



"Preserving Our Past, Enhancing Our Future"

January 18, 2024

To: All Consultants

Re: Request for Proposals (RFP)
Professional Engineering Services
Preliminary Engineering and Environmental Documentation for the
Washington Crossing Bridge Replacement
DRJTBC Contract No. C-697A Capital Project 1510A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional engineering services in support of the Preliminary Engineering and Environmental Documentation for the Washington Crossing Bridge Replacement project.

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

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

The intent of this RFP is for the Commission to select a 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.

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, that 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.

1199 Woodside Road
Yardley, Pennsylvania 19067
Phone (267) 394-6700

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 providing preliminary engineering and environmental documentation type services in support of bridge replacement type projects in accordance with National Environmental Protection Act (NEPA) requirements.

The Consultant 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 Bridge Inspection, Cultural Resource, Design Support Services, Environmental Mitigation Plans, Environmental Studies, Field Surveying, Geotechnical Investigation, Photogrammetric, Roadway Design, Structure Design, Traffic Engineering, and Utility Location/Designation, 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 it is pre-qualified as of the date of the proposal submission to do business with the Commonwealth of Pennsylvania and/or State of New Jersey.

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 Administration Building in Yardley, PA. 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 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. 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) under Doing Business.

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

Ms. Christine A. Baker
Director of Contract Compliance
1199 Woodside Road
Yardley, PA 19067
(267) 394-6700, ext. 6564 (office)
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.

BACKGROUND

General

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 eleven (11) bridges over the river, including three (3) sets of parallel main river bridges, and the remaining twelve (12) are “Toll-Supported Bridges” (tolls are not collected on these bridges). In total, the Commission owns and operates 62 bridges, including the 23 bridges over the Delaware River and 39 approach bridges. Included in these 62 bridges are five (5) pedestrian bridges and one (1) pedestrian tunnel. The Commission has numerous operations and maintenance buildings and garages located throughout its jurisdiction to support the efforts required to manage its bridges.

Washington Crossing Toll-Supported Bridge

The Washington Crossing Toll-Supported Bridge (WCTSB) is a six-span, riveted steel double Warren truss bridge using 277 tons of steel. The truss was erected in 1904 on piers built in 1831 to support the original wooden bridge. The length on the bridge is 876'-7" back wall to back wall and the length of the spans are 143', except for span number 3 which is 137' in length. The bridge has the narrowest width available to traffic of any Commission-owned crossing. The roadway, which carries two lanes of traffic, has a clear width of 15' between wheel guards with a 5" open steel grid floor. The New Jersey approach roadway has a sharp S-curve making it difficult for vehicles to enter/exit the bridge without encroaching into the oncoming traffic lane. Pedestrian traffic is also accommodated via a 3'-6" wide wood plank walkway, cantilevered outside of the downstream truss. The bridge is currently posted for a 3-ton weight limit and a 15-mph speed limit.

The trusses are approximately 24' deep. The upper chords and end posts have a box section composed of top plate, side channels and lacing bars across the bottom. All other truss members consist basically of two angles spaced 7" to 8" apart, back-to-back; in addition, compression diagonals have either lacing bars or batten plates between the angles. Single angles are used for the under deck lateral bracing and for the portals. Upper chord lateral struts consist of a 6" wide flange section. Upper lateral braces are 7/8" diameter rods. All truss and bracing connections are made with high strength bolt or riveted gusset plates.

The floor system consists of a 5" open grating type deck supported by transverse rolled steel floor beams at each panel point and seven lines of rolled steel roadway stringers. In addition to galvanized steel channel wheel guards the trusses are protected from collision damage by galvanized steel railings and angle posts attached to the wheel guards and fascia roadway stringers.

The piers and abutments are rubble stone faced masonry, built in 1831. Piers are stone filled and built on timber crib foundations, surrounded by stone riprap and concrete aprons. The second pier from the Pennsylvania side consists of a cast-in-place architectural finish. Three wing walls are also of stone masonry but the upstream wing wall on the New Jersey abutment is an open-face crib wall. One wing

wall at each abutment has been partially strengthened or extended with a concrete buttress. A concrete buttress also helps strengthen the back wall of the New Jersey abutment.

The WCTSB facility has been the subject of various improvements including, but not limited to, the following:

- 1951 - 5" open grate floor.
- 1963 - Bridge painted.
- 1973 - Bridge painted.
- 1975 - Replacement of roller expansion shoes with sliding plate shoes.
- 1976 - In-depth inspection and structural analysis by Edwards & Kelcey, Inc.
- 1981 - Erection of new overhead clearance and load limit sign structures.
- 1981 - In-depth inspection and rating review by A.G. Lichtenstein & Associates, Inc.
- 1982 - Strengthen lower chord members (Contract No. 280).
- 1983 - Pennsylvania approach upstream retaining wall repaired with a new concrete section poured in place by Commission maintenance forces.
- 1983 - Pennsylvania approach overlaid with bituminous concrete.
- 1983 - Bridge sandblasted and painted (Contract No. 282).
- 1985 - Replacement of timber walkway by Commission maintenance forces.
- 1987 - Installation of high-pressure sodium vapor luminaries, wiring and controls by Commission maintenance forces.
- 1987 - New Jersey approach overlaid with bituminous concrete.
- 1990 - Replacement of 12 TFE stainless steel slide bearings by Commission maintenance forces.
- 1993 - In-depth inspection and finite element analysis by Canger & Cassera, Inc.
- 1994 - Major rehabilitation of truss members, walkway and both approaches. Blast cleaned, metallized and painted (Contract No. 326).
- 2004 - Bridge expansion joint replacement (Contract No. TS-428A).
- 2009 - Installation of Electronic Surveillance/Detection System (Contract No. DB-396A).
- 2009 - In-depth inspection and evaluation by Dewberry-Goodkind, Inc.
- 2010 - Repairs to the PA approach roadway, substructure and superstructure as well as a replacement of the lighting system (Contract No. TS-442A).
- 2014 - Reset displaced stone masonry at Pier #3 (Contract No. DB-656A).
- 2020 - Erection of new overhead clearance and load limit sign structure on the NJ approach.
- 2020 - Installation of mid-block crossing signal on the NJ approach.

The Commission has explored various long-term improvement / replacement options for the WCTSB including 1) Preliminary Engineering Feasibility Report for Replacement of the Washington Crossing Bridge (1974), 2) Feasibility Study - Improvements to Washington Crossing Bridge Over Delaware River (1981), 3) Concept Study Report - Long-Term Improvements (2009), 4) Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021) and 5) Draft Washington Crossing Bridge Replacement Feasibility Study Report - Update (2022).

The WCTSB carries more than 50K local, commuter and tourist vehicles per week, is used by local and tourist pedestrians daily, and serves as a viewing platform for the annual reenactment of General George Washington's river crossing on Christmas Day.

In accordance with its mission to provide safe and efficient river crossings between Pennsylvania and New Jersey, the Commission desires to proceed with the replacement of the WCTSB to address operational and safety issues.

GENERAL PROJECT OVERVIEW

Project Description

The existing WCTSB 193-year-old substructure and 120-year-old superstructure has experienced structural deterioration and does not meet current design standards, which creates reliability and safety concerns. Accordingly, the Commission is preparing to replace the WCTSB that connects County Route 546 in Hopewell Township, New Jersey with PA Route 532 in Upper Makefield Township, Pennsylvania.

The 2021 Draft Washington Crossing Bridge Replacement Feasibility Study Report together with the 2022 update, identified the engineering and environmental feasibility of replacing the WCTSB. The study expanded upon previously identified alternatives focusing on various structure rehabilitation and replacement alternatives involving six (6) alignment alternatives including, but not limited to, realignment and profile adjustments.

