



"Preserving Our Past, Enhancing Our Future"

March 4, 2024

To: All Consultants

Re: Request for Proposals (RFP)

**Professional Engineering Services**

New Hope – Lambertville Toll Bridge All Electronic Tolling (AET) Conversion Design  
DRJTBC Contract No. C-754A, Capital Project 2016A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional engineering design services for the New Hope – Lambertville Toll Bridge All Electronic Tolling (AET) project. The New Hope – Lambertville Toll Bridge is the first of the Commission's seven (7) legacy toll bridges that will be transitioning to AET.

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](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.

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 the design of roadways, toll plazas and the infrastructure required to support All Electronic Tolling (AET) systems.

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 Design Support Services, 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](http://www.drjtbc.org/wp-content/uploads/Recusal_Guidelines.pdf). Consultants must include in their Proposal a certification in the form of the Conflict of Interest and Recusal Certification Form (**Attachment IV**) indicating that they have read, understood and will be guided by these guidelines when performing work for the Commission.

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

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

Consultants submitting a proposal for this solicitation agree to abide by the Commission’s Contract Compliance Program (“CCP”) Requirements. The Commission’s CCP is intended: (1) to promote and encourage minority, women, small, disadvantaged, disabled, and veteran owned businesses (referred to as "Identified Business Enterprises" or "IBEs") to participate in business opportunities with the Commission; (2) to afford IBEs an equal opportunity to compete for work on the Commission’s contracts; and (3) to encourage Consultants to provide subcontracting opportunities to certified IBEs

by soliciting such firms for subcontracting opportunities. The Commission and its consultants shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law in the award and performance of contracts.

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

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

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

Ms. Christine A. Baker  
Director of Contract Compliance  
1199 Woodside Road  
Yardley, PA 19067  
(267) 394-6700, ext. 6564 (office)  
[cbaker@drjtbc.org](mailto:cbaker@drjtbc.org)

### **IBE Payment Verification**

The Commission uses a Payment Verification System as a tool to improve communication between Prime Consultants and sub-consultants in the compliance, documentation, and reporting of payments to sub-consultants.

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

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

## **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.

### **New Hope – Lambertville Toll Bridge**

The New Hope – Lambertville Toll Bridge (NHLTB) was opened to traffic on July 22, 1971 and carries U.S. Route 202 over the Delaware River. The bridge is a ten-span girder-floor beam-stringer structure with a total length of 1,682 feet center to center of abutment bearings, connecting the Borough of New Hope, Bucks County, Pennsylvania with the City of Lambertville, Hunterdon County, New Jersey. The bridge piers and abutments are reinforced concrete, granite faced. Pier numbers increase from Pennsylvania to New Jersey. The Pennsylvania abutment, Piers 1, 7, 8 and 9 and the New Jersey abutment are supported on steel pilings. Piers 2 through 6 have reinforced concrete spread footings founded on bedrock.

The Commission’s jurisdiction also includes loop ramp interchanges with overpasses provided at Route 32 in Pennsylvania and Route 29 in New Jersey. The existing one-way toll plaza (tolls are collected in the westbound direction of travel) is located on the Pennsylvania approach and has four (4) toll lanes.

The dual roadways on the bridge are 28 feet, 9 inches wide, separated by a concrete median barrier. There are no sidewalks on the bridge. There is an understructure inspection catwalk from the Pennsylvania abutment to pier 8. The height of the roadway above normal water level is 53 feet.

Design load – HS20-44

Quantity of steel in bridge superstructure: 3,110 tons

Quantity of concrete in bridge: 3,443 cubic yards

### **Pennsylvania Approach**

The approach begins 4,554 feet west of the Pennsylvania abutment at a channelized intersection with a connector road to Pennsylvania Route 32. For 3,205 feet the approach is a two-lane roadway with full shoulders, constructed on bituminous base and wearing course. At the two interchange ramps with Pennsylvania Route 32 the approach transitions to a six-lane concrete highway. The Route 32 overpass is a concrete rigid frame structure partially veneered with Bucks County field stone. Just east of the overpass the approach widens to a four-lane toll plaza.

### Toll Plaza

A full canopy covering all four (4) lanes protects the toll plaza. An underground tunnel that provides access from the adjacent administration building's lower level serves the plaza.

The bridge carrying US 202 across the Delaware River from Lambertville to New Hope is two lanes in the tolled (westbound) direction and two lanes in the non-tolled (eastbound) direction. The westbound roadway flares into a four-lane toll plaza, which is typically operated with Lane 1 (closest to the median) and Lane 3 as E-ZPass-only and Lane 2 and Lane 4 (outside) as traditional mixed-mode. There are no toll booths for Lanes 1 and 3. The westbound roadway narrows to three lanes departing the plaza with the right lane becoming the exit lane for River Road.

The plaza has an Officer-In-Charge (OIC) office between Lanes 2 and 3, which includes stair access to the collector tunnel. Collector access to Lanes 2 and 4 requires crossing a lane of traffic. Removal of this OIC structure will be a substantial effort.

