meetings will take place bi-weekly at the Commission's headquarters. The Consultant will prepare and submit an agenda for these meetings a minimum of two (2) days in advance of each meeting and meeting minutes within five (5) working days of each meeting. The Commission will be informed of all meetings with other agencies, government officials and/or groups in advance so that Commission personnel can elect to attend if deemed necessary, solely at the Commission's discretion. Unless the project duration is extended by the Commission through a written modification the cost of any additional Commission Coordination meetings which are due to the Consultant's inability to complete the project within the time specified herein shall be borne by the Consultant and shall not be billed to the Commission.

*b) Other Agency Coordination*

The Consultant shall identify and provide to the Commission a list of agencies that require coordination in order to facilitate the prosecution of the proposed work. Upon the Commission's approval of the approach, the Consultant will be required to contact and meet with agency representatives to review and determine all necessary project requirements for the work to be completed under **Parts II and III** and for the anticipated construction.

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

Other agencies may include, but are not limited to:

- The Pennsylvania Department of Transportation (PENNDOT)
- The New Jersey Department of Transportation (NJDOT)
- Bucks County, PA
- Village of Uhlerstown, Tinicum Township, PA
- Hunterdon County, NJ
- Borough of Frenchtown, NJ
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police

**Task D. Utility Coordination**

*a) Utility Coordination*

The major elements of utility coordination include, but are not limited to, the following:

- Contact all utilities within the project limits, including the Commission's Maintenance Department, as the Commission is not affiliated with either of the PA or NJ One Call Systems.
- Identify and locate all Commission owned utilities on the bridge structure including, but not limited to, bridge lighting, communication cabling, and electronic surveillance / detection system.
- In compliance with PA Act 287 (as amended by PA Act 187), telephone the PA ONE CALL SYSTEM 1-800-242-1776, or 811 and with New Jersey's N.J.S.A. 48:2-73 NJ ONE CALL SYSTEM at (800) 272-1000 and request maps of utility facilities within the project limits.
- Notify the municipalities and request the names of the utility companies that may be located within the project area but are not subscribed to the area's ONE CALL SYSTEM.
- Show all utility locations on plans.

- Determine construction conflicts with utilities and develop details for protecting the same.
- The Consultant will include in their plans all utility types and locations and advise the Contractor of their existence as well as the need for the Contractor to implement measures to protect them from being damaged during construction.
- The Consultant shall coordinate with the Commission and/or the Commission's Electronic Surveillance System (ESS) vendor for the relocation, temporary relocation, and/or upgrade of the Commission's ESS at this bridge location.

## **Task E. Public Involvement**

### *a) Public Involvement*

The Consultant is expected to develop and implement a comprehensive Community Involvement campaign. The Consultant shall include a level of effort sufficient to meet the minimum mandatory requirements as described herein for this task. The Consultant is invited to provide a detailed discussion in the proposal of the approach to this portion of the work for consideration by the Commission. After selection of the successful proposer and during the Scoping/Negotiation phase, the Commission will provide direction on which specific services it wishes the successful Consultant to include in the final negotiated and accepted proposal.

This Task shall be initiated early in the project and completed during the Preliminary Design phase of the project. All Public Involvement issues shall be substantially resolved prior to commencement of the Final Design phase of the project.

The Commission intends to hold a series of Open House meetings with elected officials and the general public. The Open House sessions will provide an opportunity for the bridge's two host communities – as well as bridge users and area businesses – to review and comment upon the Project, its impacts, and the Consultant's work. In addition, the Commission intends to hold two (2) separate meetings with elected officials and other key business and community leaders (stakeholders) to brief them on the project.

To develop a written Public Involvement Program for this project, the Consultant is directed to reference the guidelines as set forth in PENNDOT's Publication No. 295, Public Involvement Handbook dated September 1995 and Section 18, Community Relations of the NJDOT's Procedures Manual, as applicable to the project Scope of Work. Reference should also be made to the Commission's own guidelines for public involvement programs and the U.S. Department of Transportation's recently issued Promising Practices for Meaningful Public Involvement in Transportation Decision-Making (October 2022). The Consultant will ensure that the Public Involvement Program complies with all state and federal statutes and regulations such as the Americans with Disabilities Act of 1990, Executive Order 12898, Environmental Justice and the latest FHWA Effective Practices in Environmental Justice.

In coordination with the Commission, the Consultant shall develop and maintain a stakeholder list including a project mailing list.

The Consultant will be required to prepare a computer-generated (e.g., Microsoft PowerPoint) audio-visual presentation and, as appropriate, wall mountings, plans, charts, colored drawings, conceptual renderings etc. for the Open House sessions and Stakeholder briefings. A project fact sheet shall also be provided as a handout for the stakeholder and Open House presentations.

At a minimum, the Consultant will provide the following:

- Prior to the presentations process of this project, the Consultant shall produce an informational video about the forthcoming project. Production shall be in consultation with the Commission's engineering, communications, and community affairs departments. At a minimum, the video should explain the need for the project, the various portions of the bridge that will be addressed by the project, the planned schedule, and the anticipated travel impacts to motorists and pedestrians. The video also may explain efforts with respect to preservation and noise (if applicable). Video would be posted on YouTube and/or Vimeo.
- The Consultant shall establish, design, and maintain a project-specific website for this project with the URL of [UhlerstownFrenchtownBridge.com](http://UhlerstownFrenchtownBridge.com) or another similar URL for the duration of this project. At a minimum, the website would be a repository for all publicly distributed materials for this project. The website shall have a contact portal to be monitored and maintained by the Consultant and Commission staff. The website shall provide – at a minimum – pages explaining the project's purpose and need, the scope of work, the project team, background on the bridge, the bridge's characteristics, a brief history of the bridge, and the project video link.
- The Consultant shall develop and implement set procedures for responding to comments and inquiries. The Consultant shall maintain an ongoing list of public inquiries received on this project and work with applicable Commission staff (Engineering, Communications and Community Affairs) to formulate and provide responses to appropriate inquiries. The tracking list should include all inquiries received through the project website, the Commission's website, the Commission's customer-service phone line, and – if any are received – communications submitted through U.S. Mail. The list shall be updated weekly for review by the Commission's communications, engineering, community affairs staff.
- Prior to the Open House meetings, the Consultant shall make a presentation for review and modification to the Commission Executive Staff at the DRJTBC's Scudder Falls Administration Building.
- Prior to the Open House sessions, the Consultant will be required to make two (2) additional presentations to identified state representatives, public officials, and other key community/business leaders. The presentations are to be conducted in separate meetings on each side of the river, at a suitable venue in each host community.
- Prior to the Open House sessions, the Consultant will assist the Commission in developing and placing advertisements and flyers to raise public awareness and maximize public attendance at the Open House sessions. Advertising should include cable television systems, weekly newspapers, online local news outlets, appropriate social media sites that serve the

host communities and through banner ads placed through geofencing on navigation systems (WAZE) and mobile apps (banner ads on Weather.com app, for example.) The Consultant also shall produce banners to be installed atop each bridge portal. Banners must be at least four-feet in height and grommited to be seen above the bridge's weight-limit signs. The Consultant also shall distribute handbills publicizing the Open House at local libraries, municipal buildings and other locations as appropriate, with assistance from Commission staff. Finally, project communication signage shall be created in consultation with Commission staff (Community Affairs and Maintenance) to provide pedestrians with information about the Open Houses and all subsequent project developments/progress/closures.

