



"Preserving Our Past, Enhancing Our Future"

March 23, 2023

To: All Consultants

Re: Request for Proposals (RFP)

**Professional Engineering Services**

Underwater Substructure Improvement Design- All Regions

DRJTBC Contract No. C-782A Capital Project 2219A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites proposals from Consultants for design services for various substructure repair work. The need for the proposed substructure repair work stems from the findings of the 2021 Underwater Inspection. The Commission owns and operates 20 bridge crossings over the Delaware River from Morrisville, Pennsylvania in the south to Milford, Pennsylvania approximately 140 miles to the north. Of these bridge crossings, eight (8) are Toll Bridges facilities, and the remaining 12 are Toll-Supported Bridges (tolls are not collected at these locations). Three of the eight (8) Toll Bridges are twin structures, and two (2) of the Toll-Supported Bridges are pedestrian bridges. The list of bridge names included in this project is provided below.

- Trenton-Morrisville Toll Bridge
- Lower Trenton Toll-Supported Bridge
- Calhoun Street Toll-Supported Bridge
- Scudder Falls Toll Bridge
- Washington Crossing Toll-Supported Bridge
- New Hope-Lambertville Toll-Supported Bridge
- New Hope Lambertville Toll Bridge
- Centre Bridge-Stockton Toll-Supported Bridge
- Lumberville-Raven Rock Pedestrian Toll-Supported Bridge
- Uhlerstown-Frenchtown Toll-Supported Bridge
- Upper Black Eddy-Milford Toll-Supported Bridge
- Riegelsville Toll Supported Bridge
- Interstate 78 Toll Bridge
- Northampton Street Toll-Supported Bridge
- Easton-Phillipsburg Toll Bridge
- Riverton-Belvidere Toll-Supported Bridge
- Portland-Columbia Toll Bridge
- Portland-Columbia Pedestrian Toll-Supported Bridge
- Delaware Water Gap Toll
- Milford-Montague Toll Bridge

Available for review at the Commission's Administration Building in Yardley, PA are internal documents containing general information of the Commission's facilities identified above, entitled "General Information on Non-Toll Bridges", "General Information on Toll Bridges", the Annual Inspection Reports, and the latest Underwater Inspection Report.

As used in this RFP the term “Consultant” shall mean the Prime Consultant, the consulting firm with which a Consultant is affiliated (if any) and the respective sub-consultants of the foregoing that jointly comprise the team to be used for this Agreement as defined below.

The intent of this RFP is for the Commission to select a Prime Consultant, based on their proposal submission and in accordance with the Task Order/Term Agreement process outlined in the Procurement Process Guidelines for Professional Services Consultants for the Commission’s Capital Program. A copy of the guidelines is available at:  
[www.drjtbc.org/assets/delawariver/ProcurementProcessGuidelines.pdf](http://www.drjtbc.org/assets/delawariver/ProcurementProcessGuidelines.pdf).

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

Consultants responding to this RFP shall be prequalified by NJDOT in B-1: Bridge Design; C-6: Construction Inspection – Roadway/Bridge; E-3: Environmental Assessments; H-3: Hydrology & Hydraulics; and I-5: Bridge Inspection, **or** equivalent PennDOT technical disciplines, **or** demonstrate a commensurate level of experience in these fields.

Consultants are not required to be prequalified by PennDOT or NJDOT in the aforementioned disciplines, however, are requested to submit current PennDOT or NJDOT certificates in these technical disciplines if available. Also, all sub-consultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing.

The consultant teams responding to this RFP which can provide the necessary 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.

Key personnel:

Project Manager – Project Manager (PM) shall be a Professional Engineer in the State of New Jersey and/or the Commonwealth of Pennsylvania with a minimum of 10 years of Bridge Design / scour mitigation experience. The PM is the individual who is the single point of contact and the Prime Consultants direct representative to the Owner. The PM must be an employee of the Prime Consultant. PM duties include, but are not limited to, coordinating its activities with the Commission staff, providing appropriate Bridge/Facilities inspection staff and overseeing the quality of work provided by the staff; and, supervises support staff and sub-consultants. The Project Manager shall coordinate with the Commission to assign staffing based on the scope, needs and schedule.

Underwater Inspection Team- Underwater inspection is a specialized area; the Consultant / subconsultant shall be qualified to perform diving inspections under NBIS and OSHA regulations. The Dive Crew Team Leader or the Diver should be a Professional Engineer licensed in the State of Pennsylvania or New Jersey, and the Diver should have successfully completed NHI Course 130091 – Underwater Bridge Inspection.

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

The Commission 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 goals 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.drjtbc.org/wp-content/uploads/Recusal\\_Guidelines.pdf](http://www.drjtbc.org/wp-content/uploads/Recusal_Guidelines.pdf). Consultants must include in their proposal a certification in the form of the Conflict of Interest and Recusal Certification Form (**Attachment IV**) indicating that they have read, understood and will comply with these guidelines when performing work for the Commission.

This Request for Proposal's (RFP) Scope of Services consists of three (3) parts:

- Part I – General Activities of the Consultant;
- Part II – Condition Assessment Report, Plans and Recommendations;
- Part III – Preliminary Design, Final Design and Post Design Services

### **SCOPE OF SERVICES**

The scope of the work outlined below is based on findings from the 2021/2022 Underwater Inspection Reports. The scope of the rehabilitation as outlined herein shall be verified and amended as needed based on available information and findings identified in the consultant's in-depth inspection and evaluation.

The purpose of this project is to repair or replace existing scour countermeasures and/or otherwise mitigate potential effects of scour at the bridges identified herein. A Scour Critical determination shall be made in accordance with the PennDOT Publication 238 "Bridge Safety Inspection Manual", Scour Assessment using the PA Observed Scour Assessment for Bridges. Upon completion of the construction, the structures shall not be Scour Critical. In addition, the Consultant shall identify and design repairs for all substructure defects below the waterline, and up to approximately 20' above the normal low waterline.