The property on both sides of the plaza is a relatively flat grade. A median barrier separates traffic along the New Hope – Lambertville Toll Bridge. The median barrier extends through the plaza and continues approximately 1,000 ft. downstream. The bridge ends approximately 400 ft. upstream of the toll plaza. On the downstream side of the toll plaza, the River Road overpass begins 400 ft. past the plaza. The gore for the exit ramp to northbound River Road is approximately 600 ft. south of the existing toll booths and is not expected to be a major factor in an AET conversion.

The average daily traffic on the bridge has decreased to 4,300 vehicles in the tolled direction. Of the traffic on the bridge, 8% are trucks. Due to the low volumes, there is not a significant traffic peak. Since the implementation of the dedicated E-ZPass lanes, queuing has been minimized at this plaza. The posted speed limit on the southbound approach to the toll plaza is 55 MPH. The current E-ZPass penetration is approximately 90%. The bridge receives few superloads.

### New Jersey Approach

The four-lane approach roadway is reinforced cement concrete. The Commission's jurisdiction extends for 968 feet from the bridge. There are three (3) ramps that connect U.S. Route 202 with New Jersey Route 29. The Route 29 overpass is a multi steel beam bridge with reinforced concrete decks. This approach is part of a four-lane limited access highway that continues to Somerville where it connects with U.S. Route 22 and Interstate 287.

### Utilities

All components of the highway lighting system are owned and maintained by the Commission, along with a 350kW diesel standby generator to back up the electrical service for the existing NHL TB facility. Texas Eastern Transmission Corp. gas lines cross Commission property. A 500 KV transmission line crosses the Commission property.

Operations and Maintenance Building

The operations and maintenance building comprises three floors connected by an elevator and three (3) stairways. Attached to the southeast corner of this area is a garage. The southwest wing is a single level which includes: the carpenter shop, boiler room, maintenance lunch and locker rooms. The main garage is located south of this area. The main level of the building houses operations offices. The upper level includes meeting rooms.

The building was constructed with structural steel framing, concrete floor slabs, reinforced concrete foundation walls, stone faced walls backed by masonry units. The roofing is metal. The windows throughout are aluminum framed with tinted glass.

Projects Since Original Construction

1976 – Contract No. T-260; Temporary highway connection from the original Pennsylvania end of construction to Pennsylvania L.R. 1086 spur was constructed along with a modernized intersection at Route 202 and Route 179.

1977 – Cleaning and painting metal roof of Operations Building by Purchase Order.

1980 – Lighting system converted to high pressure sodium vapor by Commission forces.

1985 – Cleaning and Painting terne roofs of Operations and Maintenance Buildings by Purchase Order.

1985 – Contract T-290; Reconstruction of the Pennsylvania Approach

1986 – Contract T-284; Toll Collection and Audit Equipment

1989 – Contract No. T-298; Resurfacing Pennsylvania Ramps

1990 – Commission forces added a 20 foot x 20 foot sand storage area adjacent to the material storage shed

2002 - New Hope-Lambertville TB One Way Conversion - Bridge Rehabilitation

2001 - New Hope-Lambertville TB Terne Roof Evaluation

2005 - New Hope - Lambertville TB Building Renovations & Addition

2005 - Purchase Of 350KW Package Generator Set For The New Hope-Lambertville TB Facility

2006 - New Hope-Lambertville Administration Building Terne Roof Replacement

2009 - New Hope Lambertville TB Cantilever Bracket Improvements

2010 - New Hope-Lambertville TB Electrical Improvements

2013 - New Hope-Lambertville TB PA & NJ Approach Roadways Repaving & NJ Route 29 Overpass Bearing Seat & Bridge Painting

2019 - New Hope-Lambertville TB Salt Storage Building

2018 - New Hope-Lambertville TB Floor System Rehabilitation

## **GENERAL PROJECT OVERVIEW**

### **Project Goals**

The need for the proposed NH-L Toll Bridge AET project is a result of the Commission's All-Electronic Tolling Implementation Plan, dated September 27, 2023. In 2019, the Commission instituted All-Electronic Tolling (AET) at the Scudder Falls (SF) Bridge when the bridge was reconstructed and converted from a toll-supported bridge to a tolled bridge. With AET, the option to pay with cash was not provided, and another payment method, Toll by Plate, was added. Thus, with AET the available payment methods are transponder-based (branded "E-ZPass") or Image-based tolling, which involves capturing images of vehicle license plates and invoicing the registered owner of the vehicle for the toll. This image-based method is branded "Toll by Plate". With these two (2) payment methods, there is no reason for vehicles to stop, change lanes or reduce travel speed.