- The Consultant will be responsible for the drafting, production, and distribution, in cooperation with the Director of Community Affairs, of written communications to elected officials and other key stakeholders prior to the Open House sessions. These communications will provide a personalized invitation to each official, a description of the items to be covered at the Open House and an offer to provide a personal briefing to the official IF REQUESTED. The communication will go out over the signature of the Director of Community Affairs. The Consultant will be responsible for follow-up phone calls to the elected officials' and key stakeholder's offices to confirm the invitation and to identify any outstanding concerns or issues prior to the Open House, with assistance from Commission staff. The Consultant will prepare display boards and/or handouts (updated fact sheets) for the Stakeholder meetings and Open House sessions that will provide general information on the U-F TSB and more detailed information about the project including, but not limited to, the anticipated construction staging, project schedule, traffic impacts and project cost.
- The Consultant shall provide to the Commission electronic PDF versions of display materials and handouts for uploading to the Commission's Web Page in a PDF format on a timely basis following the Open House sessions.
- The Consultant will be required to prepare Minutes of the Open House sessions and the two meetings with the elected officials and other stakeholders.
- The Consultant will provide all audio-visual equipment, handouts and display material for the Commission staff presentation, the Open House sessions and the meetings with elected officials and other key stakeholders.
- The Consultant shall be required to identify and secure the venues for the Open House sessions. The cost, if any, of renting the venues for the Open House sessions will be borne by the Commission. The costs of advertising and publicizing the dates and times of the Open House sessions also will be the responsibility of the Commission.
- The Consultant may be required to provide light refreshment for the public for the Open House sessions.
- The Consultant shall help organize and arrange a ceremonial public event to mark the completion of this project and the end of travel restrictions associated with it, with assistance from Commission staff.

- In coordination with the Commission, the Consultant shall design and arrange for the installation of a plaque commemorating the project along with a brief history of the bridge crossing.

The Commission seeks to explore the potential of social media in providing new and viable information channels to the public during the construction phase of the project. Toward this end, the Consultant, in coordination with the Commission, shall research appropriate options for implementing such a program prior to the commencement of construction and shall begin to generate contact lists as appropriate.

## **F. Unforeseen Services**

### *a) Unforeseen Services*

The Consultant shall include a Pre-Determined Amount (PDA) item in their Fee Proposal in an amount of \$100,000 for unforeseen services. Services to be provided will be “if and where directed” by the Commission. Under no circumstance shall the Consultant proceed with services under this Task until there is agreement by the Consultant and the Commission as to the need, the hours and the cost to perform the additional work. Work under this Task shall commence only upon receipt of written notification from the Commission authorizing the work and cost. Any work under this task performed by the Consultant without prior Commission authorization shall be at the sole risk of the Consultant.

## **Part II – Assessment and Evaluation**

### **Task A. Assessment and Evaluation**

#### *a) Project Research*

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

The Commission’s existing materials will be made available to the Consultant that is awarded the contract, for inspection and review. Consultants interested in responding to this RFP who would like to review the most recent NBIS Bridge Inspection documentation should contact the Commission’s Project Manager for this contract to facilitate arrangements.

#### *b) In-Depth Inspection*

All inspection and design work will be conducted under the direction of a professional engineer licensed in the State of New Jersey and/or the Commonwealth of Pennsylvania.



The Consultant will conduct an in-depth inspection of the bridge for the purpose of 1) identifying areas that require repair, 2) collecting sufficient information for the detailing of appropriate repairs, including documenting the existing conditions (e.g. size, connection details, etc.) 3) confirming member dimensions for the purpose of bridge rating.

The Consultant shall take measurements required to complete the design and detailing for the rehabilitation. The locations of all utilities shall be field verified. The Consultant shall verify details and dimensions from existing plans for use as control points during construction. In addition, the Consultant shall verify the extent of deteriorations and verify repair quantities.

The Consultant is responsible for providing any necessary access as well as maintenance and protection of traffic. It is assumed that underdeck rigging and the use of an above deck man-lift can be utilized, providing access for the inspection.

The Consultant shall perform an above water assessment of the substructures in order to verify findings and develop all necessary repair details and quantity estimates.

All equipment including access equipment and traffic control, required for the inspection, shall be provided by the Consultant. The Consultant is required to coordinate all inspection operations and lane closures with the Commission. All inspections impacting traffic must be performed within the hours of 9:00 AM and 3:00 PM, Monday through Friday.

In the event that the Consultant discovers a potentially major finding during the performance of the In-Depth Inspection, or subsequent inspections, which could require vehicular or pedestrian traffic restrictions to be imposed, the Consultant will notify the Commission immediately in accordance with the following procedure:

The Consultant is required to contact the Commission's Project Manager from the site by cellular telephone, while the necessary traffic control and special access equipment is available, in order to permit Commission staff to observe the condition as soon as practical after receiving notification from the Consultant regarding the damage or deterioration encountered. Upon viewing and discussing the area(s) in question, the Consultant and the Commission will jointly determine if any immediate corrective and/or remedial measures are warranted and the nature of such measures.

The findings of the Condition Assessment shall be documented in the *Condition Assessment and Recommendations Report* and include sufficient photographs to clearly identify all facets of the proposed work.

*c) Bridge Load Rating*

Load rating methodology shall be in accordance with the requirements of the latest version of AASHTO's Manual for Bridge Evaluation and/or in applicable PENNDOT modifications stated in

April 2015 Edition of the Design Manual, Part 4 (DM-4) or in Strike-Off Letters issued as of the official Proposal Submission date.

BAR7 as developed by PENNDOT shall be used to determine traditional Inventory Ratings and Operating Ratings using both Load Factor (LF) and Allowable Stress (AS) methods. Ratings shall indicate the existing load controlling critical member(s) on the structure.

Load ratings shall be prepared for the following live load vehicle configurations:

- H20, HS20, ML80, TK527 and P-82
- Car train of 400 PLF per lane

Perform ratings for one (1) lane loaded with the vehicles positioned adjacent to the truss.

Perform gusset plate analysis of the trusses. The use of BAR-7 for the gusset plate analysis is acceptable. However, BAR-7 has limitations regarding the analysis of localized section losses. It is anticipated that the rating of gusset plates with localized losses will require additional analysis.

All structural analysis work shall be conducted under the direction of a professional engineer licensed in the Commonwealth of Pennsylvania and/or State of New Jersey and include review of existing sources of information including, but not limited to, as-built bridge drawings and NBIS inspection reports.

The Consultant shall prepare and submit a draft load rating report of existing conditions showing all back-up calculations for all input data, including analysis of sidewalk loading for potential widening. Upon review of the draft report, the Commission will provide comments. A final load rating report shall be prepared and submitted addressing the Commission's comments. In addition, the Consultant shall provide a final design load rating report, including all back-up material.

The Consultant shall also prepare and submit, in digital form, the various input and output files associated with these rating analyses suitable for use by the Commission in making required future updates to the load ratings.

*d) Constructability, Staging, and Maintenance and Protection of Traffic*

Perform a constructability review for the recommended repairs. Identify temporary support requirements, construction access and staging areas. The consultant shall prepare construction staging for recommended repair / strengthen activities. The recommended construction staging shall include but not be limited to the comparison of traffic impacts, construction durations and costs. The consultant shall provide graphic displays of daily and weekly traffic volumes. Conceptual staging drawings for the proposed conditions are to be developed in conjunction with construction durations.

Limiting impacts to the traveling public both vehicular and pedestrians is a priority for this project. The *Condition Assessment and Recommendations Report* shall include traffic control provisions to

address the need for advance warning signing advising motorists on various adjacent roadways of the construction activities and traffic restrictions.

In developing repair/rehabilitation alternatives consideration shall be given to factors such as, but not limited to:

- Alternatives to allow full vehicular access during weekends
- Maintaining pedestrian access throughout the construction
- Impact on tourism and local businesses
- Environmental and permit factors (noise, lead abatement, and wildlife)
- Community impacts due to potential short-term bridge closures
- Overall bridge staging options including provision for blast cleaning and painting entire superstructure
- Staging for the bridge rehabilitation and approach roadway work.
- Staging for the repair/replacement of bridge sidewalk decking and railing while maintaining pedestrian access
- Evaluation of 1 lane of traffic during painting / rehabilitation operations
- Impacts due to potential bridge closures and/or sidewalk closures

*e) Design Criteria*

Design shall be performed in accordance with all applicable design-related codes and specifications including but not limited to AASHTO's 'Standard Specifications for Highway Bridges', Seventeenth (17<sup>th</sup>) Edition, AASHTO's 'A Policy on Geometric Design of Highways and Streets', Sixth (6<sup>th</sup>) Edition, and applicable PENNDOT Design Manuals.