Unless specified otherwise, all work shall conform to current editions of the Pennsylvania Department of Transportation (PennDOT) Standards, Design Manuals and NBIS Inspection Manuals.

All studies and design work, including plans, specifications and quantities will be developed in the English System of units.

The Draft Condition Assessment Report, Plans and Recommendations portion of this assignment includes In-Depth inspections of each of the bridge substructures which will provide direction for selecting the appropriate repairs. It is anticipated that the results of the Condition Assessment Report will be used to develop all the required design and construction documents needed to perform the repairs. The Consultant shall include repair recommendations for each bridge within the Condition Assessment Report. The Design Phase of this assignment will immediately follow the Commission's approval of the Condition Assessment Report recommendations.

The major design tasks associated with this project will include, riprap placement, concrete repairs (i.e. patching spalls and sealing cracks), masonry repairs and debris removal. Other activities include, but are not limited to, various degrees of pier and apron repair and/or reconstruction as well as addressing foundation undermining issues.

Given the nature of the work associated with this RFP it is to be expected that significant agency coordination will be required in obtaining the necessary permits for construction, environmental and historic related activities. Constructability may also become critical due to the uniqueness of the Commission's truss, suspension structures, structure capacity, access to substructures within a major river, etc.

The overall design schedule for this project, as detailed in other sections of the RFP, includes a twelve (12) month duration between Notice of Award/Limited Notice to Proceed and the submission of the Final Design Documents (Bid Documents) on July 31, 2024. This schedule is critical to bidding and constructing the project, allowing for one full construction season in 2025. This schedule also permits for early fall 2023 in water investigation of substructures. The early scheduling of in water investigations may mitigate Consultant's scheduling issues resulting from winter and spring high water trends. The Consultant is advised that river levels vary. It is the Consultants responsibility to schedule and execute the required work within the allotted schedule.

It is the Commission's intention to advertise the construction contract(s) for this work in the late summer of 2024.

In general, the scope of services to be performed by the selected Consultant for this Project shall include:

**I. General Activities of 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 monthly throughout the life of the project. The project schedule and updates will be provided to the Commission electronically by e-mail.

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

**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 between 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 are included within this effort:

- Assemble and direct the team, including subconsultants.
- Conduct project kick-off meetings.
- Serve as the single point of contact for project communication.
- Represent the Commission at 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 (PSQAP).
- 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 NJDOT procedures.
- Fully document all project related issues.

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

Within thirty (30) calendar days of Limited Notice-to-Proceed, the Consultant will prepare and submit a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review and approval. The Consultant's PSQAP will provide a written description of the intended actions to verify delivery of a high quality product to the Commission.

**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. At a

minimum, one (1) monthly contract status meeting at the Commission's headquarters is required. The Consultant will prepare and submit 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 monthly Commission Coordination meetings which are due to the Consultant's inability to complete the project within the specified time specified herein shall be borne by the Consultant and shall not be billed to the Commission.

**b) Other Agency Coordination and Permitting**

The Consultant will be required to contact and meet with representatives of Federal, State, Local, Municipal and other agencies to review and determine all necessary project requirements and permits for the work to be completed under **Parts II and III** and for the anticipated construction. The Consultant is required to obtain all applicable permits for the proposed work.

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

Other agencies may include, but are not limited to:

- Army Corp. of Engineers (ACOE)
- PENNDOT
- NJDOT
- New Jersey Department of Environmental Protection (NJDEP)
- Pennsylvania Department of Conservation and Natural Resources (PADCNR)
- Pennsylvania Department of Environmental Protection (PADEP)
- Local Soil Conservation and Sediment Control
- National Park Service

***Task D. Utility Coordination***

The Consultant will be required to follow Utility Relocation Procedures outlined in PENNDOT Publication 16M (Utility Relocation) and Strike Off Letter 430-98-03 and NJ DOT Procedures Manual. The utility coordination will also follow all provisions of PA Act 287 (as amended by PA Act 187) and N.J.S.A Title 27, 40 and 48.

Contact all utilities within the project limits.

- 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 et seq contact the NJ ONE CALL SYSTEM at (800) 272-1000 and request maps of utility facilities within the project limits.
- Notify the municipality 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 including the Commission's maintenance forces.
- Contact all railroads within the project limits.

Contact all utilities within project limits to verify the type, size and location of their facilities.

- Send correspondence to the name and addresses on the PENNDOT and NJDOT Utility Lists and provide Commission with copies of any correspondence with utilities as contact occurs.
- Contact the local municipality to verify location of any cable television facilities.
- Show all utility type and locations on plans.
- Send plans to all utilities and railroads to determine conflicts and obtain written confirmation on their approval.
- Incorporate revisions in plans and resolve any potential conflicts. Submit revised plans to Utilities and obtain written confirmation on their approval.
- Participate in and document all utility meetings.

The Commission will provide the Consultant with a listing of all utility crossings licensed to cross the Commission's facilities. The Consultant will include in their plans the locations of these utilities and advise the Contractors of their existence and the need for the Contractor to implement measures to protect them from being damaged during construction.

*Task E. Unforeseen Services*

The Consultant shall include \$70,000 in their Fee Proposal for unforeseen services. The unforeseen services shall 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 utilizing hours under this Task shall commence only upon receipt of written notification from the Commission authorizing the use of these hours.