The Project includes scoping, preliminary engineering, environmental services, alternatives analysis, public involvement, documentation and other professional engineering type services for the replacement of the WCTSB to address existing bridge and approach roadway geometric and structural deficiencies as well as provide a safe and efficient vehicular and pedestrian crossing of the Delaware River between the Washington Crossing Historic Park located in Washington Crossing, PA and the Washington Crossing State Park located in Titusville, NJ. These parks preserve the history of General George Washington's crossing the Delaware River during the Revolutionary War and provide historical and recreational park destinations.

The existing six-span truss structure is anticipated to be replaced with a new multi-span structure on a modified alignment to include an increased roadway width to accommodate 12-foot wide travel lanes with 4-foot to 6-foot wide shoulders, a 10-foot wide pedestrian/bicycle multi-use path on upstream side of the structure connecting with existing paths on each side of the river and as further described herewith in this RFP. The new structure is anticipated to result in minor improvements to the Pennsylvania approach roadway to accommodate the wider structure as well as realignment of the New Jersey approach roadway.

It is anticipated that an Environmental Assessment (EA) document, developed in accordance with the National Environmental Protection Act (NEPA), will be needed to obtain the required environmental clearance for the proposed bridge replacement.

Project Area

The project area encompasses approximately 0.1 miles of General Washington Memorial Boulevard (PA Route 532) in Pennsylvania between the western project limit at the River Road (PA Route 32) intersection and the west bank of the Delaware River; approximately 0.1 miles of Washington Crossing Pennington Road (County Route 546) in New Jersey between the eastern project limit at the River Road (NJ Route 29) intersection and the east bank of the Delaware River; approximately 100 yards of River Drive in New Jersey extending north from the Washington Crossing Pennington Road (County Route 546) intersection; and the WCTSB spans over the Delaware River for a distance of approximately 0.2 miles.

The project area is to be revisited and updated over the course the Project as more information about becomes available.

Project Goals

The Project will support a diverse range of goals involving, but not limited to, mobility, the environment, recreation, cultural history, and community as described below.

The overarching goal of the Project is to improve mobility and to provide a safe and reliable river crossing for vehicles and pedestrians. The Project will upgrade safety and traffic operational conditions thus alleviate recurring and future traffic congestion on the WCTSB and adjoining roadway segments in Pennsylvania and New Jersey. The Project will support continued economic development and interstate commerce by accommodating the movement of people and goods and provide access for community facilities and emergency services between Pennsylvania and New Jersey.

Environmental goals include the preservation of the quality of existing habitat associated with the Delaware River and its associated resources including wetlands, threatened and endangered plant and animal species, and aquatic resources.

Pennsylvania's Washington Crossing Historic Park, New Jersey's Washington Crossing State Park, and New Jersey Delaware and Raritan Canal State Park have goals to maintain or improve access for vehicular, pedestrian, and bicycle recreational users and tourists that visit their historical park facilities.

Cultural and historic stakeholder goals include minimizing historical impacts wherever possible and implementing context sensitive design solutions.

Community goals include maintaining the charming small town and historical environment of the surrounding areas.

Project Schedule

The Consultant is complete the scope of services outlined herein and with the goal of obtaining a Finding of No Significant Impact (FONSI) within thirty (30) months of notice-to-proceed.

Project Funding

This preliminary engineering and environmental documentation effort is fully funded by the Commission.

SCOPE OF SERVICES FOR THE PROPOSAL

The Commission provides the following Scope of Services comprised of six (6) parts as outlined below:

- PART I - General Activities of the Consultant
- PART II - Project Scoping
- PART III - Preliminary Engineering
- PART IV - Environmental Services
- PART V - Alternatives Analysis
- PART VI - Public Involvement
- PART VII - Environmental Documentation

The Consultant is encouraged to amplify upon this Scope of Services in their proposal, as appropriate, with the goal of obtaining a FONSI within thirty (30) months of notice-to-proceed.

Unless specified otherwise, all work on the main river bridge and the Pennsylvania approach shall conform to current editions of the Pennsylvania Department of Transportation (PennDOT) Standards and Design Manuals. All work on the New Jersey approach shall conform to current editions of the New Jersey Department of Transportation (NJDOT) 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.

Part I - General Activities of the Consultant

Task A. Project Management

1) 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 for attendee review.

The Prime Consultant will be required to report subconsultant utilization using an internet-based service supported by the Commission's Contract Compliance Department. 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.

2) Administer the Project

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

- Assemble and direct the team, including subconsultants
- Conduct the project kick-off meeting
- Serve as the single point of contact for project communication
- Represent the Commission at all external meetings
- Coordinate project issues with outside agencies
- Schedule project development activities
- Review deliverables for quality and assure compliance with Consultant's Project Specific Quality Assurance Plan
- Monitor team performance and project development
- Control project costs
- Promote an atmosphere of good public relations and customer satisfaction
- Coordinate the flow of information concerning the Project
- Prepare / maintain project contact list
- Schedule and attend meetings
- Prepare meeting agendas and meeting minutes
- Maintain correspondence files
- Monitor budget and invoicing
- Ensure stated deliverables are delivered within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, 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 approach, and/or adjustments to details to increase anticipated rate of construction.

Task B. Project Specific Quality Assurance Plan

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

Task C. Coordination and Meetings

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

1) Commission Coordination

The Consultant will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting its activities with the Chief Engineer of the Commission to ensure an expeditious exchange of information. At a minimum, status meetings will take place once a month 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 for attendee review. The Commission will be informed of all meetings with other agencies, government officials and/or groups in advance so that Commission personnel can elect to attend if deemed necessary, solely at the Commission's discretion. Unless the project duration is extended by the Commission through a written modification the cost of any additional Commission Coordination meetings which are due to the Consultant's inability to complete the Project within the specified time specified herein shall be borne by the Consultant and shall not be billed to the Commission.

2) Other Agency Coordination and Permitting

The Consultant shall identify and provide the Commission with a list of Federal, State, Local, Municipal and other agencies that require coordination as described herein this Scope of Services. 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, III, IV, V, VI and VII** 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.

Task D. Utility Coordination

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

- Identify and locate all utilities within the project limits including, but not limited to, roadway / bridge lighting, water service, sewer service, gas service, drainage system, communication cabling, traffic counting loops, electronic surveillance / detection system and U.S. Geological Survey river gage.
- In compliance with PA Act 287 (as amended by PA Act 187), telephone the PA One Call System at (800) 242-1776, or 811 and with New Jersey's N.J.S.A. 48:2-73 et seq contact the NJ One Call System at (800) 272-1000 and request maps of utility facilities within the project limits.
- Send correspondence to the name and address on the PennDOT and NJDOT utility lists.
- Communicate with the municipalities to verify location of any traffic signal facilities 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.
- Contact all utilities within the project limits to verify the type, size and location of their facilities, including the Commission's Maintenance Department, as the Commission is not affiliated with either of the PA or NJ One Call Systems.
- Determine conflicts with utilities and develop details for protecting the same.

Task E. Unforeseen Services

The Consultant shall include a Pre-Determined Amount (PDA) item in their Fee Proposal in an amount of \$500,000 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 - Project Scoping

Task 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.

