



"Preserving Our Past, Enhancing Our Future"

February 3, 2023

To: All Consultants

Re: Request for Proposal (RFP)
Professional Engineering Services
I-78 New Jersey Roadway Rehabilitation and Power & Communication Infrastructure
Design
Contract No. C-766A: Capital Projects 1322A and 1602C

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional engineering design services for the I-78 New Jersey Roadway Rehabilitation and Power & Communication Infrastructure Design. This solicitation for a Proposal is for professional consultant design services to include verification of condition assessment, preliminary and final design, and post design services for the rehabilitation of the I-78 New Jersey Approach Roadway and reassessment of the preliminary design documents associated with the I-78 Power and Communication Infrastructure Design Services as developed by Arora and Associates, P.C. in October 2022 along with the preliminary and final design and post design services for the I-78 Power and Communication Infrastructure Design. The proposed I-78 New Jersey Approach roadway improvements stem from the inspection and maintenance reports prepared by the Commission's General Engineering Consultant (GEC) in recent years. The primary objective of this project is to rehabilitate the Commission's NJ portion of Interstate 78, and upgrade and extend the Commission's I-78 approach roadway Electronic Surveillance/Detection System (ESS), as described in the following narrative.

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

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

The intent of this RFP is for the Commission to select a Prime Consultant, based on their proposal submission and in accordance with the RFP Process (One-Step Process) outlined in the Procurement Process Guidelines for Professional Services in Support of Commission Operations and Capital

Improvement Program. A copy of the guidelines is available at the following Commission website: http://www.drjtbc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf.

Consultants who possess previous project experience meeting the requirements similar to that of the Pennsylvania Department of Transportation (“PENNDOT”) and/or New Jersey Department of Transportation (“NJDOT”) disciplines noted below, which can provide a committed full-time staff as required to perform the services described herein, are encouraged to submit a Proposal. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (Attachment I) of this RFP. Consultants must, through their submission, demonstrate their ability to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control (“QA/QC”) standards.

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

The Consultant Team responding to this RFP shall demonstrate in their proposal, as a minimum, collective previous project experience, including Project Descriptions (client, fee, description of service), meeting the requirements similar to that of the PENNDOT prequalification categories of Structure Design, Roadway Design, Field Surveying, Traffic Engineering and Construction Support Services, Intelligent Transportation Systems (ITS) 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 disciplines, however, are requested to submit current PENNDOT or NJDOT certificates in these technical disciplines if available.

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

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

The Prime Consultant must perform the largest percentage of the work of any consultant team member.

The Commission recently adopted a formalized Contract Compliance Program policy to encourage the utilization of Identified Business Enterprises (IBEs) in all phases of contract opportunities. The

goal of this policy is to provide equal opportunity and access for all consultants, subconsultants, contractors, subcontractors, vendors, and suppliers for the economic benefits provided by contract opportunities generated by this Commission. By extending meaningful and substantial opportunities for all businesses, the policy helps to prevent exclusionary and discriminatory business practices. The Commission is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and to contract with the Commission on an equitable basis.

The policy builds on the record of achievement the Commission has realized in recent years through its establishment of contractual goals for minority, women and small-business enterprises. In addition to Minority, Women and Small-business enterprise designations, the IBE designation extends opportunities in public contracts to other duly certified business enterprise designations. These include Disadvantaged Business Enterprises, Veterans Business Enterprises, and Disabled Business Enterprises.

The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization target for this contract. Full information on the Commission's Contract Compliance Program along with a copy of the necessary submission forms can be found on the Commission's website under the heading *Doing Business*.

On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These can be found at http://www.drjtb.com/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.

BACKGROUND

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

The Commission operates an Electronic Surveillance/Detection System (ESS) which includes cameras that transmit images via wireless communication networks. The network supporting the approach roadways of the I-78 Toll Bridge, SunWize solar power and Fluidmesh wireless

communication equipment, has reached the end of its useful life and does not have sufficient capacity to support emerging technologies, expanded camera coverage and future ITS applications.

INTERSTATE 78 TOLL BRIDGE

This is one of the eight (8) toll bridges located and operated within the Commission's jurisdiction. The river crossing is located approximately two (2) miles south of the confluence of the Lehigh and Delaware Rivers in Northampton County, PA and Warren County, NJ. The main river bridge structure, opened to traffic on November 21, 1989, serves as a link between Newark, New Jersey and Harrisburg, Pennsylvania by way of Interstate 78. The completion of the main river bridge structure and connecting roadways and approach structures has significantly reduced the traffic congestion previously experienced across the river on US 22, in the Easton-Phillipsburg area.

The main river bridge structure is a 1,222-foot-long, seven (7) span, twin structure. Each superstructure consists of four welded steel plate girders with a ten-inch reinforced concrete deck. Each bridge roadway is 48 feet wide with three 12-foot lanes flanked by 4- and 8-foot shoulders. Each of the two structures, serving either east or westbound traffic, rests on "Y" shaped reinforced concrete piers.

PENNSYLVANIA APPROACH

This approach is a six-lane limited access highway constructed of reinforced concrete overlaid with asphalt. The Commission's jurisdiction begins with the diamond interchange located at Morgan Hill Road and extends to the Delaware River Bridge. The jurisdiction includes the four ramps at the Morgan Hill Road interchange, which are also constructed of reinforced concrete. The length of the approach roadway is approximately 2.25 miles and includes five bridge structures.

Approximately 1.85 miles east of the Morgan Hill Interchange, there is a twin structure carrying I-78 over Route 611. Each superstructure consists of multi-girder steel stringer bridge with concrete deck.

The remaining three bridge structures include the following: Morgan Hill Road Bridge Overpass, Cedarville Road Overpass and Service Road Overpass.

TOLL PLAZA

On the Pennsylvania side, there is a toll facility located in Northampton County, Pennsylvania, approximately one mile west of the Delaware River. There are four conventional lanes protected by a full canopy adjacent to two open road tolling (ORT) lanes, available for westbound toll collection. The outside conventional lane is eighteen feet wide in order to accommodate oversized vehicles while the remaining three conventional lanes are each ten feet wide. The ORT lanes are each 12 feet wide. The overhead clearance for the conventional lanes is 17 feet from the top of the roadway to the bottom of the canopy; whereas, the overhead clearance for the ORT lanes is 20 feet from the top

of the roadway to the bottom of the “space frame”. (Note: These clearances are encroached upon by electronic toll collection equipment suspended from the canopy and “space frame”).

NEW JERSEY APPROACH

The Commission's jurisdiction includes the six-lane roadway, constructed of reinforced concrete with a bituminous wearing surface, between the Delaware River Bridge and the semi-directional interchange at Still Valley, also known as Interchange 3 or Exit 3. The jurisdiction also includes the bituminous ramps; Ramp A, Ramp B and Ramp D at the Still Valley interchange. The length of the approach roadway is approximately 4.75 miles and includes six bridge structures.

Within the interchange at Still Valley, there is a simply supported steel multi-girder twin structure with a reinforced concrete deck carrying I-78 over Ramp C. Approximately 1.85 miles west of the interchange at Still Valley, there is a continuous steel, multi-girder twin structure with a reinforced concrete deck carrying I-78 over Route 519.