**II. Condition Assessment Reports, Plans and Recommendations**

*Task A. Document Research and Substructure Foundation Report*

a) Document Research

The Consultant shall research the Commissions files for plan and report information relevant to this project. Provisions will be made for the Consultant to borrow and copy information required for performing the work. In addition, the Consultant shall obtain, as appropriate, information from outside agencies and resources including but not limited to existing FEMA Studies, FEMA Hydraulic Models and USGS mapping and soils data. Documents purchased through this contract are the property of the DRJTBC and shall be provided to the Commission upon completion of the project.

b) Substructure Foundation Report

The Consultant shall provide the Commission with an independent Substructure Foundation Report outlining the foundation type for each bridge. This report shall be based on the Commission's General Information Books and existing plans, and shall be corroborated with past and current observations. The report shall provide discussions identifying a recommended, feasible, optimal Scour Critical Bridge Indicator (SCBCI) that either exists or could be achieved, for each bridge. This report shall be submitted independently of other condition assessments and recommendations but is to be used as the basis of the Condition Assessment Report.

*Task B. Condition Assessment*

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

In the event that the Consultant discovers a potentially major finding during the performance of the Condition Assessment and subsequent inspections which could reduce the load rating capacity of the bridge as determined by previous inspections, or require Priority 1 – Emergency Response repairs, and/or require vehicular or pedestrian traffic restrictions to be imposed, the Consultant will notify the Commission immediately in accordance with the following procedure:

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

The Commission has developed Bridge Repair Priority Codes to be used by all inspectors to evaluate observed conditions and prioritize needed repairs on the Delaware River Joint Toll Bridge Commission's facilities. A copy of the Bridge Repair Priority Codes (Engineering Department Policy & Procedure No. 05-05) can be obtained by the Consultant upon request from the Commission. Condition examples for a Priority 1 – Emergency Response are provided below to help define and guide the Consultant in determining an accurate and consistent classification of an emergency situation encountered during inspections. Note that the examples shown represent some common conditions which may be observed but by no means should this be construed as an all-inclusive list.

**Priority 1 – Emergency Response – Immediate Action Required**

This category includes major defects affecting the load carrying capacity or stability of the structure, and/or safety of the traveling public. Immediate action on an emergency basis must be taken utilizing a contractor or the Commission's Maintenance forces. Response actions may include closing the bridge partially or completely, imposing a vehicle size or load limit, reducing an existing posted load limit, and implementing repairs as soon as possible. The inspector shall immediately contact the Commission by telephone and follow up in writing to notify the Chief Engineer of the condition.

Examples:

- Cracked or severely damaged primary structural member
- Severe section loss on a primary structural member that reduces the capacity of the structure below the current posted load limit
- Failed or severely damaged bridge parapet, barrier, or pedestrian railing
- Localized deck, sidewalk, or approach roadway failure
- Loose bridge components endangering the traveling public
- **Movement, severe damage, or severe deterioration of substructure units**
- Missing or obscured load posting or clearance signs



- **Severely scoured and undermined substructure foundation**
- **Severely restricted waterway opening due to debris**

➤ **In-Depth Bridge Inspections of Substructures**

The Consultant will be required to perform NBIS In-Depth substructure inspections of the substructure elements for all of the Bridges within the scope of this project (refer to **Attachment VIII** for the list of bridges). The purpose of the inspections is to identify levels and areas of deterioration of all structural and non-structural substructure elements in order to develop repair recommendations and details. This effort also includes correlating probing measurements taken near the pier edges with the previous substructure inspections. The Consultant shall furnish all equipment and inspection rigging necessary to perform the inspections.

➤ **FHWA Level III Diving Inspections**

This work is required to be performed in order to develop design and construction details for the underwater substructure repair and scour remediation. All inspections will be required to be in accordance with current NBIS standards. The inspections will be required to follow the guidelines and standards as stated in the “Bridge Inspectors Reference Manual”, FHWA NHI 03-001 – 2002, “Underwater Inspection of Bridges”, FHWA-DP-80-1– 1989, the AASHTO “Manual for Condition Evaluation of Bridges” – 1994, including all Interims and any other applicable industry standards used for underwater inspections. In addition, the Consultant will inspect and summarize scour sensitive substructure elements in accordance with current FHWA criteria.

*Task C. Draft Condition Assessment Report and Plans*

Based on findings of the **Task B. Condition Assessment**, develop/evaluate potential repair/remediation recommendations. Evaluation shall include but not be limited to, evaluation of constructability, construction staging and community impacts during construction. The Consultant is advised that fluctuating river elevations must be taken into account when developing repair recommendations and reviewing the construction feasibility. Construction cost estimates shall be developed for each feasible alternative along with the anticipated construction schedule. The Consultant shall prepare conceptual Maintenance Protection of Traffic schemes for each feasible alternative. Impacts to the community, including impacts to emergency vehicle response, tourist industry, traffic delays, impacts to pedestrian and bicyclist, impacts to local business and noise shall be considered. In addition, Right-of-Way requirements and environmental impact to the waterway and endangered species shall be evaluated.

The Consultant shall prepare a **Draft Condition Assessment Report, Plans and Recommendations**. The intent of the **Draft Condition Assessment Report** is to provide a concise aggregation of the important elements of the condition evaluation and an overall synthesis of conclusions and recommendations. For each Bridge, the **Draft Condition Assessment Report** shall include, but not be limited to:

- Condition Assessment
- Scour Vulnerability Assessment
- Discussion of alternatives including a discussion of potential impacts for each alternative
- Recommended repairs / remediation including supporting justification
- Alternatives for access for construction and material to the work zones

- Requirements for design including required survey, geotechnical evaluation and hydraulic analysis
- A list of applicable permits including the permit cost and the anticipated duration to obtain the permit
- Right of way requirements including a discussion of required temporary construction easements, if any
- MPT requirements including sketches and/or conceptual plans for construction staging and detours
- Construction costs
- Anticipated construction schedule
- 11" x 17" plans. Plans are to include detail to a level sufficient to clearly demonstrate the repair/remediation type and location along with construction staging and construction access.