Material available for review from the Commission includes but is not limited to:

- The Commission's "General Information on the Non-Toll Bridges"
- Documents related to the original construction of the bridges and approach roadways
- Documents related to the many rehabilitations and repair projects undertaken since the original construction of the bridge facilities
- In-depth inspection and structural analysis/rating/evaluation reports

- Preliminary Engineering Feasibility Report for Replacement of the Washington Crossing Bridge (1974)
- Feasibility Study - Improvements to Washington Crossing Bridge Over Delaware River (1981)
- Concept Study Report - Long-Term Improvements (2009)
- Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021)
- Draft Washington Crossing Bridge Replacement Feasibility Study Report - Update (2022)
- Toll-Supported Bridge Inspection Field Notes (2022)
- Toll-Supported Bridge Annual Maintenance Report (2022)
- Toll-Supported Bridge Annual Inspection Report (2022)

The existing materials referenced above will be made available by the Commission for inspection and review, by appointment only. Consultants interested in responding to this RFP who would like to review the available information should contact the Commission's Project Manager for this contract to schedule this appointment.

Task B. Regulatory Obligation Review

The Commission, as an entity created by bi-state compact, exists within a unique regulatory structure. To maintain fidelity to this structure, the Commission shall establish the legal analysis applicable to all potential regulatory authorities to determine their applicability to the Project. Using that analysis, the Consultant shall conduct a review of any regulatory obligations deemed applicable to the Project, including, but not limited to, the National Environmental Policy Act (NEPA).

Task C. Lead Agency Designation

Guided by the Regulatory Obligation Review, the Consultant shall evaluate all lead agency type options available for the Project and shall provide the Commission with a recommendation. Work is to include all efforts associated with the designation of the lead agency responsible for the action in question as well as all cooperating and participating agencies.

This task shall conclude with a Memorandum of Agreement between the Commission, lead agency and, as appropriate, select cooperating agencies creating a partnership to progress the preliminary engineering and environmental documentation as well as establish the roles and responsibilities of all parties.

Part III - Preliminary Engineering

The Consultant shall perform preliminary engineering services of sufficient detail to support the Alternatives Analysis (**Part V**) portion of the Project. These efforts are anticipated to make best use of the product of the Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021) and its Update (2022).

Task A. Design Criteria

The Consultant shall identify task specific design-related codes, specification requirements, and methodology descriptions to which the Consultant will conform in each discipline for the preliminary engineering part of the Project. Any 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.

All areas where minimum design values of controlling criteria cannot be met will require a design exception. Design exceptions shall be minimized to the greatest extent possible. A list of design exceptions for the Project shall be developed, revisited, and updated over the course the Project as more information about becomes available.

Task B. Survey & Data Collection

The Consultant shall perform field survey and conduct data collection efforts to document existing conditions within the project study area to be defined as part of the Project.

1) Existing Bridge Inspection

The Consultant shall conduct a visual and hands-on inspection of all bridge elements for the purpose of preliminary engineering, including load rating calculations, a fatigue analysis and a seismic evaluation.

In the event that the Consultant discovers a potentially major finding during the performance of the Existing Bridge Inspection or subsequent evaluations which could reduce the load rating capacity of the bridge as determined by previous inspections, or require Priority 1 - Emergency Response repairs, and/or require vehicular or pedestrian traffic restrictions to be imposed, the Consultant will notify the Commission immediately.

2) Topographic Survey and Aerial/Base Mapping

The Consultant is responsible for developing new aerial photogrammetric mapping for the Project that reflects current conditions. The locations of all utilities shall be field verified and shown on the mapping. The Consultant is to obtain, in the field, all dimensions necessary for Project.

The Consultant shall provide for all necessary horizontal and vertical ground control for the new base mapping. Permanent traverse points shall be used for the ground control (including ties) with the locations and elevations plotted onto the mapping. Ties for all available GPS monumentation, if used, shall also be plotted onto the mapping.

3) Traffic Data

The Consultant shall prepare a detailed plan describing the sequencing and scheduling of all traffic data collection efforts, including proposed days/hours for counts. The plan shall ensure that peak traffic hours (i.e. weekday morning, weekday evening, weekend, seasonal, school year, commuter, recreational, etc.) are reflected relative to WCTSB traffic and PA/NJ park area traffic as well as the time period(s) during which WCTSB closures and detours are anticipated.

This task includes collection and verification of traffic data from within the study area, including detour routes, as required for the Project and as outlined below.

- Vehicular, pedestrian and bicycle type through traffic counts

- Vehicular, pedestrian and bicycle type intersection traffic counts to include turning movements
- Crash data from Commission, PennDOT, NJDOT, counties, municipalities, local and State Police, etc.
- As-built traffic signal plans including traffic signal timings
- Published and/or otherwise available historical vehicular, pedestrian and bicycle traffic counts
- Historical bridge vehicular traffic counts from the Commission
- Information on approved, anticipated and/or planned land developments, infrastructure improvements and ITS/security deployments within the study area

Traffic counts shall include classification of passenger cars, light trucks, heavy trucks, buses, pedestrians and bicycles.

During traffic counts, relevant observations related to traffic operations is to be recorded, including: length and duration of queues; apparent safety issues including “near misses”; and any other phenomena deemed relevant to the Project.

4) Field Data

The Consultant shall conduct field observations and collect field data within the study area and along anticipated detour routes to collect information including, but not limited to, the following.

- Existing roadway and shoulder widths, and corner radii
- Existing pavement markings and lane configurations
- Existing areas of constrained sight distance on roadways and at intersections
- Existing traffic controls
- Existing on-street parking areas and parking restrictions
- Traffic control devices and speed limits
- Roadway lighting
- Weight restrictions
- Vertical clearance restrictions
- Sensitive areas (e.g. schools, parks, high pedestrian and bicycle areas)
- Police and emergency management facilities

5) Utilities Identification and Verification

The Consultant shall advise existing utility owners of the Project and request information about any facilities near the project area. Secure and verify information relating to the location of the existing utility facilities and their rights-of-way within the project limits and include this information on the plans.

Additionally, the Consultant shall identify any changes to existing utility facilities and their rights-of-way for the Project and include this information on the plans.

Task C. Alternatives Development

The Consultant shall develop a range of alternatives for the Project that are technically and economically feasible and meet the Purpose and Need. The range of alternatives are anticipated to

consider the approaches listed below and include those included in the Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021) and its Update (2022).

- Reconstruct existing structure
- Construct new structure on existing alignment
- Construct new structure on new alignment
- Improve New Jersey approach roadway alignment
- Relocate walkway to the upstream side

Additionally, a No Build alternative shall be developed and carried through the EA as a baseline for comparison to the Build alternatives.

1) Preliminary Bridge Design

The Consultant shall provide preliminary bridge-type design services in support of developing alternatives. The scope and level of design shall be of sufficient detail to support the Alternatives Analysis (Part V) portion of the Project.

2) Preliminary Roadway Design

The Consultant shall obtain/provide preliminary roadway-type design services in support of developing alternatives. The scope and level of design shall be of sufficient detail to support the Alternatives Analysis (Part V) portion of the Project.

Task D. Traffic Analysis

Perform traffic analysis to, at a minimum, help identify a preferred alternative; to assess traffic impacts during construction and the need for mitigations of operational and safety issues; to support the conduct of air and noise analyses.

1) Travel Demand/Travel Demand Forecasting

The Consultant shall conduct a traffic modeling services to develop travel demand forecasts for the following scenarios.

- Existing conditions
- Projected construction year no-build conditions
- Projected construction year conditions without bridge closure/detour
- Projected construction year conditions with bridge closure/detour
- Projected bridge opening year conditions
- Projected future design year conditions

The Consultant shall anticipate coordinating with area Metropolitan Planning Organizations (MPO) to obtain projected volume growth rates as well as counties, municipalities and other appropriate stakeholders to identify significant developments or infrastructure improvements/construction projects, with the potential to change existing or future traffic volumes or operational conditions.

As part of this task, the Consultant shall prepare traffic volume forecasts with classifications of heavy vehicles as required for air quality and noise impact analyses.