Starting in 2018, in parallel with the SF Bridge Replacement project, the Commission completed a study to investigate the feasibility of AET for all Commission toll facilities. The study considered the imminent implementation of AET for SF and the full complement of topics that Commission should address to maximize the probability of success with future AET projects. The AET Study considered the future of implementation of AET at the other Commission tolled bridges, presenting advantages and disadvantages for each facility, conceptual design options, and priorities and timelines for those for which conversion is assessed favorably. The AET Study was completed in 2019. The Commission then requested an addendum to the AET Study in 2021 which included lessons learned in the tolling industry after completion of the original study and to capture other developments that occurred during the COVID-2019 pandemic.

The intent of this project is to provide the design to convert the existing NHLTB's existing toll plaza to an AET facility.

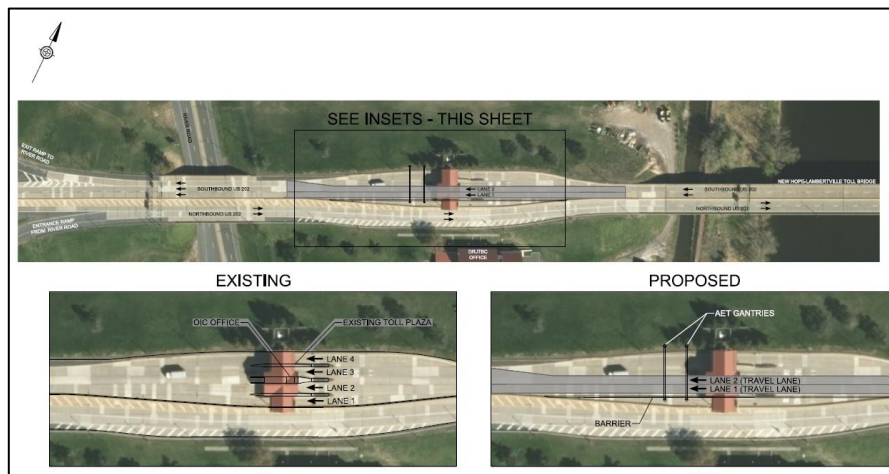
It is anticipated there will be one (1) construction contract. It is the Commission's intent to let a project that can be efficiently and economically completed in one (1) construction season (construction Contract Award to Contract Final Completion).

### **Project Area**

The project area includes the New Jersey approach roadway, the Pennsylvania approach roadway, the toll plaza and the New Hope – Lambertville Toll Bridge.

## **Project Description**

The September 2023 All-Electronic Tolling Implementation Plan documented preliminary considerations for the hard conversion to AET for the NHLTB. The preferred option for this plaza includes AET gantries downstream of the existing toll plaza spanning all four (4) lanes to mitigate maintenance of traffic needs during construction. The total removal of the existing toll plaza—including the OIC office would provide the lane configuration to match the lanes on the bridge. A dual monopipe gantry (to be determined) with consideration of stone facing on the gantry columns to match the existing Administration Building was considered.



Providing two (2) operating lanes at all times in the tolled direction is required during construction; however, staging and maintaining at least two (2) lanes at all times may be complicated due to the removal of the OIC office.

## **Preliminary Construction Sequence**

- In advance of plaza demolition/re-construction, complete final design, fabrication, and delivery of dual a Monopipe gantry.
- Stage 1 – Erect Gantries, AET Equipment Building and Associated Infrastructure
  - Permanently close Lane 1 (closest to the median) to construct median gantry foundations and posts. Divert adjacent lanes of eastbound traffic as needed.
  - Install a permanent median barrier and tie it to an existing barrier.
  - Construct gantry foundations and posts adjacent to Lane 4 (outside). Use temporary off-peak lane closure as needed. Install guide rail to protect posts.
  - Construct AET equipment building and associated infrastructure.
  - Replace pavement under the new gantries as necessary to provide long-life pavement in the toll zone and to prevent the installation of new roadway embedded loops, to support the new AET installation, from crossing both longitudinal and transverse joints. Specify non-metallic pavement reinforcement in the toll zone to reduce background noise for the roadway loops. Repair roadway with accelerated concrete



- patch to limit the time of lane restrictions. Install temporary lane striping to align with existing toll lanes.
- Erect gantries with short-term rolling roadway closures.
- Install and test the AET system.
- Install new AET signage as required.
- Implement AET in Place using a new toll system with traffic in existing Lanes 2, 3, and 4.
- Stage 2 – Demolish Existing Toll Plaza
  - Utilizing off-peak lane restrictions in the tolling area, remove the existing canopy.
  - Close existing Lane 2 and route traffic through existing Lanes 3 and 4.
  - Remove toll booth, island, and attenuator adjacent to Lane 2. Install temporary lane markings. Open the left AET lane.
  - Close existing lane 3. Maintain traffic through the new AET lane and existing Lane 4. Demolish the OIC office and access stairs. Remove the island and attenuator. Cap existing stairwell. Install temporary lane markings. Open right AET lane.
  - Close existing lane 4. Remove the remaining toll booth, island, and attenuator.
  - Remove temporary lane markings. Place final pavement markings.
  - Removal of excess pavement in the right shoulder could be considered to reduce attempts to evade tolls.