The Consultant shall prepare a stand-alone section of the Condition Assessment and Recommendations report identifying task specific design-related codes, specification requirements, and methodology descriptions to which the Consultant will conform in each discipline for the design and analysis of the proposed rehabilitation. The report should include headings for all discrete components or systems. Reference specific sections of various pertinent publications and include narrative text to clarify major classifications and parameters. Provide sufficient text from the reference documents to clearly convey the information.

The Commissions standard construction specification includes the PennDOT technical specification of Publication 408/2016, plus all changes and strike-off letters, by reference.

**Task B. Condition Assessment & Recommendations Report**

*a) General*

The Consultant is required to submit a Condition Assessment and Recommendations Report and a separate, stand alone, Bridge Rating Report for the existing condition as well as the final design condition. Sub-section *b) Report Submission* is applicable to each of these reports.

Based on the findings of the Task A, the Consultant is required to identify the overall repair/rehabilitation requirements for the U-F TSB that are to be advanced to preliminary and final design. The Consultant's overall assessment of the necessary repairs and the final repair recommendations shall consider construction cost, construction schedule, construction staging, community impacts and all related constructability and environmental impacts.

The *Condition Assessment and Recommendations Report* shall include, but not be limited to:

- Condition assessment and recommendations as to repairs / improvements
- Recommendations to repair / strengthen primary members
- Bridge painting recommendations
- Supporting justification for all recommended repairs / improvements
- A summary of the bridge ratings
- Assessment of the open grid deck condition and expected useful life
- Recommendations for repair/replacement of the bridge's electrical components including the conduit, wiring, junction boxes, cabinets, and service panels, bridge ornamental lighting
- Constructability and staging evaluation, including any required temporary support requirements
- Evaluation of maintenance and protection of traffic options
- Design criteria
- Proposed member strengthening
- Estimated construction costs with itemized breakdown and supporting back-up
- Anticipated construction schedule with major work breakdown and milestones
- 11" x 17" preliminary plans to include detail to a level sufficient to demonstrate the repair / improvement concepts and location along with construction staging concepts and construction access
- A list of anticipated permits required for the construction

***b) Report Submission***

Draft Reports shall be submitted to the Commission, for review, within forty-five (45) calendar days after the Limited Notice-to-Proceed.

Upon delivery of the Draft Report, the Commission will conduct a workshop with Commission stakeholders and Consultant staff convened to review the staging and maintenance of traffic options and determine if the Commission concurs with the Consultant's recommended staging alternative. The Consultant shall include in the proposal a level of effort associated with attendance at the workshop. The goal of the workshop is to provide clear direction to the Consultant in advancing a preferred design concept. The Consultant shall provide evaluation criteria to the stakeholders for the purposes of choosing the preferred concept.

The Commission will provide comments on the Draft Reports within fourteen (14) calendar days of receipt of the report. The Final Report shall be submitted to the Commission, by the Consultant, within seven (7) calendar days of receipt of the Commission's comments.

The Consultant shall submit all draft and final reports in both PDF format and WORD format. Reports submitted in PDF format shall be indexed, bookmarked, and searchable. All final reports shall also include all electronic and executable files.

The draft and final report submissions are to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the Consultant has implemented QA/QC procedures in the development of the submission.

Within fourteen (14) calendar days of receipt of the Final Report the Commission will provide the Consultant with either their approval to proceed to Preliminary Design or further comments for the Consultant to incorporate into the Final Concept Study Letter Report. The Consultant shall not proceed with Preliminary Design until such time as the Commission provides its approval to the recommendations made in the Final Report.

#### **Task C. Bridge Lighting Concept Study Report**

The architectural lighting concept study and associated design shall be performed by Domingo Gonzalez Associates (DGA) (NY, NY) as a subconsultant party to this agreement.

A complete investigation of alternates for installing architectural lighting elements (including but not limited to: electrical equipment, components, and wiring) and replacing the components to support high performance LED and/or other state-of-the-art technology. Because the bridge is a significant visual icon, and whose host communities are charming riverside destinations, it is important to consider alternates that complement the aesthetic qualities of the historic structure and local landscape. The Commission expects the Consultant to study and report on alternates that include, but are not limited to the following:

- Lighting design utilizing LED and other state-of-the-art lighting materials including programmable matrix which will have the ability to provide enhanced visual qualities that result in colors and patterns (static and moving) that complement the existing structure.
- Reviewing the current system in place for the Trenton Makes Sign (Lower Trenton) as well as the Northampton Street TSB lighting system for compatibility. In doing so, the Consultant should take into consideration the hardware and software being used on that system and to the extent possible and if practical, utilize similar hardware and software for the U-F TSB.

The report should include renderings of the three (3) alternates studied by the Consultant. The study is to include a cost analysis and discussions of the pros and cons for each alternate including, but not limited to:

- Total construction costs
- Lifetime maintenance costs
- Operational costs
- Visual aesthetics

- Outline of electrical standards and codes to be use for the lighting design

The Consultant is to include in the report a recommendation of a preferred alternative for the Uhlerstown - Frenchtown Toll-Supported Bridge lighting. This recommendation shall be based upon the information presented in a decision matrix that is also to be included in the report. The Consultant shall provide a Draft and Final report within forty-five (45) calendar days of Notice-to-Proceed and is to be accompanied by a Quality Assurance Certification Form.

The Consultant shall attend a meeting with the Commission to discuss in detail the findings and recommendations included in the Draft Concept Study Report.

The Commission will provide, within ten (10) working days, comments on the Draft report. The Consultant shall revise and resubmit one electronic copy of the Final Report within ten (10) working days of receipt of the Commission's comments on the DRAFT Report.

The Consultant shall attend a meeting with the Commission to discuss in detail the revisions made to the Draft Concept Study Report and incorporated into the Final Report. All Project deliverables shall include electronic copies in Adobe Acrobat format, as well as; Microsoft Office, MicroStation Version SE.

### **Part III - Preliminary and Final Design Services**

The Commission anticipates the "letting" of one (1) construction bid package.

The plans and specifications shall be developed in accordance with the policy and procedures of the PENNDOT Publication 408-2016 Section 100 as revised by the Delaware River Joint Toll Bridge Commission, and the most recent edition of PENNDOT Publication 408-2016 Sections 200 – 1100 and all its supplements and changes. However, certain portions of the design may, as appropriate, conform to FHWA standards and/or NJDOT standards. Design will be performed in accordance with the AASHTO Seventeenth (17<sup>th</sup>) Edition (Bridge Design) and AASHTO Sixth (6<sup>th</sup>) Edition (Geometric Design) as supplemented by the PENNDOT design manuals, as applicable, and all as outlined within the Consultant's approved *Design Criteria* as specified in the *Condition Assessment and Recommendations Report* under Part II, Task C.

#### **Task A. Preliminary Design**

##### *a) Preliminary Design*

Based on the findings of the condition assessment and related engineering tasks, as well as the approved recommendations made in the *Condition Assessment Recommendations Report*, the Consultant shall proceed with the preparation of Preliminary Design Documents.

The Preliminary Design shall be in the form of 60% complete contract drawings of the elements to be constructed as detailed in the approved *Bridge Lighting Concept Study Report*, showing the scope of work, items of repairs / improvements, and details for new design or new features. A preliminary

construction cost estimate, preliminary construction schedule and outline specifications (special provisions and technical) are to be furnished.

The Preliminary Design, Pre-Final Design and Final Design shall be submitted on the same schedule as the remaining portions of the project. The submission requirements for pdf, CADD and CADD standards, as well as, Quality Assurance Certifications, remains the same as the remaining portion of the project.