2) Roadway and Intersection Highway Capacity Analysis

The Consultant shall develop peak-hour capacity as well as level of service (LOS) and delay information for the project study area roadways and intersections, for the scenarios described above, including detour traffic analysis along the anticipated detour routes (especially, but not limited to, NJ Route 29 and PA Route 32).

3) Crash Analysis

The Consultant shall compile and summarize the crash data gathered in Task III.B.3 above to identify locations of significant crash clusters and assess contributing factors which may warrant correction.

4) Traffic Impacts/Mitigations

At locations with anticipated traffic impacts, improvements to mitigate anticipated operational and/or safety issues shall be evaluated by the Consultant. Locations to be evaluated for traffic impacts are to include, but not limited to, roadways and intersections; private/business driveway accesses; parking; and bicycle/pedestrian circulation. Mitigations are to include, but not limited to, any anticipated safety, structural and operational improvements; any traffic regulation changes; and temporary revisions to transit, school bus or other bus routes.

Task E. Traffic Control and Construction Staging

The Consultant shall prepare preliminary traffic control plans, including detour plans, and construction staging plans for construction of the alternatives, including improvements at local intersections to mitigate traffic impacts during construction. The plans will include construction of the proposed bridge replacement and approach/intersecting roadways within the project area.

The efforts of this task are to demonstrate how vehicular, bicycle and pedestrian traffic can be safely routed through the limits of the project during the various phases and stages of construction, while providing for worker safety and for required construction vehicle access and construction material staging/storage, while minimizing disruption to the traveling public.

The Consultant shall confirm acceptability of the traffic detours on any state and/or local roads and is responsible for any necessary coordination with PennDOT, NJDOT and/or local officials.

This task shall identify access for materials and equipment together with potential construction laydown and storage areas as well as solutions to any potential issues during construction.

Task F. Constructability Review

The Consultant shall conduct a constructability review of the various structure types and configurations of the alternatives to include, but not limited to, temporary works, demolition of existing bridge and durations. The efforts of this task are to consider regulatory the various requirements and restrictions.

Task G. Geotechnical Analysis

The Consultant shall conduct a geotechnical analysis based on published and/or other available subsurface information.

Task H. Hydrology and Hydraulic Analysis

The Consultant shall analyze the hydrologic and hydraulic impacts of the alternatives on the hydraulics of the Delaware River and its associated floodplain, floodway and flood hazard area. The analysis shall consider temporary and permanent impacts to include, but not limited to, during flooding events.

Features to be consider as part of these effort shall include, but are not limited to, pier size/orientation, low chord elevation, approach roadway alignment, scour countermeasures and extent of a temporary work platform within the river.

Task I. Drainage, Stormwater Management and Water Quality

The Consultant shall perform drainage, stormwater management and water quality designs to address runoff quantity, runoff quality and groundwater recharge requirements.

Task J. Lighting, Traffic Signal, Signing and Striping

The Consultant shall prepare preliminary lighting, traffic signal, signing and striping/pavement marking plans.

Task K. Right-of-Way

The Consultant will be responsible for identifying any right-of-way requirements for the alternatives, including but not limited to acquisitions, temporary access easements, construction easements, slope easements, etc. Prepare preliminary right-of-way plans to include utilities, trees, shrubbery, buildings and other structures that might affect the value. All easements must be shown on the plans.

Task L. Electronic Surveillance / Security System

The Consultant shall prepare preliminary electronic surveillance / security system plans to include applicable intelligent transportation system elements.

Task M. Context Sensitive Solutions

The Consultant shall evaluate and develop various context sensitive design elements in consideration of the existing bridge site, surrounding towns, historical parks, and other impacted resources. The bridge piers/abutments, superstructure, pedestrian railing, barriers, roadway/bridge deck and pier lighting, and pedestrian walkway approaches are to include context sensitive design features.

Task N. Construction Schedule

The Consultant shall prepare preliminary construction schedules, which illustrate the expected durations of construction. The efforts of this task are to illustrate the full term of construction,

accounting for any in-water work restrictions, temporary works staging, anticipated weather, etc. that may occur and provide detailed schedule narrative.

Task O. Construction Cost Estimate

The Consultant shall prepare preliminary cost estimates, which illustrate the expected costs of construction. Cost estimates are to consider life-cycle costs and include present and future year costs.

Task P. Existing Bridge Evaluations

The Consultant shall review previous inspection and structural analysis/rating/evaluation reports and, applying knowledge from the Existing Bridge Inspection task, perform an evaluation of the existing bridge as well as any alternatives involving rehabilitation and/or widening the existing bridge.

Based on the outcome of the evaluation of the existing bridge, the Consultant shall identify any repairs/rehabilitation to the existing WCTSB that will be required to maintain the performance of the structure until the construction phase.

Task Q. Transportation Improvement Plan (TIP)

The Consultant shall develop information of sufficient detail to be provided to area MPO's for inclusion in their Transportation Improvement Plan (TIP).

Task R. Additional Preliminary Engineering Services

The Consultant shall provide any additional preliminary engineering services required for the Project but not enumerated above.

The Consultant shall identify, within its Technical Proposal, any such service(s) it proposes to provide along with a detailed discussion as to the reason(s) for each. In the event there is more than one (1) such service, Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) and Schedule B1 - Fee Proposal (**Attachment VIII**) shall be expanded upon to differentiate the level of effort associated with each.

Part IV - Environmental Services

The Consultant shall perform environmental services of sufficient detail to support the Alternatives Analysis (Part V) portion of the Project. These efforts are anticipated to make best use of the product of the Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021) and its Update (2022).

Work includes all required desktop survey, field survey and data collection, investigations, etc. within the project area of potential effect to be defined as part of the Project.

Where practicable, the extent of field survey and data collections efforts should be of sufficient detail to support a greater level of environmental documentation.

Task A. Land Use, Socioeconomic and Environmental Justice

The Consultant shall identify land use and socioeconomic characteristics as well as environmental justice communities and quantify potential impacts from the proposed bridge replacement.

Task B. Wetland, Watercourse and Floodplain

The Consultant shall identify wetland, watercourse and floodplain resources and quantify potential impacts from the proposed bridge replacement. These efforts are to take account the navigability as well as the National Wild and Scenic River designation of the Delaware River.

Task C. Hazardous and Residual Waste

The Consultant shall identify potential hazardous and residual waste sites and quantify potential impacts from the proposed bridge replacement. These efforts are to take account the potential for heavy metals in the paint of the WCTSB.

Task D. Terrestrial and Aquatic Habitat

The Consultant shall identify terrestrial and aquatic habitat resources and quantify potential impacts from the proposed bridge replacement.

Task E. Threatened and Endangered Species

The Consultant shall identify threatened and endangered species as well as species of special concern to include, but not limited to, plants, animals, and aquatic species and quantify potential impacts from the proposed bridge replacement.

Task F. Cultural Resources

The Consultant shall identify and verify historic and archaeological resources and quantify potential impacts from the proposed bridge replacement.

Task G. Section 4(f) Resources

The Consultant shall identify parklands, recreation areas, wildlife / waterfowl refuges and historic sites and quantify potential impacts from the proposed bridge replacement.

Task H. Air Quality

The Consultant shall conduct an analysis/study of the potential impacts to air quality from the proposed bridge replacement.

Task I. Noise Receptors

The Consultant shall conduct a noise analysis/study to identify sensitive receptors and quantify potential impacts from the proposed bridge replacement.

Task J. Community Facilities and Services

The Consultant shall identify community facilities including, but not limited to, schools, emergency medical facilities, fire protection and other public facilities, and quantify potential impacts from the proposed bridge replacement.

Task K. Additional Environmental Services

The Consultant shall provide any additional environmental services required for the Project but not enumerated above.