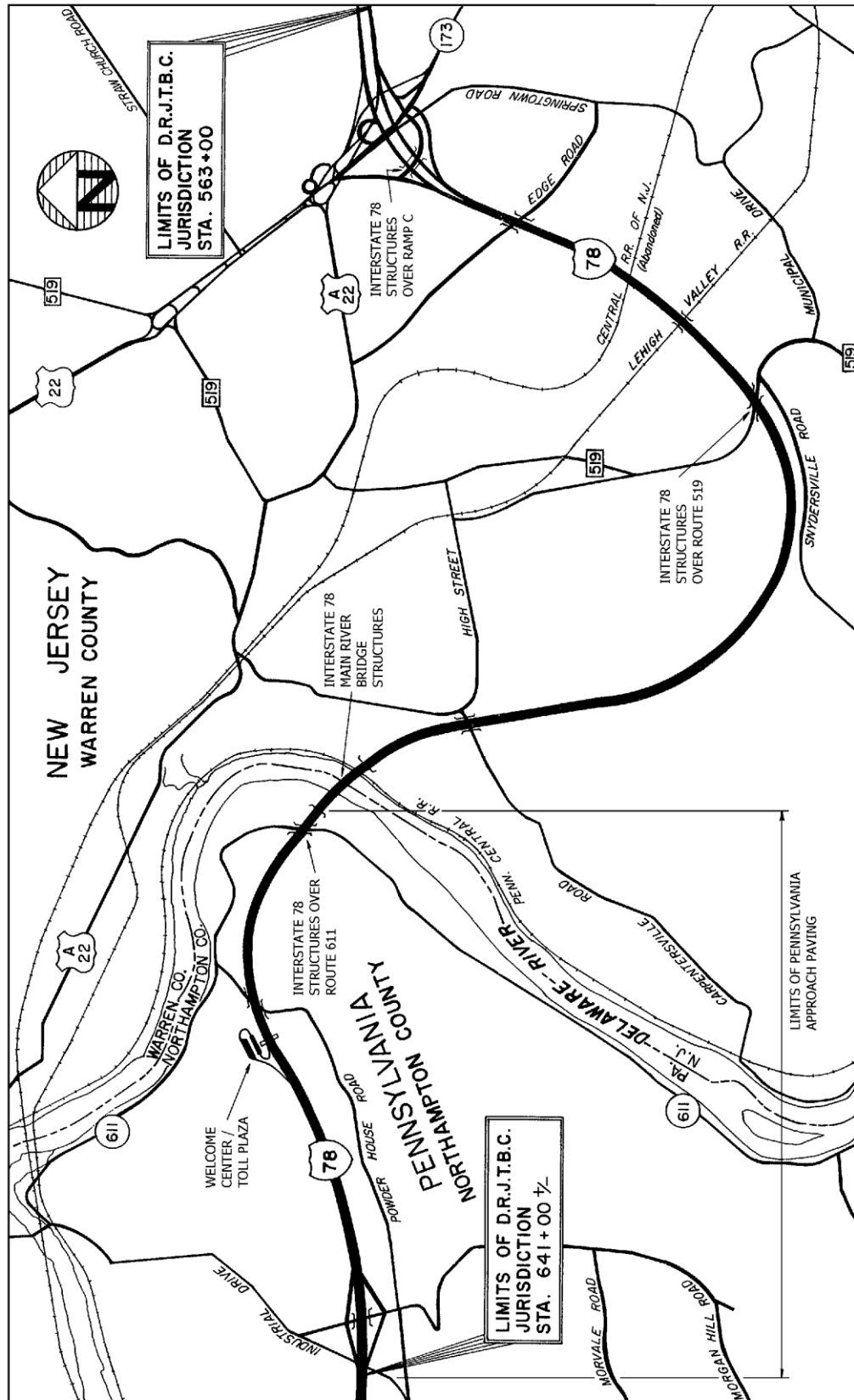
The remaining two bridge structures include the following: Carpentersville Road Overpass and Edge Road Overpass. The Carpentersville Road Overpass is a 207-foot-long, continuous steel, multi-girder bridge with a reinforced concrete deck. The bridge is 56 feet wide with two 20-foot-wide lanes, one in each direction and 6-foot-wide concrete sidewalks along each lane. This overpass bridge is located in New Jersey approximately 0.65 miles from the Delaware River. The Edge Road Overpass is a 276-foot-long, continuous steel, multi-girder bridge with a reinforced concrete deck. The bridge is 44 feet wide with two 15-foot-wide lanes, one in each direction and 6-foot-wide sidewalks along each lane. This overpass bridge is located in New Jersey approximately 3.37 miles from the Delaware River.

UTILITIES

There are some underground utilities along I-78 and the utilities are attached to a number of structures within the Commission's jurisdiction. Other than drainage and the facilities associated with the lighting, utilities impacts should be minimal.

PENNDOT WELCOME CENTER

The operations building houses a PENNDOT Welcome Center. The Welcome Center is accessible for motorists traveling westbound on Interstate 78 and offers both passenger car and truck parking adjacent to a travel information center. Access and egress ramps are located to the west of the toll plaza for I-78 westbound traffic, after they pass through the toll plaza. To the east of the toll plaza there is a restricted access ramp from I-78 westbound for use by the Commission's maintenance forces and other authorized vehicles.



GENERAL INFORMATION

The following repairs have been performed to the bridge or toll facility:

- 1993 - Drilling and Grouting Subsurface Voids New Jersey Approach (Contract No. T-321)
- 1995 - Median Drainage Pipe and Concrete Slab Replacement New Jersey Approach (Contract No. T-332)
- 1995 - Drilling and Grouting Subsurface Voids New Jersey Approach (Contract No. T-335)
- 1998 - Median Drainage Pipe New Jersey Approach (Contract No. T-354)
- 1998 - Relocation of the Welcome Center Entrance Including the Reconfiguration of the Associated Parking Facility (Contract No. T-353)
- 1998 - Pavement Patching
- 2000 - Emergency Inlet Repair Pennsylvania Approach (Contract No. T-361)
- 2003 - Salt Storage Facility (Contract No. T-392R)
- 2004 - I-78 Toll Bridge Expansion Dam Replacement (Contract No. T-410)
- 2004 - I-78 Toll Plaza Roadway Approach Restriping (Contract No. T-422AR)
- 2004 - Emergency Repair of Settled Roadway Slab on the Eastbound Mainline below the Carpentersville Overpass in New Jersey (Contract No. T-482A)
- 2009 - I-78 Roadway Rehabilitation New Jersey Approach (Contract No. T-424A)
- 2010 - I-78 Open Road Tolling (Contract No. DB-427B)
- 2010 - Electronic Surveillance / Detection System (Contract No. DB-396A)
- 2011 - Roadway Median Improvements (Contract No.'s DB-562A & DB-563A)
- 2011 - I-78/CR 519 Overpass Deck Joint Header Replacement (Contract No. T-601A)
- 2013 - I-78 Roadway Rehabilitation Pennsylvania Approach (Contract No. T-506A)
- 2015 - I-78 Toll Bridge Main River Bridge Lighting Relocation (Contract No. T-506B)
- 2016 - I-78 Bridges and Approach Slabs Rehabilitation (Contract No. T-644A)
- 2019-2022 - Several Job Order Contracts for Pavement Patching (Contract TTS-734A)

Available Information for the selected Consultant is on file at the Commission's Administrative Offices located at 1199 Woodside Road, Yardley, PA 19067.