The Draft Concept Study Report shall provide a summary of construction costs for the overall project and a recommendation for packaging of the construction documents. For proposal purposes the Consultant shall anticipate that there will be as many as three construction packages for this project, one for each Region. In addition, as part of the Draft Condition Assessment Report, the Consultant shall discuss the design approach for Preliminary and Final Design.

At the conclusion of the **Task C.**, the Consultant will be required to provide the Commission with an electronic copy of the **Draft Condition Assessment Report, including Plans and Recommendations** in Adobe 'pdf' format. *All PDF electronic submissions by the consultant shall be appropriately bookmarked, indexed and searchable.* The Consultant's **Draft Report** will be submitted within one hundred (100) calendar days after receipt of Limited Notice to Proceed or Notice-to-Proceed whichever comes first.

The report will include a certification statement by the licensed professional engineer under whose direction the inspection was conducted. The statement will be required to bear the raised stamp and signature of the responsible licensed professional engineer and include the following language:

"I, [insert name], P.E., do hereby certify to the best of my knowledge, information, and belief that the information contained in the accompanying inspection report has been prepared in accordance with accepted engineering practice. The inspection and report conform to applicable requirements, criteria, guidelines, and standards as stated in the "Bridge Inspectors Reference Manual", FHWA NHI 03-001 – 2002, "Underwater Inspection of Bridges", FHWA-DP-80-1– 1989, and the AASHTO "Manual for Condition Evaluation of Bridges" – 1994, including all Interims and is true and correct at the time of the inspection. The report has been reviewed using appropriate Quality Assurance guidelines in accordance with generally accepted engineering practice."

*Task D. Final Condition Assessment Report.*

Within fourteen (14) working days of receipt of the Draft Concept Study Report the Commission will provide the Consultant with Comments. The Final report shall be submitted for acceptance with twenty-one (21) days of receipt of comments. The Consultant will be required to provide a USB with the **Final Report** in Adobe PDF format and all working files.

The Consultant shall not proceed with Preliminary Design until such time as the Commission provides its approval to the Final Condition Assessment Report.

### **III. Preliminary Design, Final Design and Post Design Services**

#### *Task A. Preliminary Design (For Each Contract Package)*

##### a) Field Survey

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 plans supplemented with field survey, as required. The Consultant shall perform field survey to establish necessary horizontal and vertical control for the design and construction of the project, verify the dimensions of features to be repaired and, if required to establish the location of right-of-way lines in critical areas. The locations of all utilities shall be field verified. The Consultant is required to obtain in the field all dimensions necessary to ensure efficient, timely and accurate construction.

##### b) Preliminary Design Submission

This submission will be required to be in the form of 60% complete contract drawings of the Preferred Alternative, showing the scope of work, items of repair/modification. A preliminary cost estimate (based on quantity and unit price determinations), preliminary construction schedule and outline specifications (special provisions and technical) are to be furnished. Six (6) clearly legible sets of half size plans will be provided along with the preliminary cost estimate, preliminary construction schedule and outline specifications.

The preliminary plans shall include, but not be limited to:

- Cover sheet
- Location map
- Preliminary civil construction plans
- Right-of-Way and Easements
- Construction access and staging
- Erosion control measures
- Required MPT / detour
- Preliminary structure plans and details

Comments on this submission on the part of the Commission will be provided to the Consultant within fourteen (14) working days after the Submission.

The preliminary design submission shall be made within fifty (50) days of the acceptance of the Condition Assessment and Recommendations Report.

#### *Task B. Final Design*

##### a) Pre-Final Design Submission

This submission will be required to be 100% complete, except for Commission comments.

For proposal purposes the Consultant shall anticipate that three (3) construction contracts will be advertised.

The plans and specifications shall be developed for each construction contract in accordance with the policy and procedures of the Pennsylvania Department of Transportation (PENNDOT), PENNDOT Publication 408-2016, and all its supplements and applicable AASHTO design standards.

This submission will include the Notice to Contractor 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 for use by the Consultant of a typical Construction contract to the Consultant to use as a template to prepare a complete set of specifications for each construction contract, up to as many as three construction contracts.

The Consultant shall include in its construction estimate of quantities a 5% to 10% (or higher % if appropriate) contingency for the key items, as appropriate. This submission of plans, with complete special and technical specifications, construction schedule and Engineer's construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) shall be electronic in Adobe PDF format, with a table of contents and properly indexed and bookmarked.

The Consultant will also be required at this time to submit a construction schedule, for each construction contract, using scheduling software such as Microsoft Project or Primavera SureTrak. 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, weather, water levels and scheduling restrictions.

The submission is also to include response to all of the Commission's comments that the Consultant received on the 60% submission and is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

b) Final Design Submission

This submission will be required to consist of 100% complete contract drawings.—All plans will be prepared in English. For each construction contract the Consultant shall furnish to the Commission electronic copy in Adobe PDF format, along with five (5) USB containing: CADD drawing files compatible with MicroStation SE, specifications in Microsoft Word, and spreadsheets in Microsoft Excel, construction schedule and including Engineer's Estimate prepared in accordance with PennDOT methods along with response to all of the Commission's Pre-Final Design Comments. Each submission is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

The Consultant is also required to provide for each construction contract order requests anticipated from Contractors interested in bidding on the project. The Consultant will also provide for each construction contract electronic files containing the specification books to include the Notice to Contractor, Schedule of Prices, Special Provisions, General Provisions, and associated miscellaneous required elements typically provided for a Commission construction project.

At the conclusion of the design the Consultant shall furnish the Commission a complete set of the project design calculations and notes in PDF format, with a table of contents and properly indexed and bookmarked to permit ease of reference. Digital executable files for all work generated for this project shall be submitted. In addition, copies of all notes, drawings, specifications and other job-related data and correspondence (the project files) shall be provided in electronic format. Copies of all drawing files shall be submitted in a format compatible with MicroStation SE.