The Consultant shall identify, within its Technical Proposal, any such service(s) it proposes to provide along with a detailed discussion as to the reason(s) for each. In the event there is more than one (1) such service, Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) and Schedule B1 - Fee Proposal (**Attachment VIII**) shall be expanded upon to differentiate the level of effort associated with each.

Part V - Alternatives Evaluation

The Consultant shall evaluate the Build and No Build alternatives for the purpose of identifying a preferred alternative for inclusion in the proposed action.

Task A. Analysis and Screening

The Consultant shall develop and implement an alternatives analysis and screening process. This process is to be a multi-phase process in which the engineering feasibility, costs, and environmental consequences of the alternatives are evaluated.

The efforts of this task shall reflect/consider addressing regulatory requirements and restrictions and the needs of the project.

This task includes identification of any Build alternatives that are not to be carried forward and documenting the reasons for dismissing them from further consideration.

Task B. Preferred Alternative

Guided by the results of the alternatives analysis and screening process, a preferred alternative is to be identified.

Preliminary engineering and environmental services relating to the preferred alternative shall be advanced as required for the Environmental Documentation (**Part VII**) portion of the Project.

Task C. Potential Mitigation of Impacts

The Consultant shall identify and develop any necessary mitigation for impacts to environmental resources/receptors associated with the preferred alternative.

Part VI - Public Involvement

The Consultant shall engage the public and communicate project information as required. The Consultant will be required to use all available resources to communicate project information including, but not limited to, broadcast, web sites and print materials. The Consultant, working closely with the Commission, will perform public involvement and communications and shall prepare all materials, presentations, and any other media required for communicating project information to all interested persons, residents, groups, businesses, government organizations and motorists. The Consultant is responsible for the preparation of all necessary notifications, agendas, minutes, displays, exhibits, graphics and like material as needed for the meetings as well as all meeting facility arrangements and costs.

The Consultant shall include a level of effort sufficient to conform with all applicable regulatory requirements and as further described herein.

Task A. Public Involvement Program

The Consultant will develop a comprehensive and dynamic Public Involvement Program deliverable to identify and address the issues of stakeholders in the Project as well as manage public and agency input for the Commission so that the necessary environmental clearances can be obtained.

This task shall include the development of a project logo for use with all project information.

Task B. Interagency Advisory Committee (IAC)

Guided by the Regulatory Obligation Review, the Consultant shall establish an Interagency Advisory Committee (IAC) for the Project. The IAC members will represent agencies that are responsible for making key decisions about alternatives and the environmental documentation for the Project. IAC members will provide advice and counsel to the Commission and to the Consultant and keep their respective agencies abreast of the project progress.

The IAC will meet regularly throughout the Project. These meetings will coincide with critical decision points in the project. Because the Project will have widespread interest, municipalities, counties, transportation management associations, etc. will be invited to attend IAC Meetings.

Task C. Start-Up Meetings

The Consultant shall conduct Start-Up Meetings to introduce the Project, establish lines of communication, and identify the key issues and concerns of non-profit organizations, major businesses and selected government agencies with a specific interest in the Project but not represented at the IAC Meetings. Meetings are anticipated to have focused audiences/topics to include, but not limited to, elected officials, environmental, transportation, and business & industry.

Task D. Special Meetings

To respond to the needs of the Project as it evolves, the Consultant shall conduct Special Meetings to provide an opportunity to work with non-profits groups or special interests to build consensus.

Accordingly, Special Meetings will be held during the Project as the need arises and, for proposal purposes, the Consultant shall assume there will be twenty (20) such meetings.

Task E. Open House Meetings

The Consultant shall conduct Open House Meetings to inform residents and other members of the general public about findings and progress of the Project. At these meetings, the Project Team will seek comment and input from the public prior to making major decisions about the Project.

It is anticipated that four (4) Open House Meetings will be conducted, each having a focused topic corresponding to project decision points.

Task F. Public Hearings

The Consultant shall conduct Public Hearings to inform residents and other members of the general public about the conclusions of the study and obtain formal testimony about the selected alternative between the Draft and Final EA document submissions. At these meetings, the Project Team will seek final comment and input from the public prior to implementation of the selected alternative.

It is anticipated that each Public Hearing will have two (2) sessions, one conducted in Pennsylvania and one conducted in New Jersey, and will be preceded by the Open House Meetings.

The Consultant shall ensure that the proper notifications are made in advance.

Task G. Public Information

1) Project Website

The Consultant shall develop, host and maintain a website to provide a location on the Internet where residents and other stakeholders can obtain information about the Project at their convenience. It should also have the ability to be used to communicate with the Project Team.

The website shall have functionality to be viewed on conventional computers as well as mobile devices and tablets; be focused, visually compelling and dynamic; be easily navigated, easily updated as well as easily expanded to handle additional future functions and downloadable materials; and support integration with social media. The website shall have a “full function” open-source content management system (CMS), such as WordPress. Propriety limited-release CMS solutions shall be avoided.

The website shall be graphically appealing with consistent color schemes and graphic elements consistent with existing branding guidelines. The website shall include the project logo and the Commission’s logo when and where appropriate. The Commission shall provide the agency’s logo and corresponding Pantone color requirements.

2) Social Media

The Consultant shall develop and manage a social media presence to promote the Project and as an alternative means of providing information to the public. Potential social media platforms shall include, but not limited to, Twitter, Facebook and Instagram.

3) Press Releases

The Consultant shall work with the Commission to develop press releases to provide announcements about the Project or a project event that can be distributed by the media to public audiences.

The Commission will distribute the press releases to the appropriate media.

4) Project Newsletter

The Consultant shall develop, produce and distribute a newsletter for the Project will be used to reach residents and businesses that are located within the area close to the WCTSB. Newsletters are another way to inform the public about project activities, conclusions and progress. Easy-to-understand graphics and tables shall be a core element of any newsletter.

The Consultant shall develop and maintain a mailing list for the newsletter based on information from nearby communities on property owners. IAC members, officials and others interested in the Project will be added to the newsletter mailing list.

5) Project Call Line

The Consultant shall develop, host, operate and monitor a toll-free project call-in phone line for the general public to provide comment or make inquiries about the Project in between Open House Meetings.

6) Media Relations

The Consultant shall establish and maintain relationships with area media outlets including, but not limited to, online news sites, newspapers, television and radio representatives. Work will include, but not limited to, providing press kits, interviews and other activities prior to Open House Meetings and at other times as needed throughout the Project.

7) Educational Videos

The Consultant shall identify potential opportunities where video segments can be produced to advance the Project. Potential topics could include why the WCTSB needs replacement, a brief primer on the NEPA process, and/or how the Commission plans to replace the WCTSB. Videos shall be uploaded to video-hosting platforms such as YouTube and Vimeo and be viewable on the project and Commission websites.

Part VII - Environmental Documentation

Considering the proposed bridge replacement will necessitate federal permits/clearances, regulatory obligation compliance is anticipated to require that an EA document be prepared and submitted to the lead agency for review and approval.

All deliverables shall be submitted to the Commission for review/comment, allow ten (10) business days for review, include written responses to all comments that the Consultant received, and 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.

In addition to hard copies, all deliverables shall include electronic copies in Adobe Acrobat PDF format as well as MircoStation V8 and applicable Microsoft Office products.

All full-size plans will be prepared in English on 22" x 34" paper with half-size plans being on 11" x 17" paper. The estimates are to be prepared in accordance with PENNDOT methods whereas the schedules are to be prepared in either Microsoft Project or Primavera format.

Task A. Purpose and Need

The Consultant shall establish a comprehensive and concise Purpose and Need statement for the Project. The Purpose and Need should be established early in the process and should be revisited and updated over the course the Project as more information becomes available.