GENERAL PROJECT OVERVIEW

A. PROJECT DESCRIPTION

The Delaware River Joint Toll Bridge Commission ("Commission") is preparing to undertake improvements to the I-78 New Jersey approach roadway and the addition of Power & Communication Infrastructure improvements in New Jersey and Pennsylvania within the Commission's jurisdiction. The need for this work has been identified in the Commission's Annual Maintenance Report and through follow-up field inspections performed by the Commission's Engineering and Capital Program Management Consultant Staff. A number of interim longitudinal and transverse joint rehabilitation Job Order Contract (JOC) Assignments have been performed along the NJ approach roadway over the past few years to supplement the overall need to replace the wearing surface. The primary objective of this project will be to address the facility deficiencies identified by the General Engineering Consultant in the recent Maintenance Report and the aforementioned follow up field inspections. The intent of this project is to provide all repairs

required so that the NJ approach roadway will not need any additional major repairs for a period of fifteen (15) years.

This project will generally consist of the milling, paving, installation of shoulder rumble strips (SNAP), miscellaneous guide rail repairs and safety upgrades, restriping and lane delineation features of the NJ approach roadway and restriping of the PA approach roadway. Also, the Electronic Surveillance/Detection System's (ESS) cameras, wireless communication network supporting the approach roadways of the I-78 Toll Bridge, SunWize solar power and Fluidmesh wireless communication equipment, has reached the end of its useful life. As such this project also involves decommissioning the legacy wireless communication network as well as the 78/611 network site, construction of hardwired power and communication infrastructure to support existing ESS devices, emerging technologies, expanded camera coverage and future ITS applications. The local area network (LAN) for the 78/611 network site will be reconfigured and merged together with the LAN for the I-78 Toll Bridge network site. New and additional cameras and associated network equipment are to be installed and integrated into the system to provide expanded coverage. Construction for this project is anticipated to be completed in one year via one construction contract.

Under a standing Task Order Contract (Contract C-732A-3), the Commission has had developed a set of preliminary plans and specifications to construct a hardwired power and communication type infrastructure for the I-78 Power and Communication Infrastructure upgrades including a substantial expansion of camera coverage within the project limits. The successful Consultant will take into account these preliminary design efforts and perform a separate Needs Assessment to arrive at their own recommendations regarding the extent of new/expanded camera coverage. Prior to taking the Power and Communications Infrastructure upgrades to preliminary and then final design the Consultant will provide the results of the aforementioned Needs Assessment to the Commission for the Commission's concurrence on the approach to be taken into Final Design.

The Consultant shall perform a thorough review of previous bridge inspection reports, scopes of previous projects and recommendations for the development of this proposal. The final design shall include contract documents (plans and specifications, construction schedule and construction cost estimate) to be used by the Commission to procure a contractor for the implementation of the roadway rehabilitation and Power and Communication Infrastructure upgrades described herein and as amended based on the Consultant's field condition and needs assessments findings.

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

B. PROJECT GOALS

As previously mentioned, it is anticipated that the project be constructed over one construction season (2024). Previous inspections have identified that the westbound NJ approach roadway is in worse condition than eastbound. In addition to roadway repairs, any preliminary/advance telecommunication work that could potentially disturb newly placed asphalt would need to be performed in advance of the primary milling and paving activities. Such items could be the placing

of conduit along paved roadway shoulders and/or trenching across the roadway. Pavement design should consider and study causes advancing the deterioration of the NJ Roadway. The advance deterioration of the WB roadway in NJ possibly is due to weaving activities as loaded tractor trailer align themselves toward the Commission's ORT lanes in Pennsylvania which are located on the left side of the toll plaza. Truck traffic at this facility is approximately 30% as compared to Commission-wide toll bridge average of 16%. Alternative pavement designs that may better resist the accelerated deterioration of pavement should be considered.

SCOPE OF SERVICES FOR THE PROPOSAL

This solicitation for an RFP is for professional consultant services for Condition / Needs Assessment, Preliminary, Final and Post Design efforts, including but not limited to the pavement rehabilitation on the New Jersey Approach of the I-78 Toll Bridge and the power & communication infrastructure upgrades.

The rehabilitation work for the consultant's evaluation and recommendation is anticipated to include:

- Rehabilitate/Reconstruct the pavement to accommodate heavy truck traffic along the I-78 Corridor within the Commission's jurisdictional limits to preclude major repairs or rehabilitation for a minimum of 15 years. The limits of work for this project will extend from the New Jersey abutment of the mainline Delaware River Bridges to the Commission's Still Valley Interchange jurisdictional line in New Jersey. The jurisdiction includes Ramps A, B and D at the Still Valley Interchange. Total length of the project is approximately 4.75 miles.
- The following bridge decks along the NJ approach are excluded from evaluation:
 - Main River Bridge
 - I-78 Eastbound over County Route 519 (NJ)
 - I-78 Westbound over County Route 519 (NJ)
 - I-78 Eastbound over Ramp C (NJ)
 - I-78 Westbound over Ramp C (NJ)

The major elements to be designed are:

- Roadway Rehabilitation/Reconstruction along the 4-mile I-78 mainline New Jersey approach;
- Removal of the existing Electronic Surveillance/Detection System's (ESS) cameras, wireless communication network and solar power system
- Installation of new hard-wired power and communications type infrastructure as well as expanded ESS camera system along I-78 between the Commission's maintenance building in Pennsylvania and approximate mile marker 4.05 in New Jersey. This work includes new poles, conduit, wiring, cameras, integration, etc.

Available information for the Consultant is on file for review at the Commission's Administrative Building located in Yardley, PA and includes:

- Previous Projects' Construction Plans
- The Commission's "General Information on Toll Bridges", dated June 1996.
- Pickering, Corts & Summerson's 2021 Toll Bridge Annual Maintenance Report
- Pickering, Corts & Summerson's 2021 Toll Bridge Annual Inspection Report
- Previous Job Order Contracts and Related Design/Scope Documents for pavement joint rehabilitation along NJ Approach
- Previous Task Order Assignment documents related to the I-78 Power and Communications Infrastructure Design Services
- ESS as-built drawings for I-78 Toll Bridge facility.
- Communications and Power Connections Update for I-78 Devices design-build type specifications, including the I-78 Communications and Power Supply Line Diagram and Addendum No. 1, from the Commission's ESS Maintenance Contract (DB-724A).
- I-78 Power and Communication Infrastructure Expanded Camera Coverage diagram.

The existing materials referenced above will be made available by the Commission for inspection and review by the Consultant at the Commission's Scudder Falls Toll Bridge Facility Administration Building in Yardley, PA by appointment only. The Consultant should contact the Project Manager a minimum of 24 hours in advance to schedule this appointment.

The construction work associated with this project is anticipated to commence in the early spring of 2024 and be completed within one (1) construction season. To the maximum extent possible, the project approach should address scheduling and construction staging preferences to be elicited from the public and other stakeholders. Furthermore, efforts will be made to minimize the construction time period. Accordingly, the milestone date for completion of all Construction is December 2024.

Consultant Services under this Contract include, but are not limited to:

1. Manage and administer the project in compliance with Commission requirements.
2. Conducting a field inspection of the roadways in order to 1. identify elements that require repair, resurfacing or replacement, 2. collecting sufficient information for the replacement/upgrade of the power and communication infrastructure along the NJ approach and a portion of the PA approach, 3. conducting a field inspection of the PA approach roadways in order to identify elements that require repair, resurfacing or replacement and present scope and staging alternatives for performing work through a future construction contract.
3. Prepare and submit a NJ Approach Roadway Condition Assessment as part of the Condition / Needs Assessment and Recommendations Report based on inspection findings taking into consideration any advanced power and communication infrastructure work which may negatively affect the paving.
4. Prepare and submit a Needs Assessment as part of the Condition/Needs Assessment and Recommendations Report based on the review of the Power and Communication Infrastructure Design Services documents and inspection findings on the Power and Communication Infrastructure Upgrades

5. Develop Preliminary Design documents, including Preliminary Plans, Outline Specifications and costs, based on the approved Condition and Needs Assessment and Recommendations Report.
6. Complete the final design based on the accepted Preliminary Design Documents.
7. Develop Final Design Contract Documents (plans, specifications, construction costs and construction schedule) for review and approval.
8. Provide Post Design services.