***b) Electronic Surveillance System (ESS)***

The consultant shall coordinate project staging with the Commission's need to maintain an operational ESS system. Provisions for temporary relocation of cameras will be required. The consultant shall establish provisions in the contract documents for new conduit, fiber, electric supply, and boxes for the ESS system. Single phase, dedicated fiber is required for the final condition.

The consultant is required to coordinate with the Commission's ESS contractor for equipment and other hardware requirements associated with the ESS system.

***c) Architectural Lighting***

The preferred alternative developed by Domingo Gonzalez Associates (DGA) is intended to achieve subtle, color-programmable, illumination of the truss members and substructure units along the six-span truss bridge crossing. The luminaires will be controlled by a DMX system that will provide programmable, animated or static color shows across the length of the bridge. Tasks will include the design of the new lighting and upgraded electrical system (electrical equipment, components and wiring), including specifications, plans and all required bid documents, as well as providing the necessary post-design services. The scope of construction will consist of the upgrading of the electrical system (as necessary to support the lighting elements), and installation of a new LED system including testing and warranty.

The system shall be programable via networked or wireless remote network. The consultant shall provide the following: wall mounted work station in the adjacent bridge shelter; network port in an area of the bridge shelter (by a window) that is linked to the lighting control computer via laptop, networked and remotely networked (programming performed off-site). All hardware and software would be specified in the design and provided by the contractor.

The development of up to 50 lighting programs, similar to those being used at the Lower Trenton Bridge's "Trenton Makes the World Takes" sign.

The Preliminary Design shall be in the form of 60% complete contract drawings of the elements to be constructed as detailed in the approved *Bridge Lighting Concept Study Report*, showing the scope of work, items of repairs / improvements, and details for new design or new features. A preliminary construction cost estimate, preliminary construction schedule and outline specifications (special provisions and technical) are to be furnished.

The Preliminary Design, Pre-Final Design and Final Design shall be submitted on the same schedule as the remaining portions of the project. The submission requirements for pdf, CADD and CADD standards, as well as, Quality Assurance Certifications, remains the same as the remaining portion of the project.

*d) Bridge Roadway & Sidewalk Lighting and Electrical*

This task is for the development of a lighting design for the replacement of the bridge roadway lighting. Coordinate with the Commission to present up to three (3) alternative aesthetic bridge lighting fixtures for installation on the bridge structure as replacements for the existing fixtures. Fixtures shall be LED. Perform a lighting design to determine light placement and intensity.

In addition, this task is also for the replacement of the original electrical wiring and conduit, evaluating required electrical loads, providing a design for a new generator that can back up the new bridge roadway lighting, the new aesthetic architectural lighting, the NJ shelter, the ESS system, and all other systems owned by the Commission and associated with the bridge facility.

The consultant shall evaluate space constraints for the placement of the new generator and generator pad. It is assumed that the new generator will be located near the NJ shelter along with new and required electrical boxes, breakers panel and switch gear. The consultant shall coordinate with the gas utility in the area to provide gas service to the new generator.

It is the Commissions desire to have one electrical service provider.

*e) Preliminary Design Submission*

This submission will be required to be in the form of 60% complete contract drawings of the elements to be constructed as detailed in the approved *Condition Assessment and Recommendations Report*, showing the scope of work, items of repairs / improvements, and details for new design or new features. A preliminary construction cost estimate, preliminary construction schedule and outline specifications (special provisions and technical specifications) are to be furnished. Updated checked and finalized load rating calculations for any proposed member strengthening shall be provided in pdf format, including a ratings summary.

All plans will be prepared in English units. The Preliminary Design Submission is to include CADD drawing files compatible with Micro Station SE or more current edition, 11" x 17" PDF drawing files, specifications in Microsoft Word, and spreadsheets in Microsoft Excel, including Engineer's Estimate prepared in accordance with PENNDOT methods, along with a preliminary construction schedule in Microsoft Project format that will be required to be furnished to the Commission at the conclusion of the preliminary design.

The Preliminary Design submission shall be submitted within forty-five (45) calendar days after receipt of notice to proceed with Preliminary Design.



Comments on this complete submission on the part of the Commission are anticipated to be provided to the Consultant within fourteen (14) calendar days of receipt of the Preliminary Design Submission. It is anticipated that the Final Design Development will continue to progress during the fourteen (14) day review period.

**Task B. Final Design**

*a) Pre-Final Design Submission*

This submission will be required to be 100% complete when submitted.

This submission will include the Scope of Work, Notice to Contractors, Proposal and the Commission's General Provision boilerplate sections. The Consultant shall prepare a complete specification including, but not limited to, all special provisions and other technical specifications for the work. The Commission will provide electronic copies of a typical Construction Contract, for the Consultant to use as a template to prepare a complete set of specifications for the construction contract.

CADD drawing files compatible with Micro Station SE or more current edition, 11" x 17" PDF drawing files, specifications in Microsoft Word and PDF formats, and spreadsheets in Microsoft Excel and PDF formats, including the Engineer's construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission.

The Consultant will also be required, at this time, to submit the construction schedule using Microsoft Project scheduling software. The construction schedule and bar chart will identify major milestones and work activities for each phase of the project in sufficient detail to develop the duration of construction to complete the contract work items. The schedule will consider such items as construction staging, construction time limitations and scheduling restrictions.

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

The Consultant shall submit all calculations, in pdf format, checked, complete and indexed. It is anticipated that calculations will include, but not limited to, quantities, cost justification/back-up materials, updated member load ratings and any other calculations developed for the design of the proposed work.

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

*b) Final Design Submission*

This submission shall include incorporation of the Commission's Pre-Final Design Submission comments and consist of 100% complete "signed and sealed" contract drawings, specifications, an Engineer's construction cost estimate, and a construction schedule. The Consultant shall provide one (1) electronic thumb drive with plans, specifications, schedule, and cost estimate. The specifications are to include, as a minimum, the Scope of Work, Notice to Contractors, Proposal, Contract, Schedule of Prices, Special Provisions, General Provisions, Prevailing Wage Rates (provided by the Commission) and associated miscellaneous required elements typically provided for a Commission construction project. Digital copies of all drawing files must also be submitted in a format compatible with Micro Station SE or later version, and digital copies of all documents shall be provided in Microsoft Word and indexed PDF formats. Additionally, the Consultant shall provide an integrated PDF file of all bid documents.

Updated indexed project design calculations shall be submitted in PDF format. In addition, all electronic and executable files associated with this work shall be submitted on a thumb drive, including but not limited to, Word files, Excel files, executable bridge rating files, other design worksheets and files, etc.

It is anticipated that the Final Design Submission may include, as a minimum, the following components for the project:

- Title Sheet (1) with a Location Map and a list of utilities
- General Notes, Index to Drawings and Legend
- Summary of Quantities for Each Pay Item
- Typical Sections and Details
- Construction Plans
- Electrical and ESS Plans
- Utilities
- Construction Staging and Traffic Control
- Construction Details (as necessary to portray design concepts and unique requirements)
- Roadway Lighting Plans
- Architectural Lighting Plans
- Electrical Plans

The submission is also to include written responses to all of the Commission's comments that the Consultant received on the Pre- Final Design Submission and is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the Consultant has implemented QA/QC procedures in the development of the submission.

**The Consultant's Final Design Submission shall be submitted within fourteen (14) calendar days of receipt of comments for the Pre-Final Submission.**

## **Part IV – Post-Design Services**

### **Task A. Pre-Award Services**

#### *a) Pre-Award Services*

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

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

Upon completion of the bidding phase after bids are received and the contract is recommended for award, the Consultant will be required to incorporate all addenda into each construction document package and re-issue original documents in the form of signed and sealed “CONFORMED” contract set of plans and specifications which incorporates all bidding phase document changes and represents the final “as-designed” version of the contract documents. These contract documents are to be completed and submitted within ten (10) working days of the bid opening. The submission shall include one (1) full size set of Mylars, five (5) full size set of prints, ten (10) half size set of prints (11” x 17”), ten (10) Specifications and one (1) electronic thumb drive with Conformed plans and Conformed specifications along with a CADD set of the “CONFORMED” plans.