Task B. Technical Memorandums

The Consultant shall memorialize all efforts of the Project in the form of separate and independent Technical Memorandums to be individually submitted for Commission review and approval.

The following list includes examples of the types of Technical Memorandums the Consultant may generate as a means of organizing it's work product, is presented for informational purposes only and shall not be construed otherwise.

- Design Criteria Report
- Public Involvement Program
- Inspection Findings Report
- Existing/Future Traffic Operations Report
- Existing Deficiency Report
- Hydrology and Hydraulics Analysis
- Preliminary Engineering Report
- Land Use, Socioeconomic and Environmental Justice - Existing Conditions
- Wetlands - Existing Conditions
- Surface Waters - Existing Conditions
- Hazardous Materials - Existing Conditions
- Terrestrial and Aquatic Habitat - Existing Conditions
- Threatened and Endangered Species - Existing Conditions
- Cultural Resources Report
- Section 4(f) Resources Report
- Air Quality Analysis
- Noise Analysis
- Purpose and Needs Report
- Alternative Screening Report

The Consultant shall identify, within its Technical Proposal, a list of Technical Memorandums it anticipates generating as part of the Project.

Task C. Environmental Assessment (EA)

Guided by the Technical Memorandums and in consultation with the Commission, the Consultant shall identify a proposed action meeting the Purpose and Need. The Consultant shall prepare an EA document including sufficient evidence and analysis to determine whether the proposed action supports a FONSI.

At minimum, the EA document shall provide a detailed account for action, affected environment, alternatives considered, environmental consequences and public/agency coordination.

The style, format and level of detail of the EA document is anticipated to be similar to that developed in support of the I-95/Scudder Falls Bridge Improvement Project which is available for review on the Commission's website (<https://www.drjtbc.org/project/scudder-falls#1676494577848-ed098864-477c>).

The Consultant shall prepare all other documents required to satisfy the regulatory obligations deemed applicable to the Project and provide, within its Technical Proposal, a list of the documents it anticipates preparing.

Task D. Permitting Requirements

The Consultant shall identify all required permits/clearances as will be necessary in conjunction with further implementation of the proposed action. A matrix is to be developed identifying the name of permit/clearance required; the agency responsible for issuing the permit/clearance; cite the regulation/code; and what type of impact from the Project triggers the need for the permit/clearance. This matrix and a summary narrative for each permit/clearance required will be included in the EA document.

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 both 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 services 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** to the attention of **W. Michael Cane, Senior Project Manager**.

2. Technical Proposal [not to exceed ten (10) single-sided, letter-sized (8½” 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, as described herein, thirty (30) months of notice-to-proceed. The Management 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 Technical 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, IV and V.

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 or State of New Jersey as part of the Fee Proposal. The maximum overhead for this Agreement will be either the Commonwealth of Pennsylvania or State of New Jersey "approved overhead rate" or 150%, whichever is lower. The Consultant, and all subconsultants, shall include in the Fee Proposal a letter from PENNDOT or NJDOT indicating their approved overhead rates.

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:

<u>Proposal Schedule</u>	<u>Date</u>
Issue / Post RFP on Website	January 18, 2024
Pre-Proposal Submission Meeting	January 25, 2024
Closing Date for Submittal of Inquiries	February 6, 2024
Responses to Inquiries	February 13, 2024
Closing Date for Proposal Submission - Submittal of Technical Proposal and Fee Proposal	February 29, 2024
Oral Presentations (if required)	March 27 & 28, 2024
Fee Proposal Review and Negotiation	May 1, 2 & 3, 2024
Anticipated Notice of Award	May 28, 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 criteria listed below.

Rating Criteria

- Understanding of the Project and Commission Needs
 - Management Approach to the Project
 - Detailed Work Plan
 - Consultant's 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) to 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, USACE, 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 is deemed to be in the best interests of the Commission.
- If a negotiated agreement cannot be reached with the Consultant within a reasonable amount of time, the negotiations will be terminated and the same procedure will be set in motion with the next Consultant, and so on.
9. In making its selection, the Commission is not required to accept the lowest cost, and may at its sole discretion, reject any Technical Proposals, which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.
 10. There will be no debriefings for unsuccessful responders to the Commission's RFP.
 11. The IBE Participation Goal for this project is 25%.

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

12. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the Commission's evaluation

- of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing the final Proposal.
13. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
 14. Proposals must be submitted by **2:00 PM**, local time, on the date indicated in the **Proposal Schedule** and transmitted by email / file transfer to the Project Manager (wmcane@drjtbc.org) with copy to the Chief Engineer (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 Sheraton Bucks County Hotel located at 400 Oxford Valley Road, Langhorne, Pennsylvania 19047 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: W. Michael Cane, Senior Project Manager. Inquiries by US Mail or email are acceptable. Email inquiries are to be directed to the Project Manager (wmcane@drjtbc.org) with copy to the Chief Engineer (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 Inquires 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/wmc

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-697A, CAPITAL PROJECT 1510A

PROFESSIONAL ENGINEERING SERVICES

FOR

PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION FOR THE

WASHINGTON CROSSING BRIDGE REPLACEMENT

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<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
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 Items 7, 9 & 10 are waived for Contract No. C-697A - Preliminary Engineering and Environmental Documentation for the Washington Crossing Bridge Replacement. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

Deductibles and Self-Insured Retentions:

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

Financial Rating of Insurance Companies:

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

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

Primary Additional Insureds:

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

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non-contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non-contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

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

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

Covered Party shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non-renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

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

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

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

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years after final payment

under the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

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

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

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

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

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

Certificate of Insurance:

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

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of the Notice of Award, to the attention of the Chief Engineer, at 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**



Capital Program Consultants
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSURER	TYPE OF INSURANCE	ADD. SUBR. INSR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		*Per Project or Per Location must be checked			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Other applicable coverage shown here (see attached)	N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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)

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

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

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

CHOOSE ONE:

1. CG 20 26 11 85 (SAMPLE ATTACHED)

Or

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

Or

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

POLICY NUMBER: Must Match GL Policy Number on
Certificate

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART,

SCHEDULE

Name of Person or Organization:

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

OR

Any organization where required by written
contract

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

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

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

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
Location And Description of Completed Operations: All Locations
Additional Premium:

(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-697A

PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION FOR THE
WASHINGTON CROSSING BRIDGE REPLACEMENT

(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-697A.

(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-697A

PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION FOR THE
WASHINGTON CROSSING BRIDGE REPLACEMENT

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-697A.

(Date)

(Name and Title)

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

My Commission expires _____, 20 ____

ATTACHMENT V

SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

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

B. Staff and Facilities

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

C. Supervision

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

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

D. Confidentiality

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

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

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

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

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

B. Periodic Statements

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

ARTICLE IV – ASSIGNMENTS AND TRANSFERS, SUBCONTRACTS

A. Assignment or Transfer of Contract

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

B. Subcontracts

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

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

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

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

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

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

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

B. Work to Become the Property of the Commission

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

ARTICLE VII – CONSULTANT’S INSURANCE

A. Consultant’s Insurance

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

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant’s Records and Accounts

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

B. Inspection by the Commission

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

ARTICLE IX – TERMINATION

A. Default of Consultant

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

B. Termination at Commission's Own Interest

1. The Agreement may be terminated by the Commission upon fifteen (15) calendar day's written notice to the Consultant, whenever the Commission deems it advisable to do so in its own interest. Upon Receipt of such notice from the Commission, the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Commission:
 - a) Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.
 - b) Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
 - c) Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
 - d) Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
 - e) Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
 - f) Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property,

which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.