### **Design Project Schedule**

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

- Anticipated Award/Limited Notice to Proceed (LNTP) – June 25, 2024.
- Workshop to review project features, such as the power and communications infrastructure, AET Gantry, major AET in-lane and roadside components, AET equipment building requirements, roadway design, toll plaza demolition and the maintenance and protection of traffic and staging options – within 14 days of LNTP.
- Preliminary Design Submission – within 45 days of Workshop.
- Commission comments on Preliminary Design Submission – within 14 days of receipt of Preliminary Design Submission.
- Pre-Final Design Submission – within 30 days of receipt of Commission comments for the Preliminary Design Submission.
- Commission comments on the Pre-Final Design Submission – within 14 days of receipt of the Pre-Final Design Submission.
- Final Design Submission – January 2025.
- Anticipated Construction Contract bid date – January 2025.

### **Project Funding**

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

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

The Commission provides the following Scope of Services comprised of three (3) parts as outlined below:

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

The Consultant is encouraged to amplify upon this Scope of Services in their proposal, as appropriate, with the goal of submitting the final design package in January 2025.

Services include, but are not limited to:

1. Manage and administer the project.
2. Develop Preliminary Design documents, including Preliminary Plans, Outline Specifications and costs. Develop two (2) AET gantry designs (type and form), one for high traffic volume facilities and one for low traffic volume facilities. The goal is for the Commission to utilize these AET gantry designs in all future AET conversions.
3. Complete the final design based on the accepted preliminary design.
4. Develop Final Design Contract Documents for review and approval.
5. Provide post-design services supporting the bidding (pre-award) and construction (post-award) activities.

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. Documents shall be in PDF format, bookmarked, indexed and searchable. Electronic and executable files shall accompany all final submissions.

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

## **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 and III** and for the anticipated construction.

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

Other agencies may include, but are not limited to:

- The Pennsylvania Department of Transportation (PENNDOT)
- The New Jersey Department of Transportation (NJDOT)
- Bucks County, PA
- Solebury Township, PA
- Hunterdon County, NJ
- Delaware Township, NJ
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police

**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, primary electrical service feed and distribution, normal and emergency power systems, roadway / bridge lighting, water service, sewer service, gas service, drainage system, communication cabling, traffic counting loops, electronic surveillance / detection system, electronic toll collection systems 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.
- Notify the municipalities and request the names of the utility companies that may be located within the project area but are not subscribed to the area's ONE CALL SYSTEM.
- 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.
- Show all utility locations on plans.
- The Consultant will include in their plans all utility types and locations and advise the Contractor of their existence as well as the need for the Contractor to implement measures to protect them from being damaged during construction.

- The Consultant shall coordinate with the Commission and/or the Commission's Electronic Surveillance System (ESS) vendor for the relocation, temporary relocation, and/or upgrade of the Commission's ESS at this bridge location.
- The Consultant shall coordinate with the Commission and its Electronic Toll Collection System provider for the location and maintaining of the existing electronic toll system at this bridge location during construction.

## **Task E. Public Involvement**

### *1) Public Involvement*

The Consultant shall assist the Commission with engaging the public and communicating project information as required. The Commission will use available resources to communicate project information including, but not limited to, web sites, social media and print materials. The Consultant, working closely with the Commission, will support public information and communications and shall support the preparation of 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 supporting the Commission with the preparation of all necessary notifications, agendas, minutes, displays, exhibits, graphics and like material as needed for the meetings.

The Consultant shall include a level of effort sufficient to meet the minimum requirements as described herein for this task.

At a minimum, the Consultant will provide the following:

- The Consultant will assist the Commission in developing and placing advertisements and flyers to raise public awareness and maximize public education. Advertising should include online local news outlets, appropriate social media sites that serve the host communities and through banner advertisements placed through geofencing on navigation systems (WAZE) and mobile apps (banner ads on Weather.com app, for example.) The Consultant also shall produce a banner to be installed on the AET gantry prior to the opening of the facility. The banner must be at least four (4) feet in height and grommeted.
- The Consultant shall help organize and arrange a ceremonial public event to mark the completion of this project, with assistance from Commission staff.
- In coordination with the Commission, the Consultant shall design and arrange for the installation of a plaque commemorating the project along with a brief history of the bridge crossing.

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

**Task F. Unforeseen Services**

The Consultant shall include a Pre-Determined Amount (PDA) item in their Fee Proposal in an amount of \$50,000 for unforeseen services. Services to be provided will be “if and where directed” by the Commission. Under no circumstance shall the Consultant proceed with services under this Task until there is agreement by the Consultant and the Commission as to the need, the hours and the cost to perform the additional work. Work under this Task shall commence only upon receipt of written notification from the Commission authorizing the work and cost. Any work under this task performed by the Consultant without prior Commission authorization shall be at the sole risk of the Consultant.

**Part II - Preliminary and Final Design Services**

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

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

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

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

**Task A. Preliminary Design**

Based on the All-Electronic Tolling Implementation Plan, the Consultant shall proceed with the preparation of Preliminary Design Documents.