At a minimum, the plans will consist of the following sheets for the project:

- 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
- Construction Staging Plans
- Traffic Control Plans (if required)
- Erosion and Sedimentation Control Plans (if required)
- Structure Plans

The Consultant's **Final Design Submission** will be submitted within two-hundred thirty (230) calendar days after the Final Concept Study Report is accepted. The Consultant will provide on USB, all electronic files pertaining to the Final Submission drawings, specifications and estimate in their specific software format as well as Adobe PDF format. In addition, the Consultant is required to submit a USB with indexed design calculations in PDF format and all design files including executable files used for analysis and design. The submission is to be accompanied by a Quality Assurance Form (**Attachment VI**) or similar forms that indicate that the PSQAP procedures were implemented in the development of the submission.

#### **IV. Post Design Services (For Each Construction Contract)**

##### *Task A. Post Design/Pre-Award Services*

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

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

Upon completion of the bidding phase after bids are received, the Consultant will be required to incorporate all addenda into each construction document package and re-issue original documents in the form of a "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 Commission will print and forward these documents to the successful bidder and Construction Management (CM) firm.

##### *Task B. Post Design/Post-Award Services (For Each Construction Contract)*

Services include but are not limited to:

- Review of all Contractor submittals including shop drawings, material and equipment submittals.
- Attendance at the contract kick-off meeting, pre-construction meeting and CM/CI kick-off meeting.
- Attendance at, and preparation for same, bi-weekly progress and schedule update meetings. For proposal purposes assume a construction period of one (1) year for each construction contract and attendance at ½ of the bi-weekly 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 and appropriate staff will be expected to attend a one (1) day Partnering Session along with representatives from the Commission, the Commission's CM, the Contractor, and other involved agencies/parties to participate in an overall discussion of project key issues, concerns and objectives. The cost of attending the one-day Partnering Meeting will be at no cost to the Commission.

The Consultant will prepare Change of Plans to support Change-Orders. If the change order 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 E, 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 are 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 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, **properly bookmarked and 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 numbers 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:

- an affirmative statement that it has read/understood and will accept the Terms and Conditions of the Sample Standard Commission Consultant Agreement (**Attachment V**)
- an indication that it shall comply with the Insurance and Indemnification Requirements (**Attachment II**)
- 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 H. Doutsen Hettema, Project Manager.**

#### **2. Proposal [not to exceed five (5) single-sided, letter-sized pages, using a minimum #11 font] shall include a narrative describing the Consultant's:**

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

- i. This section should include the following discussions:**

- a. After review of the background information, a description of the Consultant's understanding of the Project and the project goals.
  - b. Identify the Commission's critical issues for this project
  - c. Proposed communication methods/forums to keep the Commission informed of the status of Scope, Schedule, Budget, and potential issues affecting each.
  - d. Anticipated outside stakeholder communication efforts/requirements.
  - ii. Include an affirmative statement committing to meeting the intent of the Commission's Contract Compliance Program; and indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.
  - iii. The Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement and provide a sample "Certificate of Insurance" indicating that it can meet all the insurance requirements as shown in **Attachments II** of the RFP. Exceptions are discouraged. However, exceptions, if any, taken to these requirements must be described in this section.
- b) *Approach to the Project and QA/QC Procedures:* The Consultant should describe the methodology that will be used 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 that the Commission's goal to complete the Scope of Services, as described herein, within fifty-three (53) weeks of receipt of the Notice of Award/Limited Notice to Proceed. The Approach to the Project, should include a discussion of the Consultant's means to maintain budget, maintain the required schedule, and deliver a quality finished Project.
- c) *Detailed Work Plan* (not included in the ten (10) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.
- Provide a List of Deliverables and milestone submission dates for each item and sub-item in the Detailed Work Plan. Consultants shall utilize the Schedule A - Hourly Breakdown of Work Program (Attachment VII) format to indicate the level of effort.
- d) *Consultant's Experience on Similar Projects:* The Consultant should describe previous bridge, and scour related inspection/mitigation experience with other similar transportation and toll agencies [include name/title/address/telephone number for at least three (3) client references].
- e) *Credentials/Experience of the Project Team:* Include a "brief" biographical narrative and/or matrix to indicate experience and capabilities appropriate to the role and responsibility that key personnel will perform on this agreement. For the Project Manager, include the name/title/address/telephone number for at least three (3) client references. The Project Manager must be a Professional Engineer licensed to practice in the State of New Jersey and Commonwealth of Pennsylvania and must be an employee of the Prime Consultant. Sub-consultants must also demonstrate the required experience and capability



related to the work they are to perform. Three (3) client references are required for each sub-consultant Project Manager.

- f) Ability to adhere to Commission's project schedule and budget. The Consultant shall provide a "high level" Microsoft Project Schedule tied to its Detailed Work Program indicating how the Consultant intends to meet the Commission's goal for the completion of the project. The Consultant must also provide a "schedule narrative" describing the activities that are on the critical path and the contingency planning that the Consultant intends to undertake to minimize schedule slippages. The Microsoft Project Schedule, which can be submitted on 11"x17" paper, and narrative are not included in the ten (10) page Proposal limitation cited above.
3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships (not included in the ten (10) page Proposal limitation cited above).
4. One (1) single-sided page resume each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Resumes for the Prime Consultant's Project Manager and all the subconsultant's Project Managers are limited to two (2) single-sided pages (Resumes are not included in the ten (10) page Proposal limitation cited above).
5. Completed Schedule A - Hourly Breakdown of Work Program (Attachment VII) showing the hours estimated to complete the work. Provide a Schedule A for the Prime Consultant, each subconsultant and a summary for the Consultant Team (Schedule A's are not included in the ten (10) page Proposal limitation cited above).
6. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** (not included in the ten (10) page Proposal limitation cited above).
7. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only and not included in the ten (10) page Proposal limitation cited above).
8. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only and not included in the ten (10) page Proposal limitation cited above).
9. Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted (Completed IBE Participation Forms are not included in the ten (10) page limit of the Proposal narrative cited above).
10. A description of the technical disciplines for which the Prime Consultant and each proposed subconsultant is pre-qualified by PENNDOT and/or NJDOT (not included in the ten (10) page Proposal limitation cited above).