2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting, the general rights of the Commission as set forth in Article IX.B.1 paragraphs a. through f. hereof, the Commission shall have the right to terminate this agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Commission in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the Commission or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment upon Termination in the Interest of the Commission

1. In the event that this Agreement is terminated by the Commission under the provisions of Article IX.B.1 and/or 2, the Commission shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the Commission determines to be just and proper under all circumstances. In no event shall the Consultant's loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

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

ARTICLE XI – DEFINITIONS

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

ARTICLE XII – MISCELLANEOUS

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

If to the Commission: Delaware River Joint Toll Bridge Commission
Administration Building
1199 Woodside Road
Yardley, PA 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 District Court 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 Proposals
- B. Consultant's Technical Proposal and Fee Proposal
- C. Commission's Notice of Award

Exhibits:

- A. Insurance Requirements

ATTACHMENT VI

QUALITY ASSURANCE FORM

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

Client: Delaware River Joint Toll Bridge Commission

Project Name: Preliminary Engineering and Environmental Documentation for the Washington Crossing Bridge Replacement

Client's Project Number: C-697A **Consultant's Project Number:** _____

Task Name: _____

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

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

Signature: _____

Date: _____

Title: _____

Company: _____

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

PRIME CONSULTANT NAME

Part	Task	Task Description	Total
I		General Activities of the Consultant	
I	A	Project Management	
	1)	Manage the Project	0
	2)	Administer the Project	0
		SUB-TOTAL HOURS	0
I	B	Project Specific Quality Assurance Plan	
	1)	Project Specific Quality Assurance Plan	0
		SUB-TOTAL HOURS	0
I	C	Coordination and Meetings	
	1)	Commission Coordination	0
	2)	Other Agency Coordination and Permitting	0
		SUB-TOTAL HOURS	0
I	D	Utility Coordination	
	1)	Utility Coordination	0
		SUB-TOTAL HOURS	0
I	E	Unforeseen Services	
	1)	Unforeseen Services	NA
		SUB-TOTAL HOURS	NA
		SUB-TOTAL HOURS - PART I	0

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

Part	Task	Task Description	Total
II		Project Scoping	
II	A	Project Research	
	1)	Project Research	0
		SUB-TOTAL HOURS	0
II	B	Regulatory Obligation Review	
	1)	Regulatory Obligation Review	0
		SUB-TOTAL HOURS	0
II	C	Lead Agency Designation	
	1)	Lead Agency Designation	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART II	0

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

Part	Task	Task Description	Total
III		Preliminary Engineering	
III	A	Design Criteria	
	1)	Design Criteria	0
		SUB-TOTAL HOURS	0
III	B	Survey & Data Collection	
	1)	Existing Bridge Inspection	0
	2)	Topographic Survey and Aerial/Base Mapping	0
	3)	Traffic Data	0
	4)	Field Data	0
	5)	Utilities Identification and Verification	0
		SUB-TOTAL HOURS	0
III	C	Alternatives Development	
	1)	Preliminary Bridge Design	0
	2)	Preliminary Roadway Design	0
		SUB-TOTAL HOURS	0
III	D	Traffic Analysis	
	1)	Travel Demand/Travel Demand Forecasting	0
	2)	Roadway and Intersection Highway Capacity Analysis	0
	3)	Crash Analysis	0
	4)	Traffic Impacts/Mitigations	0
		SUB-TOTAL HOURS	0

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

Part	Task	Task Description	Total
III	E	Traffic Control and Construction Staging	
	1)	Traffic Control and Construction Staging	0
		SUB-TOTAL HOURS	0
III	F	Constructability Review	
	1)	Constructability Review	0
		SUB-TOTAL HOURS	0
III	G	Geotechnical Analysis	
	1)	Geotechnical Analysis	0
		SUB-TOTAL HOURS	0
III	H	Hydrology and Hydraulic Analysis	
	1)	Hydrology and Hydraulic Analysis	0
		SUB-TOTAL HOURS	0
III	I	Drainage, Stormwater Management and Water Quality	
	1)	Drainage, Stormwater Management and Water Quality	0
		SUB-TOTAL HOURS	0
III	J	Lighting, Traffic Signal, Signing and Striping	
	1)	Lighting, Traffic Signal, Signing and Striping	0
		SUB-TOTAL HOURS	0

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

Part	Task	Task Description	Total
III	K	Right-of-Way	
	1)	Right-of-Way	0
		SUB-TOTAL HOURS	0
III	L	Electronic Surveillance / Security System	
	1)	Electronic Surveillance / Security System	0
		SUB-TOTAL HOURS	0
III	M	Context Sensitive Solutions	
	1)	Context Sensitive Solutions	0
		SUB-TOTAL HOURS	0
III	N	Construction Schedule	
	1)	Construction Schedule	0
		SUB-TOTAL HOURS	0
III	O	Construction Cost Estimate	
	1)	Construction Cost Estimate	0
		SUB-TOTAL HOURS	0
III	P	Existing Bridge Evaluations	
	1)	Existing Bridge Evaluations	0
		SUB-TOTAL HOURS	0

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

Part	Task	Task Description	Total
III	Q	Transportation Improvement Plan (TIP)	
	1)	Transportation Improvement Plan (TIP)	0
		SUB-TOTAL HOURS	0
III	R	Additional Preliminary Engineering Services	
	1)	Additional Preliminary Engineering Services	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART III	0

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

Part	Task	Task Description	Total
IV		Environmental Services	
IV	A	Land Use, Socioeconomic and Environmental Justice	
	1)	Land Use, Socioeconomic and Environmental Justice	0
		SUB-TOTAL HOURS	0
IV	B	Wetland, Watercourse and Floodplain	
	1)	Wetland, Watercourse and Floodplain	0
		SUB-TOTAL HOURS	0
IV	C	Hazardous and Residual Waste	
	1)	Hazardous and Residual Waste	0
		SUB-TOTAL HOURS	0
IV	D	Terrestrial and Aquatic Habitat	
	1)	Terrestrial and Aquatic Habitat	0
		SUB-TOTAL HOURS	0
IV	E	Threatened and Endangered Species	
	1)	Threatened and Endangered Species	0
		SUB-TOTAL HOURS	0
IV	F	Cultural Resources	
	1)	Cultural Resources	0
		SUB-TOTAL HOURS	0

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

Part	Task	Task Description	Total
IV	G	Section 4(f) Resources	
	1)	Section 4(f) Resources	0
		SUB-TOTAL HOURS	0
IV	H	Air Quality	
	1)	Air Quality	0
		SUB-TOTAL HOURS	0
IV	I	Noise Receptors	
	1)	Noise Receptors	0
		SUB-TOTAL HOURS	0
IV	J	Community Facilities and Services	
	1)	Community Facilities and Services	0
		SUB-TOTAL HOURS	0
IV	K	Additional Environmental Services	
	1)	Additional Environmental Services	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART IV	0

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

Part	Task	Task Description	Total
V		Alternatives Evaluation	
V	A	Analysis and Screening	
	1)	Analysis and Screening	0
		SUB-TOTAL HOURS	0
V	B	Preferred Alternative	
	1)	Preferred Alternative	0
		SUB-TOTAL HOURS	0
V	C	Potential Mitigation of Impacts	
	1)	Potential Mitigation of Impacts	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART V	0

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

Part	Task	Task Description	Total
VI		Public Involvement	
VI	A	Public Involvement Program	
	1)	Public Involvement Program	0
		SUB-TOTAL HOURS	0
VI	B	Interagency Advisory Committee (IAC)	
	1)	Interagency Advisory Committee (IAC)	0
		SUB-TOTAL HOURS	0
VI	C	Start-Up Meetings	
	1)	Start-Up Meetings	0
		SUB-TOTAL HOURS	0
VI	D	Special Meetings	
	1)	Special Meetings	0
		SUB-TOTAL HOURS	0
VI	E	Open House Meetings	
	1)	Open House Meetings	0
		SUB-TOTAL HOURS	0
VI	F	Public Hearings	
	1)	Public Hearings	0
		SUB-TOTAL HOURS	0