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

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

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

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

It is anticipated that there will be one (1) construction contract. The Commission intends to let a project in early January 2024 that can be efficiently and economically completed in one (1) construction season (Construction Contract Award to Construction Contract Final Completion). The Commission's goal is to have the construction commence in early spring 2024 and be completed before the end of 2024.

Part I - General Activities of the Consultant

Task A. Project Management

a) Manage the Project

The Consultant's Project Manager will be responsible for the overall coordination of the project work tasks ensuring that the contract work remains on schedule and within budget. The Project Manager will coordinate all subconsultants and make sure that the flow of information between the project team is maintained.

The Consultant will be required to submit a monthly progress report and a detailed Microsoft Project schedule, including milestone dates, for each work item. The Consultant will update this schedule

biweekly throughout the life of the project. The project schedule and updates will be provided to the Commission electronically by e-mail.

The overall design schedule for this project, as detailed in other sections of this RFP, involves a seven (7) month duration between Notice of Award/Limited Notice to Proceed on May 23, 2023 and Final Design Submission (Bid Documents) on December 31, 2023. This is critical to bidding and constructing the project in one construction season in 2024. The Commission will be available for workshops and meetings as requested/required in order to facilitate timely Commission reviews and input as the design progresses.

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

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

b) Administer the Project

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

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

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

Task B. Project Specific Quality Assurance Plan

a) Project Specific Quality Assurance Plan

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

Task C. Coordination and Meetings

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

a) Commission Coordination

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

b) Other Agency Coordination

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

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

Other agencies may include, but are not limited to:

- FHWA
- PENNDOT
- NJDOT
- Northampton County
- Warren County
- Northampton County Conservation District
- The Warren County Soil Conservation District
- New Jersey Department of Environmental Protection (NJDEP)
- Pennsylvania Department of Environmental Protection (PADEP)
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police
- Schneider Electric Company (DRJTBC Electronic Surveillance / Detection System Maintenance Vendor)

Task D. Utility Coordination

a) Utility Coordination

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

- Contact all utilities within the project limits, including the Commission's Maintenance Department, as the Commission is not affiliated with either of the PA or NJ One Call Systems to verify type, size, and location of their respective utility.
- Identify and locate all Commission owned utilities on the approach including, but not limited to, roadway lighting, drainage, communication cabling, and electronic surveillance / detection system.
- In compliance with PA Act 287 (as amended by PA Act 187), telephone the PA ONE CALL SYSTEM 1-800-242-1776, or 811 and with New Jersey's N.J.S.A. 48:2-73 NJ ONE CALL SYSTEM at (800) 272-1000 and request maps of utility facilities within the project limits.

- Notify the municipalities and request the names of the utility companies that may be located within the project area but are not subscribed to the area's ONE CALL SYSTEM.
- Show all utility locations on plans.
- Contact the respective electrical companies to coordinate the needed service drops for the power and communications upgrades.
- Determine construction conflicts with utilities and develop details for protecting the same.
- The Consultant will include in their plans all utility types and locations and advise the Contractor of their existence as well as the need for the Contractor to implement measures to protect them from being damaged during construction.

E. Unforeseen Services

a) Unforeseen Services

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

Part II – Assessment and Evaluation

Task A. Assessment and Evaluation

a) Project Research

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

b) Existing Pavement Condition Evaluation

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

The Consultant is responsible for providing any necessary access as well as maintenance and protection of traffic they may need.

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

The project area is underlain primarily by dolomitic limestone which is a geologic formation naturally susceptible to the development of subsurface voids and sinkholes. The existence of such anomalies (sinkholes) was noted during the original construction of I-78 in the late 1980's. Many detected voids were excavated and filled at the time of original construction. Further voids have been detected beneath pavement and grouted under separate contracts in 1993 (contract T-321) and 1995 (contract T-335) and as part of the 2009 pavement rehabilitation project (contract T-424A). Since the mainline lanes are comprised of concrete slabs approximately 10" thick and 78' long, voids can be bridged over but the slabs exhibit cracking and curling that can cause distress in the overlying asphalt pavement leading to transverse cracking and longitudinal joint failures. A comprehensive review of all available previous studies and contracts shall be undertaken. Available documents include original as-built plans, test borings and GPR investigations performed by others. There has not been any observed nor documented subsurface failures (failures below the pavement section) since the work undertaken by Contract T-424A was completed. The subsurface appears to still be in good condition.

The Consultant will be required to perform an overall pavement condition evaluation, for all roadways within the project limits, to determine the cause and extent of any ongoing deterioration that requires repair or rehabilitation beyond milling and paving. The Consultant will be required to perform material testing and pavement evaluation in accordance with, but not limited to, the following PENNDOT publication:

- Publication No. 242, Pavement Policy Manual (May 2015 Edition)

The limits of roadway pavement work extend from the New Jersey abutment of the mainline Delaware River Bridges to the Still Valley Interchange in New Jersey, which includes Ramps A, B and D at the Still Valley Interchange. The five emergency/maintenance crossovers located within the project limits, should also be included in the pavement study. The work also includes pavement restoration, where applicable, over trenches for installation of power & communications infrastructure upgrades along the Pennsylvania approach, from the Delaware River Bridges to the Commission's Maintenance Building adjacent to the toll plaza.

The findings of the Existing Pavement Condition Evaluation shall be documented as a separate section in the *Condition / Needs Assessment and Recommendations Report* and include sufficient photographs to clearly identify all facets of the proposed work.

While completing the Existing Pavement Condition Evaluation, the Consultant will schedule and conduct a workshop with the Commission staff convened to review and discuss the findings of the evaluation and to facilitate Commission consideration of the Consultant's recommended work

envisioned. The Consultant shall include in the proposal a level of effort associated with scheduling, conducting, participating in and documenting the workshop. The goal of the workshop is for the Consultant to provide a clear understanding of the existing pavement conditions to the Commission and for the Commission to provide timely input to the Consultant in advancing this portion of the Condition / Needs Assessment and Recommendations Report.

c) Pavement Rehabilitation/Reconstruction Alternatives

Based on the findings of the Existing Pavement Condition Evaluation, viable pavement rehabilitation/reconstruction alternatives will be evaluated and documented in the Condition / Needs Assessment and Recommendations Report.

Pavement designs for the mainline, as well as the designated ramps, will be based upon PENNDOT design criteria, the roadway classification and Average Daily Traffic Volumes and vehicle percentage. The data collection effort, performed by the Consultant, should forecast the findings to the design year, which will be established during the design process. It is also expected that the heavy truck percentage be included in the pavement design. The ultimate design(s) will be reflected in the Typical Sections and presented to the Commission for approval.