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

**Fee Proposal**

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

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

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

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

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

2. To evaluate the basis for the proposed not-to-exceed Fee, the Consultant will provide a cost proposal in the forms provided in Schedule B1 - Fee Proposal (**Attachment VIII**) and Schedule B2 - Fee Summary (**Attachment IX**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each subconsultant as well as Schedule B2 - Fee Summary for the Consultant team.
3. The Unforeseen Allowance amount shall not be converted to job hours in the Fee proposal.
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:

$$\text{Physical \% complete} = \frac{[\$ \text{ spent divided by } (\$ \text{ spent} + \text{cost-to-complete})]}{\text{times 100}}$$

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

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**PROPOSAL SCHEDULE**

The Commission's Proposal Schedule is as follows:

<b><u>Proposal Schedule</u></b>	<b><u>Date</u></b>
Post RFP on website	March 23, 2023
Pre-Proposal Submission Meeting	March 30, 2023 @ 10:00 AM
Closing Date for Submittal of Inquiries	April 18, 2023 @ 3:00 PM
Response to Inquires	April 20, 2023
<b>Closing Date for Submission of Proposal</b>	April 27, 2023 @ 3:00 PM
Oral Interviews (if required)	May 24, 2023
Anticipated Notice of Award	August1, 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 ([dhettema@drjtbc.org](mailto:dhettema@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). Due to email attachment size limitations, Proposals may be divided in parts and transmitted by way of multiple emails provided the emails and their corresponding attachments are labeled accordingly. The Commission does not accept emails larger than 35MB in size.
15. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334, on the date and time indicated in the **Proposal Schedule**.
16. Inquiries concerning this RFP are to be directed, in writing, to Kevin M. Skeels, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 1199 Woodside Road, Yardley, PA 19067, Attention: Doutsen Hettema, Project Manager. Inquiries by US Mail or e-mail are acceptable. Email inquiries are to be directed to the Project Manager ([dhettema@drjtbc.org](mailto:dhettema@drjtbc.org)) with copy to the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). The inquiry deadline is 3:00 PM, local time, on the date indicated in the **Proposal Schedule**.
17. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's responsibility.
18. All Attachments (9 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

**ORIGINAL SIGNED BY**

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

ATTACHMENTS TO  
REQUEST FOR PROPOSAL FOR

CONTRACT NO. C-782A  
***Underwater Substructure Improvements- All Regions***

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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
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## **ATTACHMENT I**

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### Signatures

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

#### Incurring Costs

The Commission shall not be liable for any costs incurred by any Consultant in the preparation of its proposal for the services requested by this 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 Communication or his/her designated representative.

#### Addendum to RFP's

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

#### Acceptance of proposals

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 or Technical Proposal does not, in any manner or form, commit the Commission to award any contract. The contents of the proposals may become a contractual obligation, if, in fact, the Proposal or Technical Proposal is accepted and a contract is entered into with the Commission. Failure of a firm to adhere to and/or honor any or all of the obligations of the Proposal or Technical Proposal may result in the cancellation of any contract awarded by the Commission.

#### Rejection of Proposals

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

#### Dissemination of Information

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.

**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**

Consultants 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.

**Sample Standard Commission Consultant Agreement**

On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of our evaluation of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement should be properly considered when preparing your final Proposal.



## **ATTACHMENT II**

**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.

**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(S) 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 110 Wood and Grove Streets, Morrisville, 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.

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

Sincerely,

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





Capital Program Consultants  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER  SAMPLE  Effective 1/1/2012	CONTACT NAME:	
	PHONE (A/C, No, Ex):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A : X=A- (Excellent) or Higher	
	INSURER B : X= Class VII or Higher	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			*Per Project or Per Location must be checked		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below Other applicable coverage shown here (see attached)		N/A			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$2,000,000 per occurrence / \$4,000,000 agg \$1,000,000 - \$5,000,000 (Refer to Contract)
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Contract#. Certificate holder, the Commonwealth of PA, & the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/non contributing. No Cross Suits Excl. Umbrella/Excess policy follows form. Waiver of subrogation applies to all coverages where applicable by law. The SIR is not greater than \$50,000 on any policy above(except professional-see requirements). Deductibles must be stated						

CERTIFICATE HOLDER	CANCELLATION
Delaware River Joint Toll Bridge Commission  1199 Woodside Rd Yardley, PA 19067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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

**CHOOSE ONE:**

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

**Or**

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

**Or**

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

POLICY NUMBER: Must Match GL Policy Number on  
Certificate

**COMMERCIAL GENERAL LIABILITY**

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

OR

Any organization where required by written  
contract

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

**2. Exclusions**

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 10 01**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

**ATTACHMENT III**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

**CONTRACT NO. C-782A**

**Underwater Substructure Improvement Design - All Regions**

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

the undersigned, an officer of the named Prime 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 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 C-782A.

\_\_\_\_\_  
(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-782A**

**Underwater Substructure Improvement Design - All Regions**

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

the undersigned, an officer of the named Prime Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website [www.drjtbc.org](http://www.drjtbc.org) and will comply and have any designated sub-consultants comply with the requirements of these guidelines during the performance of work under Contract C-782A.