### **Task B. Post-Award Services**

#### *a) Post-Award Services*

Services include but are not limited to:

- Review of all Contractor submittals including shop drawings, material and equipment submittals.
- Attendance at the construction contract’s, pre-construction meeting, the CM/CI’s kick-off meeting and all Punch List meetings.
- Attendance at and preparation for same, bi-weekly progress and schedule update meetings. For proposal purposes assume a construction duration of one (1) construction Season / eleven (11) months for the construction contract and attendance at ½ of the bi-weekly construction progress and schedule update meetings.
- Respond to all Requests for Information including field visits to discuss these issues.
- Prepare Change of Plans and respond to any design related question and/or request for document clarification. The Consultant is responsible, at no cost to the Commission, to correct any errors or omissions on the plans.

- Preparing change order estimates and recommendations.
- Prepare Final as-built plans, in CADD, based on redline as-built field drawings provided by the CM/CI team overseeing the construction.

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

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

### **PROPOSAL SUBMISSION REQUIREMENTS**

The Prime Consultant shall submit one (1) electronic copy of their Technical Proposal and one (1) separate electronic copy of their Fee Proposal. The electronic copy of each the Technical and Fee Proposals shall be in PDF format, include 'bookmarks' for various sections, be searchable, and include the following:

#### **Technical Proposal**

**All components of the Technical Proposal shall utilize a minimum font size of 11; a minimum of 1/2-inch borders on each page; and reasonable length paragraphs.**

Components of the Proposal shall consist of the following:

1. Letter of Transmittal

A Letter of Transmittal that includes the business name, address, business type (e.g., corporation, partnership, joint venture), or anticipated business type for the Prime Consultant. The Letter of Transmittal is to include the address of the office where the final design services work will be performed. The letter should identify the primary contact person for this RFP procurement process and include the address, telephone number, fax number and e-mail address of this contact person. The Letter of Transmittal shall be signed by a Principal of the Prime Consultant.

In addition to the contact information, the Letter of Transmittal is to contain the following information:

- The letter should certify the truth and correctness of the contents of the Proposal;
- Identification of all sub-Consultant participants on the Consultant's team;

- A commitment to staff the Project with competent and experienced staff;
- A commitment to quality management and QA/QC standards;
- A statement that the Consultant will comply with all applicable federal, state, and local laws and regulations throughout the performance of the work.

The Letter of Transmittal shall be a maximum of two (2) pages in length and shall be addressed to **Kevin M. Skeels P.E., Chief Engineer; Attention Michael McCandless, P.E., Project Manager.**

2. Technical Proposal [not to exceed ten (10) single-sided, letter-sized (8 ½" x 11") pages, except as noted below] will be required to include:
  - a) **Understanding of the Project and Commission Needs.**
    - i. This section should include the following discussions:
      - a. After review of the background information, a description of the Consultant's understanding of the Project and the project goals.
      - b. Identify the Commission's critical issues for this project
      - c. Proposed communication methods/forums to keep the Commission informed of the status of Scope, Schedule, Budget, and potential issues affecting each.
      - d. Anticipated outside stakeholder communication efforts/requirements.
    - ii. Include an affirmative statement committing to meeting the intent of the Commission's Contract Compliance Program; and indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.
    - iii. The Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement and provide a sample "Certificate of Insurance" indicating that it can meet all the insurance requirements as shown in **Attachments II** of the RFP. Exceptions are discouraged. However, exceptions, if any, taken to these requirements must be described in this section.
  - b) **Management Approach to the Project.** Describe the methodology that will be used by Key Personnel to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to ensure the Commission's goal to complete the Scope of Services within the timeframes described above after receipt of the Notice of Award/Limited Notice to Proceed. The Approach to the Project, should include a discussion of the Consultant's means to maintain budget, maintain the required schedule, and deliver a quality finished Project.
  - c) **Detailed Work Plan** (not included in the ten (10) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.

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

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

Subconsultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each subconsultant Project Manager.

- f) **Ability to adhere to Commission's project schedule and budget.** The Consultant shall provide a "high level" Microsoft Project Schedule tied to its Detailed Work Program indicating how the Consultant intends to meet the Commission's goal for the completion of the project. The Consultant must also provide a "schedule narrative" describing the activities that are on the critical path and the contingency planning that the Consultant intends to undertake to minimize schedule slippages. The narrative is included in the ten (10) page Proposal limitation cited above. However, the Microsoft Project Schedule which can be submitted on 11"x17" paper is not included in the ten (10) page Proposal limitation cited above.
- 3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships (not included in the ten (10) page Proposal limitation cited above).
  - 4. One (1) single-sided page resume each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Resumes for the Prime Consultant's Project Manager and all the subconsultant's Project Managers are limited to two (2) single-sided pages (Resumes are not included in the ten (10) page Proposal limitation cited above).
  - 5. Completed Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) showing the hours estimated to complete the work. Provide a Schedule A for the Prime Consultant, each subconsultant and a summary for the Consultant Team (Schedule A's are not included in the ten (10) page Proposal limitation cited above).
  - 6. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** (not included in the ten (10) page Proposal limitation cited above).
  - 7. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only and not included in the ten (10) page Proposal limitation cited above).
  - 8. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only and not included in the ten (10) page Proposal limitation cited above).

9. Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted (Completed IBE Participation Forms are not included in the ten (10) page limit of the Proposal narrative cited above).
10. A description of the technical disciplines for which the Prime Consultant and each proposed subconsultant is pre-qualified by PENNDOT and/or NJDOT (not included in the ten (10) page Proposal limitation cited above).

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

### **Fee Proposal**

Letter of Transmittal [not to exceed one (1) page] stipulating a not-to-exceed Fee for the Tasks listed under Parts I, II, III and IV.

1. The proposed not-to-exceed Fee will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners (payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project) and routine secretarial and clerical services, times an "approved allowable multiplier" plus approved out-of-pocket expenses, limited to: mileage, mailings, printing and photographing and, specialized services performed by other firms at the Consultant's direction.

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

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

The Consultant, and all subconsultants, will submit documentation of their "approved overhead rate" with the Commonwealth of Pennsylvania as part of the Fee Proposal. The maximum overhead for this Agreement will be either the PA "approved overhead rate" or 150% whichever is lower. The Consultant, and all subconsultants, will include in its Fee Proposal a letter from PENNDOT/NJDOT indicating their approved overhead rate.

2. To evaluate the basis for the proposed not-to-exceed Fee, the Consultant will provide a cost proposal in the forms provided in Schedule B1 - Fee Proposal (**Attachment VIII**) and Schedule B2 - Fee Summary (**Attachment IX**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each subconsultant as well as Schedule B2 - Fee Summary for the Consultant team.
3. The Prime Consultant will be reimbursed for the actual billings by all subconsultants. Mark-ups will not be permitted on subconsultant costs.

4. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a sample monthly invoice for approval by the Commission. The sample invoice will be required to include a Progress Schedule indicating percent spent to date and physical percent complete for each of the major tasks listed in the Detailed Work Plan and for the project as a whole. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Work Plan; (3) Scope Modification/Project Issues; and (4) Schedule Adherence/Contingency Planning.

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

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

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

### **PROPOSAL SCHEDULE**

The Commission's Proposal Schedule is as follows:

<b><u>Proposal Schedule</u></b>	<b><u>Date</u></b>
Issue / Post RFP on Website	September 5, 2023
Pre-Proposal Submission Meeting	September 14, 2023
Closing Date for Submittal of Inquiries	September 21, 2023
Responses to Inquiries	September 28, 2023
<b>Closing Date for Proposal Submission - Submittal of Technical Proposal and Fee Proposal</b>	<b>October 10, 2023</b>
Oral Presentations (if required)	November 9, 2023
Authorization to Negotiate	December 18, 2023
Anticipated Award / Limited Notice to Proceed	January 23, 2024

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

1. See **Attachment I: Administrative and Contractual Information**.
2. It is the intention of the Commission to evaluate your Proposal in conjunction with those received from other firms. This will lead to a selection and an Agreement to be executed with the prospective Consultant for this work.