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

- Requirements for maintenance and protection of traffic during construction
- Construction Activity Impact on Traffic
- Seasonal Timing of the Construction
- Sequence/Phasing of Construction Activities
- Asphalt Mix Designs and Availability of those Mixes

While completing development of pavement rehabilitation/reconstruction alternatives, the Consultant will schedule and conduct a workshop with the Commission staff convened to review and discuss the alternatives under consideration, including any initial preferred alternatives, to facilitate Commission consideration of the Consultant's recommendations. The Consultant shall include in the proposal a level of effort associated with scheduling, conducting, participating in and documenting the workshop. The goal of the workshop is for the Consultant to provide a clear understanding of the alternatives considered and for the Commission to provide timely direction to the Consultant in advancing this portion of the Condition / Needs Assessment and Recommendations Report.

d) Power and Communications Infrastructure Upgrades and ESS Camera Needs Assessment, Recommendations and Alternative Development

Taking into account findings from the October 2022 Preliminary Design Submission Narrative and associated Preliminary Plans from the Task Order previously mentioned, the Consultant will conduct an independent assessment of the extent of expanded camera coverage as proposed and perform a Needs Assessment based on required camera coverage, types and availability of cameras

and the roadway traffic management/incident reporting the Commission desires. The Consultant shall review the Detect, Observe, Recognize and Identify (DORI) standard used during the aforementioned Task Order work for applicability at all locations along the Commission's jurisdiction, or if it should be applied more selectively to critical locations and supplemented with other camera systems/standards.

Based on a determination of functional needs by the ITS/ESS Specialist(s) on the Consultant's team, the Consultant will schedule and conduct a workshop with Commission's Engineering and Public Safety/Bridge Security (PSBS) personnel the current best practices including ITS/ESS standards being applied at similar agencies, and review/recommend appropriate criteria for an coordinated, expanded camera coverage program.

The Needs Assessment shall also include discussion and evaluation by the ITS/ESS Specialist(s) on the Consultant's team, of future ITS applications that should be accommodated within the hard-wired power and communications infrastructure upgrades being constructed.

Based on initial findings of the Needs Assessment and initial Commission input, viable alternative(s) will be evaluated and documented for the layout and components of an expanded camera coverage program. The Consultant will schedule and subsequently conduct a second workshop with the Commission's Engineering and PSBS staff convened. The goal of the workshop will be to present their alternative(s) and provide recommendations on the Power and Communications Infrastructure Upgrades and ESS Cameras, and for the Commission to provide direction to the Consultant in advancing this work. The Consultant shall include in the proposal a level of effort associated with scheduling, conducting, participating in and documenting the workshop.

The findings of the Needs Assessment along with the Consultant's understanding of the Power and Communication Infrastructure Upgrades shall be documented as a separate section within the *Condition / Needs Assessment and Recommendations Report* and include sufficient photographs to clearly identify all facets of the proposed work.

e) Constructability, Staging, and Maintenance and Protection of Traffic

There is a presence of shallow rock along certain portions of the mainline roadway. Power and communication lines and poles need to be located in such a way that minimal rock excavation is required. Conduit layouts, road crossings and camera pole locations need to avoid potential construction related obstacles.

For Proposal purposes the Consultant should assume that they will need to perform approximately 19 borings - one for each of the assumed thirteen (13) new ESS Camera poles and two (2) each for each of the anticipated three (3) directional boring under the roadway locations (One (1) boring at each end of the envisioned directional boring location).

Perform a constructability review for all of the recommended repairs/upgrades. Identify temporary support requirements, construction access and staging areas. The consultant shall prepare construction staging for recommended repair / upgrade activities. The recommended construction

staging shall include but not be limited to the comparison of traffic impacts, construction durations and costs.

Limiting impacts to the traveling public is a priority for this project. *The Condition / Needs Assessment and Recommendations Report* shall include traffic control provisions to address the need for advance warning signing advising motorists on various adjacent roadways of the construction activities and traffic restrictions.

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

- Impact on tourism and local businesses
- Environmental and permit factors
- Evaluation of 1 lane of traffic during rehabilitation operations
- Seasonal construction periods
- The need to maintain two (2) lanes of traffic in each direction during daytime construction.
- The need to maintain one (1) lane of traffic in each direction during nighttime construction

f) 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 (17th) Edition, AASHTO's 'A Policy on Geometric Design of Highways and Streets', Sixth (6th) Edition, and applicable PennDOT Design Manuals.

The Consultant shall prepare a stand-alone "Design Criteria" section of the Condition / Needs Assessment and Recommendations Report identifying task specific design-related codes, specification requirements, and methodology descriptions, to which the Consultant will utilize in each discipline for the design and analysis of the proposed roadway rehabilitation and power and communications upgrades. 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 Commission's standard construction specification includes the PennDOT technical specification of Publication 408/2016, plus all changes and strike-off letters, by reference.

g) PA Approach Roadway Pavement Inspection and Evaluation

The Consultant as a separate task and a separate deliverable, will perform a condition evaluation of the PA Approach Roadway pavement in both the EB and WB direction throughout the Commission's jurisdiction (Morgan Hill Interchange jurisdictional line to the Delaware River Bridge) to determine its remaining useful life. This deliverable shall also include recommendations on the anticipated PA Approach Roadway rehabilitation and an Engineer's cost estimate of the

anticipated roadway rehabilitation. The scope of work for this deliverable has two parts. The first is a field inspection to assess the existing conditions along the PA Approach Roadway within the Commission's jurisdiction. The second part of the Study includes conducting a conceptual level pavement condition assessment and rehabilitation alternatives study also along the PA Approach Roadway. The anticipated construction work resulting from this evaluation and study will be performed under a separate capital project in the future. The findings of the condition evaluation and study along with the Consultant's recommendations and Engineer's cost estimate is to be documented in a separate Report entitled *PA Approach Roadway Condition Assessment and Recommendations Report* and include sufficient photographs to clearly identify all facets of the proposed future work.

Task B. Condition / Needs Assessment and Recommendations Report

Based on the findings of the in-depth inspection and related engineering tasks described above, the Consultant should forecast the findings to prepare a pavement design for a 15-year life, subsequent to the completion of construction.

The Consultant will prepare an overall **Condition / Needs Assessment & Recommendations Report** comprised as a minimum of these distinct tasks:

- Existing Pavement Condition Evaluation
- Pavement Rehabilitation/Reconstruction Alternatives
- Power and Communication Infrastructure Upgrades and ESS Camera Needs Assessment, Recommendations and Alternatives Development
- Engineer's Cost Estimate
- Constructability Review Results
- Anticipated construction schedule, with major work task breakdown and milestones
- MPT during construction – in accordance with PENNDOT publications and MUTCD.

The intent of the **Condition / Needs Assessment & Recommendations Report** is to provide a concise aggregation of the important elements of the condition evaluation and an overall synthesis of conclusions and recommendations. The **Condition / Needs Assessment & Recommendations Report** should include, but not be limited to:

- A complete discussion of the condition of the Approach Roadway and rehabilitation envisioned;
- A complete discussion on each of the alternatives considered;
- A complete discussion on the Power and Communication Infrastructure upgrades envisioned
- Appropriate plans and details;
- Estimated construction cost, with itemized breakdown and supporting back-up;
- Anticipated construction schedule, with major work task breakdown and milestones;

- Maintenance and protection of traffic during construction; and the
- Rationale for recommending the preferred alternative for the relevant tasks listed above.

a) Report Submission

A Draft Report shall be submitted to the Commission for review and comments.

Upon delivery of the Draft Report, the Consultant will schedule and subsequently conduct a workshop with the Commission staff convened to review the various sections of the Report determine if the Commission concurs with the Consultant's recommended work envisioned and suggested alternatives. The Consultant shall include in the proposal a level of effort associated with conducting and documenting the workshop. The goal of the workshop is to provide clear direction to the Consultant in advancing a preferred design alternative. The Consultant shall provide evaluation criteria to the Commission for the purposes of choosing the preferred alternative.