\_\_\_\_\_  
(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 NO. C-782A**

**Underwater Substructure Improvement Design - All Regions**

This Agreement ("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 \_\_\_\_\_, which is registered in the State of New Jersey, hereinafter referred to as "Consultant";

**WITNESSTH:**

**WHEREAS**, the Commission, on \_\_\_\_\_, \_\_\_\_\_, issued a \_\_\_\_\_ and such \_\_\_\_\_ together with issued Addenda \_\_\_\_\_ and \_\_\_\_\_ is incorporated herein as Attachment "A" and made a part hereof; and

**WHEREAS**, the Consultant submitted its \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to provide the Commission with the requested \_\_\_\_\_ and said \_\_\_\_\_ are incorporated herein as Attachment "B" and made a part hereof; and

**WHEREAS**, the Commission at its \_\_\_\_\_, \_\_\_\_\_ meeting adopted a Resolution to accept the Consultant's \_\_\_\_\_ to provide \_\_\_\_\_ as further described below in this agreement and the attachments incorporated herein; and

**WHEREAS**, the Commission in its letter dated \_\_\_\_\_, \_\_\_\_\_ provided the Consultant with Notice of Award, which is incorporated herein as Attachment "C" and 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 herein and in the attachments hereto; 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 \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ including Addenda \_\_\_ and \_\_\_ and further supplemented by the Consultant's \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_. The above referenced \_\_\_\_\_ and its \_\_\_\_\_ addenda are attached hereto as Attachment A and made a part hereof. The Consultant's \_\_\_\_\_ 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. In the event of conflicts, inconsistencies or discrepancies between and/or within the contract documents including, but not limited to, the Commission's Request for Proposal, the Consultant's Proposal and Rate Schedule, any Problem Statement or any specific Task Order Assignment, the Consultant shall provide the better quality or greater quantity of Scope of Services, at no additional cost to the Commission, in accordance with the Commission's interpretation.

Specific Task Order Assignments shall be issued by the Commission on an as needed basis, as determined by the Commission in its sole discretion, and such Task Order Assignments shall be performed under the direction of the Executive Director and/or his/her designee. When the services of the Consultant are desired by the Commission, the Executive Director and/or his/her designee will provide the Consultant with a problem statement for each assignment. The Consultant shall submit a detailed scope of services and fee proposal for each assignment, which the Consultant indicates will address the problem statement, to the Executive Director and/or his/her designee within five (5) working days or fewer if required by the Commission.

2. The term of this Agreement shall be for two (2) years from the Commission's \_\_\_\_\_, \_\_\_\_\_ Notice of Award letter date, with tasks assigned by the Commission to the Consultant on an as-needed basis, as determined in the Commission's sole discretion; provided however, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion. Furthermore and without limiting the foregoing, the Commission will conduct annual reviews of the Consultant's performance under this Agreement at the end of each anniversary year of the Agreement to determine, in the Commission's sole discretion, if the Consultant's services will be required for subsequent years of the Agreement and the Consultant shall fully cooperate with the Commission in connection with such annual reviews, at no additional cost to the Commission.

3. 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 shall designate a single point of contact with the Commission for all matters relating to this Agreement. This person shall be authorized to submit proposals for each Task Order Assignment and negotiate the cost for any and all Task Order Assignments requested of the Consultant.
2. 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.
3. 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.
4. The Consultant shall not employ the Commission's employees in the performance hereof.
5. 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 Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

**D. Confidentiality**

1. In the performance of the services for the Commission, the Consultant will receive information and knowledge respecting the confidential details of the business of the Commission. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by

the Commission, shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the Commission, some of which may be prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the Commission. This shall include, but is not limited to, documents and objects relating to the Commission, its facilities, personnel or officials. Consultant shall not, except for use in performance of services to the Commission, copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for the Commission's benefit, either during Consultant's performance of services to the Commission or thereafter. Consultant agrees that Consultant will deliver all 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 omission, 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 established for each Task Order Assignment, 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 sub-consultants shall be as follows:

Multiplier	_____	_____	_____	_____	_____
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, shall be paid within thirty (30) days of presentation.

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 – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS**

**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. Furthermore and without limiting the foregoing, the Consultant must retain the Commission's prior written approval prior to retaining any subcontractor and/or independent consultant under 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. 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 his sub-consultant 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, and regulations, 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 itself with all federal, state and local laws, ordinances, rules, and regulations including, but not limited to, 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 Agreement, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Commission 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 Agreement or the attachments hereto 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 Agreement or the project to which it relates shall be made without prior written approval by the Commission 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 five (5) business days after receipt of the request from the Commission or fewer if required by the

Commission. Payment for this work will be made on the basis of direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and a multiplier for field personnel, as shown in the table below, plus approved out-of-pocket expenses at actual cost and subconsultant and specialized services at actual cost.

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

1. All notes, designs, drawings, specifications and other technical data of the Consultant, as well as job related records and other data including, but not limited to, electronic data, concerning the work hereunder shall become the property of the Commission and the Commission shall have the right to use all or any part thereof for the purpose, including, but not limited to, the construction, supervision or design of any structures or facilities for the sole purpose of the Commission, when and where the Commission may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the Commission whenever requested by it, and, in any event, upon completion of the work hereunder.

**ARTICLE VII – CONSULTANTS INSURANCE**

**A. Consultant's Insurance**

1. The Consultant will be required to provide insurance of the prescribed types and minimum amounts incorporated herein as Attachment A and made a part hereof.

**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, in whole or in part, by the Commission upon fifteen (15) calendar days written notice to the Consultant, whenever the Commission deems it advisable to do so in its own interest. Upon Receipt of such notice from the Commission, the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Commission:
  - a. Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.
  - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
  - c. Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
  - d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the

performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.

- e. Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
- f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.

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

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

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

**ARTICLE X – SUCCESSORS OF THE PARTIES**

**A. Successors of Parties**

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

**ARTICLE XI – DEFINITIONS**

- 1. 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.