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

Part	Task	Task Description	Total
VI	G	Public Information	
	1)	Project Website	0
	2)	Social Media	0
	3)	Press Releases	0
	4)	Project Newsletter	0
	5)	Project Call Line	0
	6)	Media Relations	0
	7)	Educational Videos	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART VI	0

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

Part	Task	Task Description	Total
VII		Environmental Documentation	
VII	A	Purpose and Need	
	1)	Purpose and Need	0
		SUB-TOTAL HOURS	0
VII	B	Technical Memorandums	
	1)	Technical Memorandums	0
		SUB-TOTAL HOURS	0
VII	C	Environmental Assessment (EA)	
	1)	Environmental Assessment (EA)	0
		SUB-TOTAL HOURS	0
VII	D	Permitting Requirements	
	1)	Permitting Requirements	0
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS - PART VII	0
		TOTAL HOURS	0

**ATTACHMENT VIII
SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I		General Activities of the Consultant								
I	A	Project Management								
	1)	Manage the Project								
	2)	Administer the Project								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	B	Project Specific Quality Assurance Plan								
	1)	Project Specific Quality Assurance Plan								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	C	Coordination and Meetings								
	1)	Commission Coordination								
	2)	Other Agency Coordination and Permitting								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	D	Utility Coordination								
	1)	Utility Coordination								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I	E	Unforeseen Services								
	1)	Unforeseen Services	NA	NA	NA	NA	NA	NA	NA	NA
		SUB-TOTAL HOURS	NA	NA	NA	NA	NA	NA	NA	NA
		AVERAGE RATE (Composite Rate)	NA	NA	NA	NA	NA	NA	NA	
		SUB-TOTAL DIRECT COST	NA	NA	NA	NA	NA	NA	NA	\$500,000.00
		SUB-TOTAL HOURS - PART I								
		AVERAGE RATE (Composite Rate) - Part I								
		SUB-TOTAL DIRECT COST - PART I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
II		Project Scoping								
II	A	Project Research								
	1)	Project Research								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	B	Regulatory Obligation Review								
	1)	Regulatory Obligation Review								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	C	Lead Agency Designation								
	1)	Lead Agency Designation								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART II								
		AVERAGE RATE (Composite Rate) - Part II								
		SUB-TOTAL DIRECT COST - PART II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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
III		Preliminary Engineering								
III	A	Design Criteria								
	1)	Design Criteria								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	B	Survey & Data Collection								
	1)	Existing Bridge Inspection								
	2)	Topographic Survey and Aerial/Base Mapping								
	3)	Traffic Data								
	4)	Field Data								
	5)	Utilities Identification and Verification								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	C	Alternatives Development								
	1)	Preliminary Bridge Design								
	2)	Preliminary Roadway Design								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	D	Traffic Analysis								
	1)	Travel Demand/Travel Demand Forecasting								
	2)	Roadway and Intersection Highway Capacity Analysis								
	3)	Crash Analysis								
	4)	Traffic Impacts/Mitigations								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III	E	Traffic Control and Construction Staging								
	1)	Traffic Control and Construction Staging								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	F	Constructability Review								
	1)	Constructability Review								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	G	Geotechnical Analysis								
	1)	Geotechnical Analysis								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	H	Hydrology and Hydraulic Analysis								
	1)	Hydrology and Hydraulic Analysis								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	I	Drainage, Stormwater Management and Water Quality								
	1)	Drainage, Stormwater Management and Water Quality								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III	J	Lighting, Traffic Signal, Signing and Striping								
	1)	Lighting, Traffic Signal, Signing and Striping								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	K	Right-of-Way								
	1)	Right-of-Way								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	L	Electronic Surveillance / Security System								
	1)	Electronic Surveillance / Security System								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	M	Context Sensitive Solutions								
	1)	Context Sensitive Solutions								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	N	Construction Schedule								
	1)	Construction Schedule								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III	O	Construction Cost Estimate								
	1)	Construction Cost Estimate								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	P	Existing Bridge Evaluations								
	1)	Existing Bridge Evaluations								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	Q	Transportation Improvement Plan (TIP)								
	1)	Transportation Improvement Plan (TIP)								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	R	Additional Preliminary Engineering Services								
	1)	Additional Preliminary Engineering Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART III								
		AVERAGE RATE (Composite Rate) - Part III								
		SUB-TOTAL DIRECT COST - PART III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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
IV		Environmental Services								
IV	A	Land Use, Socioeconomic and Environmental Justice								
	1)	Land Use, Socioeconomic and Environmental Justice								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	B	Wetland, Watercourse and Floodplain								
	1)	Wetland, Watercourse and Floodplain								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	C	Hazardous and Residual Waste								
	1)	Hazardous and Residual Waste								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	D	Terrestrial and Aquatic Habitat								
	1)	Terrestrial and Aquatic Habitat								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	E	Threatened and Endangered Species								
	1)	Threatened and Endangered Species								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
IV	F	Cultural Resources								
	1)	Cultural Resources								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	G	Section 4(f) Resources								
	1)	Section 4(f) Resources								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	H	Air Quality								
	1)	Air Quality								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	I	Noise Receptors								
	1)	Noise Receptors								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV	J	Community Facilities and Services								
	1)	Community Facilities and Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
IV	K	Additional Environmental Services								
	1)	Terrestrial and Aquatic Habitat								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART IV								
		AVERAGE RATE (Composite Rate) - Part IV								
		SUB-TOTAL DIRECT COST - PART IV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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
V		Alternatives Evaluation								
V	A	Analysis and Screening								
	1)	Analysis and Screening								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
V	B	Preferred Alternative								
	1)	Preferred Alternative								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
V	C	Potential Mitigation of Impacts								
	1)	Potential Mitigation of Impacts								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART V								
		AVERAGE RATE (Composite Rate) - Part V								
		SUB-TOTAL DIRECT COST - PART V	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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
VI		Public Involvement								
VI	A	Public Involvement Program								
	1)	Public Involvement Program								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VI	B	Interagency Advisory Committee (IAC)								
	1)	Interagency Advisory Committee (IAC)								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VI	C	Start-Up Meetings								
	1)	Start-Up Meetings								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VI	D	Special Meetings								
	1)	Special Meetings								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VI	E	Open House Meetings								
	1)	Open House Meetings								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
VI	F	Public Hearings								
	1)	Public Hearings								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VI	G	Public Information								
	1)	Project Website								
	2)	Social Media								
	3)	Press Releases								
	4)	Project Newsletter								
	5)	Project Call Line								
	6)	Media Relations								
	7)	Educational Videos								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART VI								
		AVERAGE RATE (Composite Rate) - Part VI								
		SUB-TOTAL DIRECT COST - PART VI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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
VII		Environmental Documentation								
VII	A	Purpose and Need								
	1)	Purpose and Need								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VII	B	Technical Memorandums								
	1)	Technical Memorandums								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VII	C	Environmental Assessment (EA)								
	1)	Environmental Assessment (EA)								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VII	D	Permitting Requirements								
	1)	Permitting Requirements								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART VII								
		AVERAGE RATE (Composite Rate) - Part VII								
		SUB-TOTAL DIRECT COST - PART VII	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT IX
SCHEDULE B2 - FEE SUMMARY

LABOR EXPENSES

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

SUBCONSULTANT EXPENSES

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

OUT-OF-POCKET EXPENSES

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

TOTAL NOT-TO-EXCEED FEE \$ **0.00**