The Commission will provide comments on the Draft Report within 10 work days of its receipt. Once the Commission's comments have been adequately addressed the Consultant will finalize and subsequently submit in the Final Report.

The Consultant shall provide twelve (12) copies of the Draft Report and six (6) copies of the Final Report plus a thumb-drive containing both the Draft and Final Reports in Microsoft Word and Adobe PDF format.

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

Upon receipt of the Final Report the Commission will provide the Consultant with either their written approval or further comments for the Consultant to incorporate into the **Condition /Need Assessment & Recommendations Report**. It is anticipated the Preliminary Design Development will proceed during the review period.

Part III - Preliminary and Final Design Services

The Consultant will be required to prepare documents and "package" said documents together in order to permit the Commission to issue a contract for bid/construction. Even though this project is based on PENNDOT design criteria and specifications the contract drawings do not need to follow the standard PENNDOT requirements in that plan sheets can combine plan information.

It is anticipated that the project be constructed over one construction season (2024).

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 (17th) Edition (Bridge Design) and AASHTO Sixth (6th) Edition (Geometric Design) as supplemented by the PENNDOT design manuals, as applicable, and all as outlined within the Consultant's approved *Design Criteria* as specified in the *Condition / Needs Assessment and Recommendations Report* under Part II, Task C.

Task A. Preliminary Design

a) Preliminary Design

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

b) Field Survey & Plan Preparation

The Consultant will be required to prepare base mapping for the preparation of construction plans and details at appropriate scales compatible with MicroStation SE format utilizing the available CADD plans from the 2009 pavement rehabilitation project (Contract T-424A) supplemented with field survey, as required. Field survey will be required to include establishing necessary horizontal and vertical control for the design and construction of the project and establishing right-of-way lines in critical areas, if required. The locations of all utilities will be required to be field verified. The Consultant is required to obtain in the field all dimensions necessary to ensure efficient, timely and accurate fabrication and construction.

All plans will be prepared in English. CADD drawing files compatible with MicroStation SE, specifications in Microsoft Word, and spreadsheets in Microsoft Excel, including Engineer's Estimate prepared in accordance with PennDOT methods, will be required to be furnished to the Commission at the conclusion of the design. Each submission is to be accompanied by a Quality Assurance Form (Exhibit C) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

c) Stormwater Maps Updating

In order to comply with the terms and conditions of the Commission's NJPDES Permit Number NJG0153052 – Authorization to Discharge as a R12 – Highway Agency Storm Water General Permit, the Consultant will update existing stormwater maps (to be provided by the Commission) within the project jurisdiction with the location and identification numbers of any stormwater inlets, basins, or other Best Management Practices (BMPs).

d) Preliminary Design Submission

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

furnished. Updated checked and finalized load rating calculations for any proposed member strengthening shall be provided in pdf format, including a ratings summary.

All plans will be prepared in English units on 22" x 34" paper. One (1) thumb-drive containing CADD drawing files compatible with Micro Station SE or more current edition, 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 either Microsoft Project or Primavera format will be required to be furnished to the Commission at the conclusion of the preliminary design.

The Commission will provide comments on the Preliminary Design Submission within 10 work days of its receipt. It is anticipated that the Final Design Development will continue to progress during the review period.

Task B. Final Design

a) Pre-Final Design Submission

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

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

One (1) thumb-drive containing complete special and technical specifications including a copy of the Engineer's construction cost estimate (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission.

The Consultant will also be required, at this time, to submit an electronic copy of the construction schedule using scheduling software such as Microsoft Project or Primavera (P3 or P6). 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, MPT restrictions, seasonal conditions and scheduling restrictions.

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

The Consultant shall submit all calculations, in pdf format, checked, complete and indexed. It is anticipated that calculations will include, but not limited to, quantities, cost justification/back-up

materials, updated member load ratings and any other calculations developed for the design of the proposed work.

The Commission will provide comments on the Preliminary Design Submission within 10 work days of its receipt. It is anticipated that the Final Design Development will continue to progress during the review period.

b) Final Design Submission

This submission shall include incorporation of the Commission's Pre-Final Design Submission comments and consist of 100% complete "signed and sealed" contract drawings, specifications, an Engineer's construction cost estimate, and a construction schedule. The Consultant shall provide one (1) electronic thumb drive with plans, specifications, schedule and cost estimate. 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.

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

It is anticipated that the Final Design Submission "package" shall consist of 100% complete set of plan sheets and technical specification to include, as a minimum, the following components for the project:

Plan Sheets:

- Title Sheet (1) with a Location Map and a list of utilities.
- General Notes, Index to Drawings and Legend
- Estimate of Quantities Sheet
- Typical Sections and Detail Sheets
- Construction Plans, Roadway Profile and Cross Section Sheets, Power and Communication
- Construction Staging Plans/Traffic Control Plans
- Pavement Marking Plans
- Lighting Plans
- Erosion and Sedimentation Control Plans
- Miscellaneous Details

Technical Specifications:

- Notice to Contractors

- Brief Description of Work
- Proposal
- General Provisions
- Special Provisions
- Maintenance & Protection of Traffic
- Material Specifications

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

The Final Design submission shall be submitted by December 31, 2023 and is to be accompanied by a Quality Assurance Form (Attachment VI), or similar forms, that indicate that the Consultant's PSQAP procedures were implemented in the development of the submission.

Part IV - Post Design Services

Task A. Pre-Award Services

a) Pre-Award Services

The Consultant will be required to include, in the proposal, pre-award services for work from Final Design Submission acceptance up to award of a construction contract(s). 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(s) 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 three (3) full size set of plans, six (6) half size set of plans, six (6) hard copy specifications, one (1) electronic thumb drive with Conformed plans and Conformed specifications along with a CADD set of the "CONFORMED" plans.

Task B. Post-Award Services

a) Post-Award Services

Services include but are not limited to:

- Review of all Contractor submittals including shop drawings, material and equipment submittals.
- Attendance at the construction contract's, pre-construction meeting, the CM/CI's kick-off meeting and all Punch List meetings.
- Attendance at and preparation for same, bi-weekly progress and schedule update meetings. For proposal purposes assume a construction duration of one (1) construction season / nine (9) months for the construction contract and attendance at each 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.

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 each the Technical and Fee Proposals shall be in PDF format, include 'bookmarks' for various sections, be searchable, and include the following:

Technical Proposal

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

Components of the Proposal shall consist of the following:

1. Letter of Transmittal

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

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

- The letter should certify the truth and correctness of the contents of the Proposal;
- Identification of all sub-Consultant participants on the Consultant's team;
- A commitment to staff the Project with competent and experienced staff;
- A commitment to quality management and QA/QC standards;
- A statement that the Consultant will comply with all applicable federal, state and local laws and regulations throughout the performance of the work.

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

2. Technical Proposal [not to exceed ten (10) single-sided, letter-sized (8 ½" x 11") pages, except as noted below] will be required to include:

a) **Understanding of the Project and Commission Needs.**

- i. This section should include the following discussions:
 - a. After review of the background information, a description of the Consultant's understanding of the Project and the project goals.
 - b. Identify the Commission's critical issues for this project
 - c. Proposed communication methods/forums to keep the Commission informed of the status of Scope, Schedule, Budget, and potential issues affecting each.
 - d. Anticipated outside stakeholder communication efforts/requirements.
- ii. Include an affirmative statement committing to meeting the intent of the Commission's Contract Compliance Program; and indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.
- iii. The Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement and provide a sample "Certificate of Insurance" indicating that it can meet all the insurance requirements as shown in **Attachment II** of the RFP. Exceptions are discouraged.