2. The term "Consultant", whenever appearing herein, shall be deemed to include any successor and the principal officers, project manager, resident engineer and any other agent, officer or employee of the Consultant actually in charge of any work under this Agreement.

## **ARTICLE XII – MISCELLANEOUS**

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

If to the Commission:

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

If a legal matter copies to:

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

and

Florio, Perrucci, Steinhardt & Fader, L.L.C.  
235 Frost Avenue  
Phillipsburg, NJ 0886

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.

- D. 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.
- E. 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.
- F. 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.
- G. 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

ATTEST: \_\_\_\_\_

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

_____	_____	_____	_____
Signature	Title	Signature	Title
_____	_____	_____	_____
Print	Title	Print	Title

**SAMPLE**

- Attachments:
- A. Commission's Request for Proposal
  - B. Consultant's Technical Proposal and Fee Proposal
  - C. Commission's Notice of Award
- Exhibits:
- A. Insurance Requirements.

**ATTACHMENT VI**

**QUALITY ASSURANCE FORM**

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

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

**Project Name:** Underwater Substructure Improvement Design – All Regions

**Client's Project Number:** C-782A **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**

<b>Part</b>	<b>Task</b>	<b>Task Description</b>	<b>Total</b>
<b>I</b>		<b>General Activities of the Consultant</b>	
<b>I</b>	<b>A</b>	<b>Project Management</b>	
	a)	Manage the Project	
	b)	Administer the Project	
		<b>SUB-TOTAL HOURS</b>	
<b>I</b>	<b>B</b>	<b>Project Specific Quality Assurance Plan</b>	
		Project Specific Quality Assurance Plan	
		<b>SUB-TOTAL HOURS</b>	
<b>I</b>	<b>C</b>	<b>Coordination and Meetings</b>	
	a)	Commission Coordination	
	b)	Other Agency Coordination	
		<b>SUB-TOTAL HOURS</b>	
<b>I</b>	<b>D</b>	<b>Utility Coordination</b>	
		Utility Coordination	
		<b>SUB-TOTAL HOURS</b>	
<b>I</b>	<b>E</b>	<b>Unforeseen Services</b>	
		Unforeseen Services	
		<b>SUB-TOTAL HOURS</b>	
<b>II</b>		<b>Condition Assessment Reports, Plans and Recommendations</b>	
<b>II</b>	<b>A</b>	<b>Document Research and Substructure Foundation Report</b>	
	a)	Document Research	
	b)	Substructure Foundation Report	
		<b>SUB-TOTAL HOURS</b>	

II	B	Condition Assessment	
		SUB-TOTAL HOURS	
II	D	Final Condition Assessment Report	
		SUB-TOTAL HOURS	
III		Preliminary Design, Final Design and Post Design Services	
III	A	Preliminary Design	
	a)	Field Survey	
	b)	Preliminary Design Submission	
		SUB-TOTAL HOURS	
III	B	Final Design	
	a)	Pre-Final Design Submission	
	b)	Final Design Submission	
		SUB-TOTAL HOURS	
III	C	Post Design Services	
	a)	Post Design/Pre-Award	
		SUB-TOTAL HOURS	
IV	D	Post Design Services	
	a)	Post Design/Post-Award	
		SUB-TOTAL HOURS	
		TOTAL HOURS	



**ATTACHMENT VIII**  
**SCHEDULE B1 - FEE PROPOSAL**

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I		General Activities of the Consultant								
I	A	Project Management								
	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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								
		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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total

**Request for Proposal**  
**Contract No. C-782A Capital Project 2219A**

**Delaware River Joint Toll Bridge Commission**  
**Professional Engineering Services**  
**Underwater Substructure Improvement Design - All Regions**

II		Condition Assessment Reports, Plans and Recommendations								
II	A	Document Research and Substructure Foundation Report								
	a)	Document Research								0
	b)	Substructure Foundation Report								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	B	Condition Assessment								
	B	Condition Assessment								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	C	Draft Condition Assessment Report								
	C	Draft Condition Assessment Report								0
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		AVERAGE RATE (Composite Rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
		SUB-TOTAL DIRECT LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	D	Final Condition Assessment Report								
	D	Final Condition Assessment Report								0
		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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
III		Preliminary Design, Final Design and Post Design Services								
III	A	Preliminary Design (For Each Contract Package)								
	a)	Field Survey								0
	b)	Preliminary Design Submission								0
		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
	b)	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	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	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**

<b>LABOR EXPENSES</b>									
Total Direct Labor								\$	0.00
Overhead @ _____ %								+	\$ 0.00
Total Direct Labor + Overhead								\$	0.00
Fee @ 10 %								+	\$ 0.00
Total Labor Expenses								\$	0.00
<b>OTHER DIRECT EXPENSES</b>									
Unforeseen Services -								\$	
Total Other Direct Expenses								\$	0.00
<b>SUB-CONSULTANT EXPENSES</b>									
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
<b>OUT-OF-POCKET EXPENSES</b>									
Mileage	-		per mile @		Miles			\$	0.00
Tolls	-		per toll @		Tolls			\$	0.00
Copying	-		per copy @		Copies			\$	0.00
Color Xerox	-		per copy @		Copies			\$	0.00
Plan Reproduction	-		per copy @		Copies			\$	0.00
Postage	-		per item @		Items			\$	0.00
Expedited Postage	-		per item @		Items			\$	0.00
Film Developing	-		per roll @		Rolls			\$	0.00
Other	-							\$	0.00
Other	-							\$	0.00
Other	-							\$	0.00
Other	-							\$	0.00
Other	-							\$	0.00
Other	-							\$	0.00
Total Out-of-Pocket Expenses								\$	0.00
<b>TOTAL NOT-TO-EXCEED FEE</b>								\$	<b>0.00</b>