The Preliminary Design shall be in the form of 60% complete contract drawings of the elements to be constructed, showing the scope of work and details for new design or new features. A preliminary construction cost estimate, preliminary construction schedule and outline specifications (special provisions and technical) are to be furnished.

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

***1) Design Criteria***

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

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. Unless specified otherwise, all work shall be in accordance with:

- Latest editions of the Pennsylvania Department of Transportation (PENNDOT) Design Manuals and standards as applicable to Site Development.
- Latest edition of the International Building Code as adopted by the Pennsylvania Department Labor & Industry
- Latest edition of the International Existing Building Code as adopted by the Pennsylvania Department Labor & Industry

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

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

Additionally, the report shall include a determination as to the extent of permits that are required for the proposed work.

***2) Topographic Survey and Plan Preparation***

The Consultant shall perform field survey and conduct data collection efforts to document existing conditions within the project area to be defined as part of the Project. The Consultant will be required to prepare base mapping for the preparation of construction plans and details at appropriate scales compatible with MicroStation format.

The plans and specifications should be developed in accordance with the policy and procedures of the Pennsylvania Department of Transportation (PennDOT), PennDOT Publication 408-2003, and all its supplements and applicable AASHTO design standards.



The Consultant is responsible for developing new survey for the project that reflects current conditions. The locations of all utilities shall be field verified and shown on the plans. 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) Electronic Surveillance System (ESS)***

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

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

### ***4) Electronic Toll Collection System Infrastructure***

The consultant shall coordinate project staging to address the Commission's need to maintain the existing electronic toll collection system until successful testing and cutover to the new all electronic toll collection system. The consultant shall establish provisions in the contract documents to protect and maintain the operation of the existing electronic toll collection system and the infrastructure that supports it without interruption. Further, the consultant shall consider the condition, capacity and ability for existing building systems to be extended to and utilized for the new AET system. This includes but is not limited to the facility electrical service, back-up power generator, telecommunications (WAN, LAN, cellular and radio systems), life safety systems to meet the needs during construction when two (2) electronic toll collection systems will be operational.

The consultant is required to coordinate with the Commission's electronic toll collection system vendor for equipment and other hardware requirements associated with maintaining and operating the existing electronic toll collection system during construction and prior to cutover to the new all electronic toll collection system.

The consultant shall coordinate with the all electronic toll collection system vendor to understand the needed infrastructure (including, but not limited to gantry or gantries, gantry type, roadway material, limiting the use of metal in and around the roadway of the toll zone, conduit, junction boxes, equipment mounting brackets, equipment cabinets, adjacent AET equipment building with access control and security cameras to house the all electronic tolling system, lighting needs, lightning protection, etc.) to support the all electronic toll collection system. The Commission's goal is to construct the necessary infrastructure that provides a high level of accommodation for the AET system and creates no interference with the existing toll collection systems operation. The consultant should gain an understanding for the AET vendor including their requirements for in-lane, roadside and

auxiliary building systems to design, install, test and commission the system prior to cutover. It is anticipated that the Commission's all electronic toll collection system vendor will participate in design workshops with the consultant and the Commission to capture their infrastructure and implementation needs. Further, the vendor will be included in reviews of the Preliminary Design, Pre-Final Design and Final Design submission materials and their review comments will be addressed.

***5) All Electronic Tolling Gantry and Equipment Building***

This task includes the development of two (2) separate all electronic tolling gantry configuration options (type and form) and associated AET equipment building. The goal is to design two (2) separate gantry standards that the Commission will use on all AET projects. One gantry will be for high-volume facilities and the second gantry will be for low-volume facilities. For the high-volume facilities, the Commission is considering a gantry design that allows for maintaining the all electronic toll collection equipment without having to close a roadway lane. For the low-volume facilities, the closing of the roadway lanes to maintain the all electronic toll collection system will be acceptable.

The gantry design should consider a single gantry solution versus two gantries, whether to require that the gantries be "walkable" (and thus enable maintenance from above and reduce lane/road closures), whether the design should be "utilitarian" or "welcoming", and whether the designs should be uniform across the Commission or they should mirror unique local architectural elements at each facility.

Wherever possible/feasible, and as budget allows, the gantry designs will seek to incorporate some elements that match the existing infrastructure and/or environment (such as bricks on the gantry vertical supports that match the other facility exteriors).

For the AET equipment building, the Consultant shall prepare sketches (site plan, floor plan, building elevation, building section and 3D renderings) demonstrating an efficiently sized and configured, context-sensitive building. Identify primary design features, elements, layouts and infrastructure/building services (M, E, P, FP, telecom, etc.) with sufficient information to allow the Commission to fully understand the building concepts and make decisions to proceed with Preliminary Design.

The consultant shall facilitate workshops with Commission staff and its all electronic tolling system vendor to discuss the required elements and functionality of the gantries and support building.