3. Technical Proposals and Fee Proposals must be delivered to the Commission electronically in separate bookmarked and searchable PDF files, prior to the time and date specified.
4. The Technical Proposal will be evaluated using the rating factors listed below.

Rating Criteria

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

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

Rating Criteria

- Did the team display an understanding of the objectives and the work plan? Did they demonstrate the technical skills / past experience to meet the Commission's schedule? Did the team demonstrate the ability to provide an effective, practical approach to the project?
  - Did the PM demonstrate his/her ability to effectively manage the team, multiple activities, schedule and budget?
  - Did the PM demonstrate his/her ability to effectively manage the team and gain stakeholder consensus (FHWA, PENNDOT, NJDOT, PADEP, NJDEP, etc.)?
  - Did the team demonstrate its ability to effectively work together and with the Commission Staff in a supportive manner?
  - Was the team effective/articulate in responding to questions raised by the Commission?
6. In the Overall Evaluation, the Technical Proposal will have a 60% weight and the Oral Presentations a 40% weight.
  7. Following the evaluation of the Technical Proposals and Oral Presentations, the TEC reviews its evaluation with the Senior Selection Committee (SSC). The SSC reviews with the Commission their findings of the best qualified Consultant(s) to negotiate scope and fee. The Commission then identifies the best qualified Consultant(s) to negotiate scope and fee.
  8. The Fee Proposal of the Consultant(s) selected by the Commission will then be opened. Thereafter, negotiations will be conducted with the top ranked Consultant(s). Upon completion of the scope and fee negotiations with the Consultant the TEC's findings will be reported to the

SSC. The SSC will report its findings to the Commission. The Commission will identify the Consultant whose scope and fee are deemed to be in the best interests of the Commission.

If a negotiated agreement cannot be reached with the Consultant within a reasonable amount of time, the negotiations will be terminated and the same procedure will be set in motion with the next Consultant, and so on.

9. In making its selection, the Commission is not required to accept the lowest cost, and may at its sole discretion, reject any Technical Proposals, which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.
10. There will be no debriefings for unsuccessful responders to the Commission's RFP.
11. The IBE Participation Target for this project is 25%.

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

12. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the Commission's evaluation of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing the final Proposal.
13. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
14. Proposals must be submitted by **3:00 PM**, local time, on the date indicated in the **Proposal Schedule** and transmitted by email / file transfer to the Program Manager – Structures ([mmccandless@drjtbc.org](mailto:mmccandless@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). Due to email attachment size limitations, Proposals may be divided in parts and transmitted by way of multiple emails provided the emails and their corresponding attachments are labeled accordingly. The Commission does not accept emails larger than 35MB in size.
15. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334 at 10:00 AM, local time, on the date indicated in the **Proposal Schedule**.
16. Inquiries concerning this RFP are to be directed, in writing, to Kevin M. Skeels, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 1199 Woodside Road, Yardley, PA 19067, Attention: Michael McCandless, Program Manager - Structures. Inquiries by e-mail are acceptable. Email inquiries are to be directed to the Project Manager ([mmccandless@drjtbc.org](mailto:mmccandless@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). The inquiry deadline is 3:00 PM, local time, on the date indicated in the **Proposal Schedule**.
17. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's

responsibility.

18. All Attachments (9 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

**ORIGINAL SIGNED BY**

KEVIN M. SKEELS, P.E.  
Chief Engineer  
KMS/mem

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-642A, CAPITAL PROJECT 1321A

PROFESSIONAL ENGINEERING DESIGN SERVICES

FOR

UHLERSTOWN - FRENCHTOWN TOLL-SUPPORTED BRIDGE

REHABILITATION DESIGN

**TABLE OF CONTENTS**

<b><u>ATTACHMENT</u></b>	<b><u>DESCRIPTION</u></b>
I	ADMINISTRATIVE AND CONTRACTUAL INFORMATION
II	INSURANCE AND INDEMNIFICATION REQUIREMENTS
III	INSURANCE AND INDEMNIFICATION CERTIFICATION FORM
IV	CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM
V	SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT
VI	QUALITY ASSURANCE FORM
VII	SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM
VIII	SCHEDULE B1 - FEE PROPOSAL
IX	SCHEDULE B2 - FEE SUMMARY

## **ATTACHMENT I**

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### **Signatures**

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

#### **Incurring Costs**

The Commission shall not be liable for any costs incurred by any Consultant in the preparation of its Proposal for the services requested by the Commission's Request for Proposal (RFP).

#### **News Releases**

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

#### **Addendum to RFP**

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

#### **Acceptance of Proposal**

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

#### **Rejection of Proposal**

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

Insurance and Indemnification Requirements

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

Right to Audit

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

## **ATTACHMENT II**

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

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

#### **INSURANCE:**

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

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

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

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee



- Bodily Injury by Disease: \$500,000 policy limit
  - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
  - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
- 2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
  - a) Occurrence Form with the following limits:
    - (1) General Aggregate: \$2,000,000
    - (2) Products/Completed Operations Aggregate: \$2,000,000
    - (3) Each Occurrence: \$1,000,000
    - (4) Personal and Advertising Injury: \$1,000,000
  - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
  - c) The General Aggregate Limit must apply on a per location/per project basis.
  - d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).
  - e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
- 3. Automobile Liability including Physical Damage:

Coverage to include:

  - a) Per Accident Combined Single Limit \$1,000,000
  - b) All Owned, Hired and Non-Owned Vehicles
  - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
  - d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.
- 4. Commercial Excess/Umbrella Liability:
  - a) Occurrence Limit: \$5,000,000
  - b) Aggregate Limit (where applicable): \$5,000,000
  - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
  - d) The Commercial Excess/Umbrella Liability policy shall be following form.

e) No Insured vs. Insured or “Cross Suits” Exclusion on the policy.

5. Property of Covered Party:

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

**ADDITIONAL COVERAGES AS NEEDED:**

7. Pollution/Environmental Impairment Liability Coverage:

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

a) Limits of Insurance:

\$2,000,000 Per Occurrence/Per Claim

\$4,000,000 Per Occurrence/Per Claim – Policy Aggregate

b) Claims Made coverage must be maintained for a period of at least three (3) years after final payment under the Contract.

c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.

d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:

1. Bodily injury and property damage to third parties

2. Natural resource damages
3. Pollution clean-up costs, including restoration or replacement costs
4. Defense costs
5. Fines, penalties and punitive damages
6. Transportation of waste material by or on behalf of the Covered Party
7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
8. Contractual Liability Coverage
9. Lead, Silica, Asbestos and Mold Coverages
10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the Commission or third parties.

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

8. Watercraft Liability Insurance:

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

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

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

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

**The Insurance requirements listed in Item 10 are waived for Contract No. C-642A – Uhlerstown - Frenchtown Toll-Supported Bridge Rehabilitation Design. 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 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 1199 Woodside Road, Yardley, 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  
1199 Woodside Road  
Yardley, Pennsylvania 19067

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

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

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

Sincerely,

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



ACORD®		Capital Program Consultants		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
<p>PRODUCER</p> <p>SAMPLE</p> <p>Effective 1/1/2012</p>				<p>CONTACT NAME:</p> <p>PHONE (A/C, No. Ext.):</p> <p>FAX (A/C, No.):</p> <p>ADDRESS:</p> <p>PRODUCER:</p> <p>CUSTOMER ID #:</p>			
INSURED				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 :			
<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b>      <b>REVISION NUMBER:</b></p> <p>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.</p>							
INSTR	TYPE OF INSURANCE	ADD SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC</p>		*Per Project or Per Location must be checked			EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (See occurrence)	\$
						VED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>					COMBINED SINGLE LIMIT (See accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DEDUCTIBLE:</p> <p>RETENTION \$</p>					EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N</p> <p>(Mandatory in NH)</p> <p>If yes, describe under SPECIAL PROVISIONS below</p> <p>Other applicable coverage shown here (see attached)</p>					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
						\$2,000,000 per occurrence / \$4,000,000 agg	
						\$1,000,000 - \$5,000,000 (Refer to Contract)	
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Contract# Certificate holder, the Commonwealth of PA, &amp; the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/when 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</p>							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
<p>Delaware River Joint Toll Bridge Commission</p> <p>110 Wood &amp; Grove Streets</p> <p>Morrisville, PA 19067</p>				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>			

**ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE  
OF INSURANCE:**

**CHOOSE ONE:**

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

**Or**

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

**Or**

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

POLICY NUMBER: Must Match GL Policy Number on  
Certificate

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

OR

Any organization where required by written  
contract

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

The Commission, the Commonwealth of Pennsylvania and the State of New Jersey or Any organization where required by a written contract

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

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

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

**2. Exclusions**

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

**ATTACHMENT III**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

CONTRACT NO. C-642A

UHLERSTOWN - FRENCHTOWN TOLL-SUPPORTED BRIDGE  
REHABILITATION DESIGN

\_\_\_\_\_  
(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in **Attachment II** of this RFP, and will comply and have any designated subconsultants comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract No. C-642A.

\_\_\_\_\_  
(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-642A

UHLERSTOWN - FRENCHTOWN TOLL-SUPPORTED BRIDGE  
REHABILITATION DESIGN

\_\_\_\_\_  
(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website [www.drjtbc.org](http://www.drjtbc.org) and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-642A.

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

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

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

\_\_\_\_\_

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

**ATTACHMENT V**

**SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT**

**CONTRACT NAME  
DRJTBC CONTRACT NO. C-642A**

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

**WITNESSETH:**

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

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

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

**WHEREAS**, the Commission in its letter dated \_\_\_\_\_ provided the Consultant with Notice of Award and is made a part hereof; and

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

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



**ARTICLE I – WORK AND SERVICES**

**A. Subject and Scope of Services**

1. The Scope of Services to be provided under this Agreement shall be as outlined in the Scope of Services of the Commission's Request for Proposal dated \_\_\_\_\_ and further supplemented by the Consultant's Technical Proposal and Fee Proposal dated \_\_\_\_\_. The above referenced Request for Proposal is attached hereto as Attachment A and made a part hereof. The Consultant's Technical Proposal and Fee Proposal is attached hereto as Attachment B and made a part hereof. The Commission's \_\_\_\_\_ Notice of Award letter is attached hereto as Attachment C and made part hereof.
2. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

**B. Staff and Facilities**

1. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.
2. Any person employed in or assigned to the performance of work or services hereunder by the Consultant shall be removed from such work or services upon notice from the Commission's Executive Director and/or his/her designee.
3. The Consultant shall not employ the Commission's employees in the performance hereof.
4. The Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the Commission, its Executive Director and/or his/her designee and all other Commission personnel for the prompt performance of this Agreement.

**C. Supervision**

1. The Consultant agrees that a Principal Officer of the Consultant will, at all times, have personal direction and charge of the Consultant's work to be performed hereunder and be available for meetings with the Commission's Executive Director and/or his/her designee.
2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this contract.

3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I.A.

**D. Confidentiality**

1. In the performance of the services for the Commission, the Consultant will receive information and knowledge respecting the confidential details of the business of the Commission. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by the Commission, shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the Commission, some of which may be prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the Commission. This shall include, but is not limited to, documents and objects relating to the Commission, its facilities, personnel or officials. Consultant shall not, except for use in performance of services to the Commission, copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for the Commission's benefit, either during Consultant's performance of services to the Commission or thereafter. Consultant agrees that Consultant will deliver all the aforementioned documents and objects that may be in Consultant's possession to Commission on termination of consultant's services for the Commission, or at any other time on Commission's request, together with Consultant's written certification of compliance.
2. Consultant agrees that Consultant will not, except as specifically authorized in writing by the Commission, disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the Commission its facilities, personnel or officials.

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

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

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

**B. Consultant**

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

**C. Employee of Consultant**

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

**ARTICLE III – COMPENSATION OF CONSULTANT**

**A. Terms of Compensation**

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

<b>Multiplier</b>	<b>PRIME</b>	<b>SUB 1</b>	<b>SUB 2</b>	<b>SUB 3</b>	<b>SUB X</b>
<b>Office</b>	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
<b>Field</b>	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

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

**B. Periodic Statements**

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the Commission a verified statement, supported by such original or other records and receipts as the Commission may request, all on forms and in accordance with the payment and audit procedures of the Commission, which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded hereunder. Such statement, when approved by the Commission as to form and items of claim, will be paid within thirty (30) days of submission of an acceptable statement.
2. The format for submitting invoices shall be consistent with the requirements as stipulated by NJDOT or as deemed acceptable to the Commission. Sample invoices shall be submitted to the Commission for approval a minimum of two weeks prior to the first official request for payment.

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

**A. Assignment or Transfer of Contract**

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

**B. Subcontracts**

1. The Consultant may obtain by subcontract, subject to written approval of the Commission's Executive Director and/or his/her designee, such supplemental professional and non-professional services or independent consultants as are necessary for the proper performance of this Agreement.

**ARTICLE V – LEGAL AND PUBLIC RELATIONS**

**A. Legal and Public Assignment or Transfer of Contract**

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

**B. Loss or Damage to Property of the Commission**

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

**C. Indemnification**

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

**D. Claims**

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

2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. Commission shall have the right to approve election of such counsel by Consultant with such approval not to be unreasonably withheld. In the event Commission determines that any counsel previously approved is not performing satisfactorily, Commission shall have the right to require that Consultant either choose a replacement counsel acceptable to the Commission or engage additional counsel for the Commission who is acceptable to the Commission.

**E. Non-Discrimination**

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

**F. Laws to be Observed**

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

**G. Familiarity with Laws, etc.**

1. The Consultant shall familiarize himself with all federal, state and local laws, including the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall discover any provision in this, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Commission's Executive Director and/or his/her designee in writing.

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

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

A. Work Change Orders

1. The Commission or its Executive Director and/or his/her designee may from time to time by written order require additional work and services to be performed by the Consultant. The Consultant shall submit a proposal to include scope and level of effort for each task, in writing, to perform the requested additional work and services for review and approval, within 10 calendar days after receipt of the request from the Commission. Payment for this work will be made on the basis of direct professional and technical salaries times the approved multiplier plus approved out-of-pocket expenses and subconsultant and approved specialized services at cost.

**B. Work to Become the Property of the Commission**

1. All notes, designs, drawings, specifications and other technical data of the Consultant and subconsultant(s), as well as job related records and other data including electronic data, concerning the services hereunder shall become the property of the Commission and the Commission shall have the right to use all or any part thereof for the sole purposes of the Commission, when and where the Commission may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the Commission whenever requested by it, and, in any event, upon completion of the work hereunder.

**ARTICLE VII – CONSULTANT’S INSURANCE**

**A. Consultant’s Insurance**

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

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

**A. Consultant’s Records and Accounts**

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

**B. Inspection by the Commission**

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



**ARTICLE IX – TERMINATION**

**A. Default of Consultant**

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

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

1. The Agreement may be terminated by the Commission upon fifteen (15) calendar 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. In no event shall the Consultant's loss of anticipated profits be relevant in determining the amount of such payments.

**ARTICLE X – SUCCESSORS OF THE PARTIES**

**A. Successors of Parties**

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

**ARTICLE XI – DEFINITIONS**

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

**ARTICLE XII – MISCELLANEOUS**

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

If to the Commission: Delaware River Joint Toll Bridge Commission  
Administration Building  
1199 Woodside Road  
Yardley, Pennsylvania 19067  
Attn: Kevin M. Skeels, P.E, Chief Engineer

If a legal matter copies to:

Archer & Greiner, P.C.  
Three Logan Square  
1717 Arch Street, Suite 3500  
Philadelphia, PA 19103

and

Florio, Perrucci, Steinhardt & Fader, L.L.C.  
235 Frost Avenue  
Phillipsburg, NJ 08865

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

- C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey or the Commonwealth of Pennsylvania, as the Commission so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of New Jersey or the Commonwealth of Pennsylvania, and the United States for the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.
- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.
- E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

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

DELAWARE RIVER JOINT TOLL BRIDGE  
COMMISSION:

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

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

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

ATTEST:

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

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

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

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

Attachments:

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

Exhibits:

- A. Insurance Requirements.