However, exceptions, if any, taken to these requirements must be described in this section.

- b) **Management Approach to the Project.** Describe the methodology that will be used by Key Personnel to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to ensure the Commission's goal to complete the Scope of Services, as described herein, on or before December 31, 2023. The Approach to the Project, should include a discussion of the Consultant's means to maintain budget, maintain the required schedule, and deliver a quality finished Project.

- c) **Detailed Work Plan** (not included in the ten (10) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.

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

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

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 overall design schedule for this project, as detailed in other sections of this RFP, involves a seven (7) month duration between Notice of Award/Limited Notice to Proceed on May 23, 2023 and Final Design Submission (Bid Documents) on December 31, 2023. This is critical to bidding and constructing the project in one construction season in 2024. The Commission will be available for workshops and meetings as requested/required in order to facilitate timely Commission reviews and input as the design progresses. The Consultant shall provide a "high level" Microsoft Project Schedule tied to its Detailed Work Program indicating how the Consultant intends to meet the Commission's goal for the completion of the project. The Consultant must also provide a "schedule narrative" describing the activities that are on the critical path and the contingency planning that the Consultant intends to undertake to minimize schedule slippages. The narrative is included in the ten (10) page Proposal

limitation cited above. However, the Microsoft Project Schedule which can be submitted on 11"x17" paper is not included in the ten (10) page Proposal limitation cited above.

3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships (not included in the ten (10) page Proposal limitation cited above).
4. One (1) single-sided page resume each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Resumes for the Prime Consultant's Project Manager and all the subconsultant's Project Managers are limited to two (2) single-sided pages (Resumes are not included in the ten (10) page Proposal limitation cited above).
5. Completed Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) showing the hours estimated to complete the work. Provide a Schedule A for the Prime Consultant, each subconsultant and a summary for the Consultant Team (Schedule A's are not included in the ten (10) page Proposal limitation cited above).
6. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** (not included in the ten (10) page Proposal limitation cited above).
7. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only and not included in the ten (10) page Proposal limitation cited above).
8. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only and not included in the ten (10) page Proposal limitation cited above).
9. Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted (Completed IBE Participation Forms are not included in the ten (10) page limit of the Proposal narrative cited above).
10. A description of the technical disciplines for which the Prime Consultant and each proposed subconsultant is pre-qualified by PENNDOT and/or NJDOT (not included in the ten (10) page Proposal limitation cited above).

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

Fee Proposal

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

1. The proposed not-to-exceed Fee will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners (payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project) and routine secretarial and clerical services, times an "approved allowable multiplier"

plus approved out-of-pocket expenses, limited to: mileage, mailings, tolls, printing and photographing and, specialized services performed by other firms at the Consultant's direction.

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

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

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

2. To evaluate the basis for the proposed not-to-exceed Fee, the Consultant will provide a cost proposal in the forms provided in Schedule B1 - Fee Proposal (**Attachment VIII**) and Schedule B2 - Fee Summary (**Attachment IX**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each subconsultant as well as Schedule B2 - Fee Summary for the Consultant team.
3. The Prime Consultant will perform the largest percentage of the services required by this RFP. All consultants, subconsultants/subcontractors must be prequalified by either PENNDOT or NJDOT.
4. The Prime Consultant will be reimbursed for the actual billings by all subconsultants. Mark-ups will not be permitted on subconsultant costs.
5. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a sample monthly invoice for approval by the Commission. The sample invoice will be required to include a Progress Schedule indicating percent spent to date and physical percent complete for each of the major tasks listed in the Detailed Work Plan and for the project as a whole. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Work Plan; (3) Scope Modification/Project Issues; and, (4) Schedule Adherence/Contingency Planning.

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

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

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

PROPOSAL SCHEDULE

The Commission's Proposal Schedule is as follows:

<u>Proposal Schedule</u>	<u>Date</u>
Issue / Post RFP on Website	February 3, 2023
Pre-Proposal Submission Meeting	February 15, 2023
Closing Date for Submittal of Inquiries	February 21, 2023
Responses to Inquiries	February 24, 2023
Closing Date for Proposal Submission - Submittal of Technical Proposal and Fee Proposal	March 9, 2023
Oral Presentations (if required)	March 29 & 30, 2023
Fee Proposal Review and Negotiation	May 2 & 3, 2023
Anticipated Award / Limited Notice to Proceed	May 23, 2023

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. See **Attachment I: Administrative and Contractual Information**.
2. It is the intention of the Commission to evaluate your Proposal in conjunction with those received from other firms. This will lead to a selection and an Agreement to be executed with the prospective Consultant for this work.
3. Technical Proposals and Fee Proposals must be delivered to the Commission electronically in separate bookmarked and searchable PDF files, prior to the time and date specified.
4. The Technical Proposal will be evaluated using the rating factors listed below.

Rating Criteria

- Understanding of the Project and Commission Needs
 - Approach to the Project
 - Detailed Work Plan
 - Experience on Similar Projects
 - Experience and Credentials of the Project Team
 - IBE Participation
5. Following the evaluation of the Technical Proposal one (1) or more Consultants may be required to make an Oral Presentation to a Technical Evaluation Committee (TEC). Oral Presentations will be up to one-hour in length: twenty (20) 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, 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 **3:00 PM**, local time, on the date indicated in the **Proposal Schedule** and transmitted by email / file transfer to the Project Manager (crood@drjtbc.org) with copy to the Chief Engineer (kskeels@drjtbc.org) and to the Assistance Chief Engineer (sburke@drjtbc.org)
15. 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.
16. A Non-Mandatory 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**.
17. 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: Chris L. Rood, P.E., Project Manager. Inquiries by US Mail or e-mail are acceptable. Email inquiries are to be directed to the Project Manager (crood@drjtbc.org) with copy to the Chief Engineer (kskeels@drjtbc.org) and the Assistance Chief Engineer (sburke@drjtbc.org)
18.). The inquiry deadline is 3:00 PM, local time, on the date indicated in the **Proposal Schedule**.
19. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's responsibility.
20. 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/clr

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-766A, CAPITAL PROJECTS 1322A and 1602C

PROFESSIONAL ENGINEERING DESIGN SERVICES

FOR

I-78 NEW JERSEY ROADWAY REHABILITATION AND POWER & COMMUNICATION
INFRASTRUCTURE DESIGN

TABLE OF CONTENTS

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

ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

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

Incurring Costs

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

News Releases

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

Addendum to RFP

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

Acceptance of Proposal

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

Rejection of Proposal

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

Insurance and Indemnification Requirements

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

Right to Audit

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

ATTACHMENT II

CAPITAL PROGRAM CONSULTANTS INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

INSURANCE:

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

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

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

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

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

Coverage to include:

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

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

5. Property of Covered Party:

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

ADDITIONAL COVERAGES AS NEEDED:

7. Pollution/Environmental Impairment Liability Coverage:

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

a) Limits of Insurance:

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

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

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

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

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

1. Bodily injury and property damage to third parties

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

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

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

8. Watercraft Liability Insurance:

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

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

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

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

The Insurance requirements listed in Item 10 are waived for Contract No. C-766A I-78 New Jersey Roadway Rehabilitation and Power & Communication Infrastructure Design. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

Deductibles and Self-Insured Retentions:

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

Financial Rating of Insurance Companies:

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

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

Primary Additional Insureds:

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

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

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

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

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

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

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

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

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

Claims Made Policy Forms:

Should any of the required liability coverages be on a “Claims Made” Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years after final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy’s cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior “claims-made” policies. With respect to all “claims made” policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

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

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

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

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

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

Certificate of Insurance:

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

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission’s approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of the Notice of Award, to the attention of the Chief Engineer, at 1199 Woodside Road, Yardley, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party’s obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party’s acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party’s direction to commence work.