***6) Preliminary Design Submission***

This submission will be required to be in the form of 60% complete contract drawings of the elements to be constructed, showing the scope of work, items of repairs / improvements, and details for new design or new features. A preliminary construction cost estimate, preliminary construction schedule and outline specifications (special provisions and technical specifications) are to be furnished.

All plans will be prepared in English units. The Preliminary Design Submission is to include CADD drawing files compatible with Micro Station SE or more current edition, 11" x 17" PDF drawing files,

specifications in Microsoft Word, and spreadsheets in Microsoft Excel, including Engineer's Estimate prepared in accordance with PENNDOT methods, along with a preliminary construction schedule in Microsoft Project format that will be required to be furnished to the Commission at the conclusion of the preliminary design. BIM LOD 200 will be required to be furnished to the Commission at the conclusion of the preliminary design.

The Preliminary Design submission shall be submitted within forty-five (45) calendar days of the workshop.

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

## **Task B. Final Design**

### *1) Pre-Final Design Submission*

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

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

CADD drawing files compatible with Micro Station SE or more current edition, 11" x 17" PDF drawing files, specifications in Microsoft Word and PDF formats, and spreadsheets in Microsoft Excel and PDF formats, including the Engineer's construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission. BIM LOD 300 will be required to be furnished to the Commission with this submission for the AET gantry and equipment building.

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

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

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

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

## *2) Final Design Submission*

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

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

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

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

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

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

### **Part III – Post-Design Services**

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

##### *1) Pre-Award Services*

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

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

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

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

##### *1) Post-Award Services*

Services include but are not limited to:

- Review of all Contractor submittals including shop drawings, material and equipment submittals.
- Attendance at the construction contract's, pre-construction meeting, the CM/CI's kick-off meeting and all Punch List meetings.
- Attendance at and preparation for same, bi-weekly progress and schedule update meetings. For proposal purposes assume a construction duration of one (1) construction Season / eleven (11) months for the construction contract and attendance at ½ of the bi-weekly construction progress and schedule update meetings.
- Respond to all Requests for Information including field visits to discuss these issues.

- Prepare Change of Plans and respond to any design related question and/or request for document clarification. The Consultant is responsible, at no cost to the Commission, to correct any errors or omissions on the plans.
- Preparing change order estimates and recommendations.
- Prepare Final as-built plans, in CADD, based on redline as-built field drawings provided by the CM/CI team overseeing the construction.

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

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

## **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 **Charles Stracciolini, Program Manager - Technology**.

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 within the timeframes described above after receipt of the Notice of Award/Limited 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 for 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 and III.

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:

<b><u>Proposal Schedule</u></b>	<b><u>Date</u></b>
Issue / Post RFP on Website	March 4, 2024
Pre-Proposal Submission Meeting	March 12, 2024
Closing Date for Submittal of Inquiries	March 19, 2024
Responses to Inquiries	March 21, 2024
<b>Closing Date for Proposal Submission - Submittal of Technical Proposal and Fee Proposal</b>	<b>April 1, 2024</b>
Oral Presentations (if required)	April 30 and May 1, 2024
Fee Proposal Review and Negotiation	May 20 - 31, 2024
Anticipated Notice of Award	June 25, 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 Target for this project is 25%.

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

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

- of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing the final Proposal.
13. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
  14. Proposals must be submitted by **2:00 PM**, local time, on the date indicated in the **Proposal Schedule** and transmitted by email / file transfer to the Project Manager ([cstracciolini@drjtbc.org](mailto:cstracciolini@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). Due to email attachment size limitations, Proposals may be divided in parts and transmitted by way of multiple emails provided the emails and their corresponding attachments are labeled accordingly. The Commission does not accept emails larger than 35MB in size.
  15. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334 at 10:00 AM, local time, on the date indicated in the **Proposal Schedule**.
  16. Inquiries concerning this RFP are to be directed, in writing, to Kevin M. Skeels, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 1199 Woodside Road, Yardley, PA 19067, Attention: Charles Stracciolini, Program Manager. Inquiries by US Mail or email are acceptable. Email inquiries are to be directed to the Project Manager ([cstracciolini@drjtbc.org](mailto:cstracciolini@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). The inquiry deadline is 3:00 PM, local time, on the date indicated in the **Proposal Schedule**.
  17. The Consultants shall be fully responsible for the delivery of their 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/cas

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-754A, CAPITAL PROJECT 2016A

PROFESSIONAL ENGINEERING SERVICES

FOR

NEW HOPE – LAMBERTVILLE TOLL BRIDGE

ALL ELECTRONIC TOLLING (AET) DESIGN

**TABLE OF CONTENTS**

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

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### **Signatures**

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

#### **Incurring Costs**

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

#### **News Releases**

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

#### **Addendum to RFP**

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

#### **Acceptance of Proposal**

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

#### **Rejection of Proposal**

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



Insurance and Indemnification Requirements

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

Right to Audit

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

## **ATTACHMENT II**

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

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

#### **INSURANCE:**

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

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

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

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

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

Coverage to include:

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

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

5. Property of Covered Party:

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

**ADDITIONAL COVERAGES AS NEEDED:**

7. Pollution/Environmental Impairment Liability Coverage:

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

a) Limits of Insurance:

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

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

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

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

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

1. Bodily injury and property damage to third parties

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

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

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

8. Watercraft Liability Insurance:

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

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

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

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

**The Insurance requirements listed in Items 7, 9 & 10 are waived for Contract No. C-754A – New Hope – Lambertville Toll Bridge All Electronic Tolling (AET) Design. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.**

Deductibles and Self-Insured Retentions:

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

Financial Rating of Insurance Companies:

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

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

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL 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**

ACORD®		Capital Program Consultants		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>								
<p>PRODUCER</p> <p>SAMPLE</p> <p>Effective 1/1/2012</p>				<p>CONTACT NAME:</p> <p>PHONE (A/C No. Ext):</p> <p>FAX (A/C No.):</p> <p>ADDRESS:</p> <p>PRODUCER:</p> <p>CUSTOMER ID #:</p>				
INSURED				INSURER(S) AFFORDING COVERAGE		NAIC #		
				INSURER A : X=A- (Excellent) or Higher				
				INSURER B : X= Class VII or Higher				
				INSURER C :				
				INSURER D :				
				INSURER E :				
				INSURER F :				
<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b>      <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>								
INSTR	TYPE OF INSURANCE	ADD SUBR	INSR	W/O	POLICY NO.	POLICY EFF	POLICY EXP	LIMITS
	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC</p>				*Per Project or Per Location must be checked			<p>EACH OCCURRENCE</p> <p>DAMAGE TO RENTED PREMISES (See occurrence)</p> <p>VED EXP (Any one person)</p> <p>PERSONAL &amp; ADV INJURY</p> <p>GENERAL AGGREGATE</p> <p>PRODUCTS - COMP/OP AGG</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>							<p>COMBINED SINGLE LIMIT (See accident)</p> <p>BODILY INJURY (Per person)</p> <p>BODILY INJURY (Per accident)</p> <p>PROPERTY DAMAGE (Per accident)</p>
	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DEDUCTIBLE:</p> <p>RETENTION \$</p>							<p>EACH OCCURRENCE</p> <p>AGGREGATE</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under SPECIAL PROVISIONS below</p> <p>Other applicable coverage shown here (see attached)</p>	Y/N						<p><input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTHER</p> <p>E.L. EACH ACCIDENT</p> <p>E.L. DISEASE - EA EMPLOYEE</p> <p>E.L. DISEASE - POLICY LIMIT</p> <p>\$2,000,000 per occurrence / \$4,000,000 agg</p> <p>\$1,000,000 - \$5,000,000 (Refer to Contract)</p>
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Contract# Certificate holder, the Commonwealth of PA, &amp; the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/when contributing. No Cross Suits Excl. Umbrella/Excess policy follows form. Waiver of subrogation applies to all coverages where applicable by law. The SIR is not greater than \$50,000 on any policy above(except professional-see requirements). Deductibles must be stated</p>								
<b>CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>			
<p>Delaware River Joint Toll Bridge Commission</p> <p>110 Wood &amp; Grove Streets</p> <p>Morrisville, PA 19067</p>					<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>			

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

**CHOOSE ONE:**

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

**Or**

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

**Or**

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

POLICY NUMBER: Must Match GL Policy Number on  
Certificate

COMMERCIAL GENERAL LIABILITY

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART,

**SCHEDULE**

**Name of Person or Organization:**

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

OR

Any organization where required by written  
contract

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

**2. Exclusions**

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

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

**ATTACHMENT III**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

CONTRACT NO. C-754A

NEW HOPE – LAMBERTVILLE TOLL BRIDGE  
ALL ELECTRONIC TOLLING (AET) DESIGN

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

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in **Attachment II** of this RFP, and will comply and have any designated subconsultants comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract No. C-754A.

\_\_\_\_\_  
(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-754A

C-754A – NEW HOPE – LAMBERTVILLE TOLL BRIDGE  
ALL ELECTRONIC TOLLING (AET) DESIGN

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

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website [www.drjtbc.org](http://www.drjtbc.org) and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-754A.