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

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

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

**Project Name:** Uhlerstown - Frenchtown Toll-Supported Bridge Rehabilitation Design

**Client's Project Number:** C-642A **Consultant's Project Number:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Client's Task Number:** \_\_\_\_\_ **Consultant's Task Number:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**ATTACHMENT VII  
SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM**

PRIME CONSULTANT NAME			
Part	Task	Task Description	Total
<b>I</b>		<b>General Activities of the Consultant</b>	
<b>I</b>	<b>A</b>	<b>Project Management</b>	
	a)	Manage the Project	0
	b)	Administer the Project	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>I</b>	<b>B</b>	<b>Project Specific Quality Assurance Plan</b>	
	a)	Project Specific Quality Assurance Plan	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>I</b>	<b>C</b>	<b>Coordination and Meetings</b>	
	a)	Commission Coordination	0
	b)	Other Agency Coordination	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>I</b>	<b>D</b>	<b>Utility Coordination</b>	
	a)	Utility Coordination	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>I</b>	<b>E</b>	<b>Public Involvement</b>	
	a)	Public Involvement	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>I</b>	<b>F</b>	<b>Unforeseen Services</b>	
	a)	Unforeseen Services	NA
		<b>SUB-TOTAL HOURS</b>	<b>NA</b>

**ATTACHMENT VII (CONTINUED)  
SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM**

Part	Task	Task Description	Total
<b>II</b>		<b>Assessment and Evaluation</b>	
<b>II</b>	<b>A</b>	<b>Assessment and Evaluation</b>	
	a)	Project Research	0
	b)	In-Depth Inspection	0
	c)	Bridge Load Rating	0
	d)	Constructability, Staging, and Maintenance and Protection of Traffic	0
	e)	Design Criteria	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>II</b>	<b>B</b>	<b>Load Rating Report and Condition Assessment &amp; Recommendations Reports</b>	
	a)	General	0
	b)	Report Submissions	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>II</b>	<b>C</b>	<b>Bridge Lighting Concept Study Report</b>	<b>0</b>
<b>III</b>		<b>Preliminary and Final Design Services</b>	
<b>III</b>	<b>A</b>	<b>Preliminary Design</b>	
	a)	Preliminary Design	0
	b)	Electronic Surveillance System (ESS)	0
	c)	Architectural Lighting	0
	d)	Bridge Roadway & Sidewalk Lighting & Electrical	0
	e)	Preliminary Design Submission	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>III</b>	<b>B</b>	<b>Final Design</b>	
	a)	Pre-Final Design Submission	0
	b)	Final Design Submission	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>



**ATTACHMENT VII (CONTINUED)  
SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM**

Part	Task	Task Description	Total
IV		Post Design Services	
IV	A	Pre-Award Services	
	a)	Pre-Award Services	0
		SUB-TOTAL HOURS	0
IV	B	Post-Award Services	
	a)	Post-Award Services	0
		SUB-TOTAL HOURS	0
TOTAL HOURS			0

**ATTACHMENT VIII  
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>I</b>		<b>General Activities of the Consultant</b>								
<b>I</b>	<b>A</b>	<b>Project Management</b>								
	a)	Manage the Project								0
	b)	Administer the Project								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>B</b>	<b>Project Specific Quality Assurance Plan</b>								
	a)	Project Specific Quality Assurance Plan								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>C</b>	<b>Coordination and Meetings</b>								
	a)	Commission Coordination								0
	b)	Other Agency Coordination								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**ATTACHMENT VIII (CONTINUED)  
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>I</b>	<b>D</b>	<b>Utility Coordination</b>								
	a)	Utility Coordination								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>E</b>	<b>Public Involvement</b>								
	a)	Public Involvement								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>F</b>	<b>Unforeseen Services</b>								
	a)	Unforeseen Services								
		<b>SUB-TOTAL HOURS</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
		<b>SUB-TOTAL HOURS - PART I</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate) - Part I</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART I</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**ATTACHMENT VIII (CONTINUED)  
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>II</b>		<b>Assessment and Evaluation</b>								
<b>II</b>	<b>A</b>	<b>Assessment and Evaluation</b>								
	a)	Project Research								0
	b)	In-Depth Inspection								0
	c)	Bridge Load Rating								0
	d)	Constructability, Staging, and Maintenance and Protection of Traffic								0
	e)	Design Criteria								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>II</b>	<b>B</b>	<b>Load Rating and Condition Assessment &amp; Recommendations Report</b>								
	a)	General								0
	b)	Report Submission								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>SUB-TOTAL HOURS - PART II</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate) - Part II</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART II</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**ATTACHMENT VIII (CONTINUED)  
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>III</b>		<b>Preliminary and Final Design Services</b>								
<b>III</b>	<b>A</b>	<b>Preliminary Design</b>								
	a)	Preliminary Design								0
	b)	Electronic Surveillance System (ESS)								0
	c)	Architectural Lighting								0
	d)	Bridge Roadway & Sidewalk Lighting & Electrical								0
	e)	Preliminary Design Submission								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>III</b>	<b>B</b>	<b>Final Design</b>								
	a)	Pre-Final Design Submission								0
	e)	Final Design Submission								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>SUB-TOTAL HOURS - PART III</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate) - Part III</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART III</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**ATTACHMENT VIII (CONTINUED)  
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>IV</b>		<b>Post Design Services</b>								
<b>IV</b>	<b>A</b>	<b>Pre-Award Services</b>								
	a)	Pre-Award Services								0
		<b>SUB-TOTAL HOURS</b>		0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>IV</b>	<b>B</b>	<b>Post-Award Services</b>								
	a)	Post-Award Services								0
		<b>SUB-TOTAL HOURS</b>		0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>SUB-TOTAL HOURS - PART IV</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate) - Part IV</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART IV</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HOURS</b>			0	0	0	0	0	0	0	0
<b>AVERAGE RATE (Composite Rate)</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL DIRECT LABOR</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**ATTACHMENT IX  
SCHEDULE B2 - FEE SUMMARY**

**LABOR  
EXPENSES**

Total Direct Labor	\$	0.00
Overhead @ _____ %	+	\$ 0.00
Total Direct Labor + Overhead	\$	0.00
Fee @ 10 %	+	\$ 0.00
Total Labor Expenses	\$	0.00

**OTHER DIRECT  
EXPENSES**

Unforeseen Services -		\$ 100,000.00
Total Other Direct Expenses	\$	100,000.00

**SUB-CONSULTANT EXPENSES**

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

**OUT-OF-POCKET  
EXPENSES**

Mileage -	_____	per mile @	_____	Miles	\$	0.00
Tolls -	_____	per toll @	_____	Tolls	\$	0.00
		per copy				
Copying -	_____	@	_____	Copies	\$	0.00
		per copy				
Color Xerox -	_____	@	_____	Copies	\$	0.00
		per copy				
Plan Reproduction -	_____	@	_____	Copies	\$	0.00
Postage -	_____	per item @	_____	Items	\$	0.00
Expedited Postage -	_____	per item @	_____	Items	\$	0.00
Film Developing -	_____	per roll @	_____	Rolls	\$	0.00
Other -					\$	0.00
Other -					\$	0.00
Other -					\$	0.00
Other -					\$	0.00
Other -					\$	0.00
Other -					\$	0.00
Total Out-of-Pocket Expenses					\$	0.00

**TOTAL NOT-TO-EXCEED FEE \$ 100,000.00**