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

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

CAPITAL PROGRAM CONSULTANT INDEMNIFICATION CLAUSE

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

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

SAMPLE OF BROKER LETTER

**TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER
LETTERHEAD**

DATE

Delaware River Joint Toll Bridge Commission
1199 Woodside Road
Yardley, Pennsylvania 19067

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

Dear _____:

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

Sincerely,

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

ACORD®		Capital Program Consultants		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
<p>PRODUCER</p> <p>SAMPLE</p> <p>Effective 1/1/2012</p>				<p>CONTACT NAME:</p> <p>PHONE (A/C, No. Ext):</p> <p>FAX (A/C, No.):</p> <p>ADDRESS:</p> <p>PRODUCER:</p> <p>CUSTOMER ID #:</p>			
INSURED				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A : X=A- (Excellent) or Higher			
				INSURER B : X= Class VII or Higher			
				INSURER C :			
				INSURER D :			
				INSURER E :			
				INSURER F :			
<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSTR	TYPE OF INSURANCE	ADD SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC</p>		*Per Project or Per Location must be checked			EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (See occurrence)	\$
						VED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>					COMBINED SINGLE LIMIT (See accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DEDUCTIBLE:</p> <p>RETENTION \$</p>					EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N</p> <p>(Mandatory in NH)</p> <p>If yes, describe under SPECIAL PROVISIONS below</p> <p>Other applicable coverage shown here (see attached)</p>					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
						\$2,000,000 per occurrence / \$4,000,000 agg	
						\$1,000,000 - \$5,000,000 (Refer to Contract)	
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Contract# Certificate holder, the Commonwealth of PA, & 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>							
CERTIFICATE HOLDER				CANCELLATION			
<p>Delaware River Joint Toll Bridge Commission</p> <p>110 Wood & 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>			

© 1988 - 2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/08)

The ACORD name and logo are registered marks of ACORD

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

CHOOSE ONE:

1. CG 20 26 11 85 (SAMPLE ATTACHED)

Or

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

Or

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

POLICY NUMBER: Must Match GL Policy Number on
Certificate

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

OR

Any organization where required by written
contract

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

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

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

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

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. C-766A

I-78 NEW JERSEY ROADWAY REHABILITATION AND POWER & COMMUNICATION
INFRASTRUCTURE 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-766A.

(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-766A

I-78 NEW JERSEY ROADWAY REHABILITATION AND POWER & COMMUNICATION
INFRASTRUCTURE 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 and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-766A.

(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-766A**

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

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

B. Staff and Facilities

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

C. Supervision

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

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

D. Confidentiality

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

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

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

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

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

B. Periodic Statements

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

ARTICLE IV – ASSIGNMENTS AND TRANSFERS, SUBCONTRACTS

A. Assignment or Transfer of Contract

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

B. Subcontracts

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

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

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

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

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

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

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

B. Work to Become the Property of the Commission

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

ARTICLE VII – CONSULTANT’S INSURANCE

A. Consultant’s Insurance

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

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant’s Records and Accounts

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

B. Inspection by the Commission

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

ARTICLE IX – TERMINATION

A. Default of Consultant

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

B. Termination at Commission's Own Interest

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

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

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

C. Payment upon Termination in the Interest of the Commission

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

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

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

ARTICLE XI – DEFINITIONS

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

ARTICLE XII – MISCELLANEOUS

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

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

If a legal matter copies to: Carlton L. Johnson, Esquire
Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, PA 19103

and

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

If to the Consultant:

Attn: _____

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

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

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

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

DELAWARE RIVER JOINT TOLL BRIDGE
COMMISSION:

Executive Director

Joseph J. Resta
Print

CONSULTANT: _____

ATTEST:

Signature Title

Signature Title

Print Title

Print Title

Attachments:

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

Exhibits:

- A. Insurance Requirements.

ATTACHMENT VI

QUALITY ASSURANCE FORM

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: I-78 New Jersey Roadway Rehabilitation and Power & Communication
Infrastructure Design

Client's Project Number: C-766A **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**

INSERT PRIME CONSULTANT NAME OR SUB CONSULTANT NAME OR CONSULTANT TEAM NAME

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

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

Part	Task	Task Description	Total
II		Assessment and Evaluation	
II	A	Assessment and Evaluation	
	a)	Project Research	0
	b)	Existing Pavement Evaluation	0
	c)	Pavement Rehabilitation / Reconstruction Alternatives	0
	d)	Power and Communication Infrastructure Upgrades and ESS Camera Needs Assessment, Recommendations and Alternatives Development	0
	e)	Constructability, Staging, and maintenance and Protection of Traffic	0
	f)	Design Criteria	0
	g)	PA Approach Roadway Pavement Inspection and Evaluation	0
		SUB-TOTAL HOURS	0
II	B	Condition / Needs Assessment and Recommendations Report	
	a)	General	0
	b)	Condition / Needs Assessment and Recommendations Report Submissions	0
	c)	PA Approach Roadway Pavement Condition Assessment and Recommendations Report	0
		SUB-TOTAL HOURS	0
III		Preliminary and Final Design Services	
III	A	Preliminary Design	
	a)	Preliminary Design	0
	b)	Field Survey & Plan Preparation	0
	c)	Stormwater Maps Updating	
	d)	Preliminary Design Submission	
		SUB-TOTAL HOURS	0
III	B	Final Design	
	a)	Pre-Final Design Submission	0
	b)	Final Design Submission	0
		SUB-TOTAL HOURS	0

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

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

**ATTACHMENT VIII
SCHEDULE B1 - FEE PROPOSAL**

INSERT PRIME CONSULTANT NAME OR SUB CONSULTANT NAME OR CONSULTANT TEAM NAME

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

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

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

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
II		Assessment and Evaluation								
II	A	Assessment and Evaluation								
	a)	Project Research								0
	b)	Existing Pavement Evaluation								0
	c)	Pavement Rehabilitation / Reconstruction Alternatives								0
	d)	Power and Communication Infrastructure Upgrades and ESS Camera Needs Assessment, Recommendations, and Alternative Development								0
	e)	Constructability, Staging, and Maintenance and Protection of Traffic								0
	f)	Design Criteria								0
	g)	PA Approach Roadway Pavement Inspection and Evaluation								
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	B	Condition Assessment & Recommendations Report								
	a)	Condition / Needs Assessment and Recommendation Report Submission								0
	b)	PA Approach Roadway Pavement Condition Assessment and Recommendations Report Submission								
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART II	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate) - Part II		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR - PART II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III		Preliminary and Final Design Services								
III	A	Preliminary Design								
	a)	Preliminary Design								0
	b)	Field Survey & Plan Preparation								0
	c)	Stormwater Maps Updating								0
	d)	Preliminary Design Submission								
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	B	Final Design								
	a)	Pre-Final Design Submission								0
	e)	Final Design Submission								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART III	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate) - Part III		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR - PART III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

**ATTACHMENT IX
SCHEDULE B2 - FEE SUMMARY**

**LABOR
EXPENSES**

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

**OTHER DIRECT
EXPENSES**

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

SUB-CONSULTANT EXPENSES

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

**OUT-OF-POCKET
EXPENSES**

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

TOTAL NOT-TO-EXCEED FEE \$