\_\_\_\_\_  
(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-XXXXA**

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

**WITNESSETH:**

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

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

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

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

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

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

**ARTICLE I – WORK AND SERVICES**

**A. Subject and Scope of Services**

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

**B. Staff and Facilities**

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

**C. Supervision**

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

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

**D. Confidentiality**

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

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

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

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

**B. Consultant**

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

**C. Employee of Consultant**

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

**ARTICLE III – COMPENSATION OF CONSULTANT**

**A. Terms of Compensation**

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

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

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

**B. Periodic Statements**

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

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

**A. Assignment or Transfer of Contract**

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

**B. Subcontracts**

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

**ARTICLE V – LEGAL AND PUBLIC RELATIONS**

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

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

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

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

**C. Indemnification**

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

**D. Claims**

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

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

**E. Non-Discrimination**

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

**F. Laws to be Observed**

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

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

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



**H. Disputes**

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

**I. Dissemination of Information**

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

**J. News Releases**

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

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

**A. Work Change Orders**

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

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

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

**ARTICLE VII – CONSULTANT’S INSURANCE**

**A. Consultant’s Insurance**

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

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

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

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

**B. Inspection by the Commission**

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

**ARTICLE IX – TERMINATION**

**A. Default of Consultant**

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

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

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

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

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

**C. Payment upon Termination in the Interest of the Commission**

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

**ARTICLE X – SUCCESSORS OF THE PARTIES**

**A. Successors of Parties**

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

**ARTICLE XI – DEFINITIONS**

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

**ARTICLE XII – MISCELLANEOUS**

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

If to the Commission: Delaware River Joint Toll Bridge Commission  
Administration Building  
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 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**

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

---

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

**Project Name:** New Hope – Lambertville Toll Bridge All Electronic Tolling (AET) Design

**Client's Project Number:** C-754A **Consultant's Project Number:** \_\_\_\_\_

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

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

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

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

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

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

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



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

PRIME CONSULTANT NAME

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

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Contract No. C-754A  
Capital Project 2016A**

**Delaware River Joint Toll Bridge Commission  
New Hope – Lambertville Toll Bridge  
All Electronic Tolling (AET) Design**

Part	Task	Task Description	Total
<b>II</b>		<b>Preliminary and Final Design Services</b>	
<b>II</b>	<b>A</b>	<b>Preliminary Design</b>	
	1)	Design Criteria	0
	2)	Topographic Survey and Plan Preparation	0
	3)	Electronic Surveillance System (ESS)	0
	4)	Electronic Toll Collection System	0
	5)	All Electronic Tolling Gantry	0
	6)	Preliminary Design Submission	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>II</b>	<b>B</b>	<b>Final Design</b>	
	1)	Pre-Final Design Submission	0
	2)	Final Design Submission	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
		<b>SUB-TOTAL HOURS - PART II</b>	<b>0</b>
<b>III</b>		<b>Post Design Services</b>	
<b>III</b>	<b>A</b>	<b>Pre-Award Services</b>	
	1)	Pre-Award Services	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
<b>III</b>	<b>B</b>	<b>Post-Award Services</b>	
	1)	Post-Award Services	0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>
		<b>SUB-TOTAL HOURS - PART III</b>	<b>0</b>
<b>TOTAL HOURS</b>			<b>0</b>

**ATTACHMENT VIII  
SCHEDULE B1 - FEE PROPOSAL**

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

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Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>I</b>	<b>D</b>	<b>Utility Coordination</b>								
	1)	Utility Coordination								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>E</b>	<b>Public Involvement</b>								
	1)	Public Involvement								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>I</b>	<b>F</b>	<b>Unforeseen Services</b>								
	1)	Unforeseen Services	NA	NA	NA	NA	NA	NA	NA	NA
		<b>SUB-TOTAL HOURS</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
		<b>AVERAGE RATE (Composite Rate)</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	
		<b>SUB-TOTAL DIRECT COST</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>\$ 50,000.00</b>
		<b>SUB-TOTAL HOURS - PART I</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate) - Part I</b>								
		<b>SUB-TOTAL DIRECT COST - PART I</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>
<b>II</b>		<b>Preliminary and Final Design Services</b>								

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Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
<b>II</b>	<b>A</b>	<b>Preliminary Design</b>								
	1)	Design Criteria								0
	2)	Topographic Survey and Plan Preparation								0
	3)	Electronic Surveillance System (ESS)								0
	4)	Electronic Toll Collection System								0
	5)	All Electronic Tolling Gantry								0
	6)	Preliminary Design Submission								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>II</b>	<b>B</b>	<b>Final Design</b>								
	1)	Pre-Final Design Submission								0
	2)	Final Design Submission								0
		<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>SUB-TOTAL HOURS - PART II</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>AVERAGE RATE (Composite Rate) - Part II</b>								
		<b>SUB-TOTAL DIRECT COST - PART II</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III		Post Design Services								
III	A	Pre-Award Services								
	1)	Pre-Award Services								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	B	Post-Award Services								
	1)	Post-Award Services								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART III	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate) - Part III								
		SUB-TOTAL DIRECT COST - PART III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL HOURS			0	0	0	0	0	0	0	0
AVERAGE RATE (Composite Rate)										
TOTAL DIRECT COST			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00

**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

**SUB-CONSULTANT EXPENSES**

Subconsultant A	-	\$	0.00
Subconsultant B	-	\$	0.00
Subconsultant C	-	\$	0.00
Subconsultant D	-	\$	0.00
Subconsultant E	-	\$	0.00
		+	\$ 0.00
Total Sub-Consultant 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
Other	-					\$	0.00
Other	-					\$	0.00
						+	\$ 0.00
Total Out-of-Pocket Expenses						\$	0.00

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