



"Preserving Our Past, Enhancing Our Future"

February 26, 2026

To: All Consultants

Re: **Request for Proposal (RFP)**

Professional Services

Delaware Water Gap Toll Bridge Buildings and Roadway Improvements

Monroe County, Pennsylvania

Contract No. C-794A, Capital Project 2332A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional consulting services in connection with architectural and engineering services to provide preliminary, final and post design services for Contract C-794A, Delaware Water Gap Toll Bridge (DWG TB) Buildings and Roadway Improvements located in Monroe County, Pennsylvania.

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

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

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

Consultants must possess the relevant previous experience noted below and shall provide committed staff as required to perform the services described herein. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in **Attachment I: Administrative and Contractual Information** of this RFP. Consultants must through their submission demonstrate their ability to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control ("QA/QC") standards. Prior successful completion of projects of similar scope and magnitude is essential ("Similar Projects").

The Prime Consultant must have an office located within a 2-hour drive of the Commission's Executive Headquarters located in Yardley, PA. The prime consultant must perform a minimum of 30% of the work or the highest percentage among the project team, whichever is greater. The proposed Project Manager must be assigned to the same office and must be a licensed Professional Engineer or Registered Architect in the Commonwealth of Pennsylvania.

The Prime Consultant submitting a Proposal must submit documentation verifying that it is registered, as of the Proposal submission date, to do business with the Commonwealth of Pennsylvania or the State of New Jersey. The Prime Consultant shall provide a minimum of three (3) Project Descriptions (client, fee, description of services) having a total aggregate Consultant's fee of no less than \$1,000,000 providing preliminary, final and post design services on similar relative projects during the last five (5) years.

On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These can be found at http://www.drjtbc.org/assets/delawareriver/Recusal_Guidelines.pdf. Consultants must include in their Proposal a certification in the form of the Conflict of Interest and Recusal Certification Form as shown in **Attachment IV** indicating that they have read, understand and will be guided by these guidelines when performing work for the Commission.

Identified Business Enterprise (IBE) Participation

Consultants submitting a proposal for this solicitation agree to abide by the Commission's Contract Compliance Program (CCP) Requirements. The Commission's CCP is intended: (1) to promote and encourage minority, women, small, disadvantaged, disabled, and veteran owned businesses (referred to as "Identified Business Enterprises" or "IBEs") to participate in business opportunities with the Commission; (2) to afford IBEs an equal opportunity to compete for work on the Commission's contracts; and (3) to encourage consultants to provide subcontracting opportunities to certified IBEs. The Commission and its consultants shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital or veteran status, medical condition, disability, sexual orientation, citizenship, or any other classification protected by law in the award and performance of contracts.

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

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

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

Professional Services

Mr. Nicholas Haynes
Director of Contract Compliance
1199 Woodside Road
Yardley, PA 19067
(267) 394-6564 (office)
nhaynes@drjtbc.org

IBE Payment Verification

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

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

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

BACKGROUND

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

DELAWARE WATER GAP TOLL BRIDGE

This, the fourth of seven toll bridges constructed and operated by the Commission, was opened to traffic December 16, 1953. It crosses the Delaware River near Stroudsburg, Pennsylvania. Part of Interstate Route 80, the bridge provides a gateway between the eastern metropolitan districts and the Pocono Recreational Area. Interstate 80 connects the George Washington Bridge across northern New Jersey and Pennsylvania to the Ohio border. The bridge is also part of the Appalachian Trail. Both hikers and motorists crossing the bridge have a spectacular scenic view of the world-famous Delaware Water Gap.

The properties and rights of way under the jurisdiction of the Delaware River Joint Toll Bridge Commission at the Delaware Water Gap (I-80) Toll Bridge are limited. The Commission's toll plaza and maintenance facilities at the Delaware Water Gap are presently constrained to the point where certain maintenance, salt and equipment storage functions are located at the PCTB Facility.

As such, the Commission has been seeking real estate upon which to expand on-site storage facilities to enhance the maintenance and operational needs that this major interstate transportation facility commands. In 2023 the Commission purchased a series of land parcels for the purpose of expanding and improving maintenance and winter-storm-response operations at the Delaware Water Gap (I-80) Toll Bridge.

Delaware River Bridge

Two separate adjacent structures carry east and westbound traffic, except for the end cellular spans where the concrete structural elements are interconnected. The bridge has dual roadways each 28 feet wide. There is a five-foot sidewalk protected by a concrete safety parapet on the downstream side. Opposing traffic is separated by aluminum median-parapet barrier. Each roadway is supported by four steel girders except the westbound north abutment span which has five steel rolled beams. The piers are circular columns with a taper into the river flow and cantilevered caps. The pier columns are granite faced reinforced concrete. The piers in the two riverbeds are supported on steel pilings. The other piers, the abutments and curtain walls of the cellular spans are supported on spread concrete footings.

The length of the bridge is approximately 2,465 feet. The roadways were designed for a H20-S16 loading; they are 59 feet above normal water level. There are 5,883 tons of steel in the superstructure and 22,550 cubic yards of concrete in the total structure.

Pennsylvania Approach

The Commission's jurisdiction extends approximately 200 feet west of the toll islands. Just beyond the jurisdiction a westbound OFF ramp and an eastbound ON ramp are connected by an overpass carrying Oak Street in the Borough of Delaware Water Gap. These ramps are for official use only and are not open to the general public. The approach roadway consists of a ten-inch reinforced concrete base with a bituminous overlay.

Toll Plaza

Tolls are collected in the westbound direction. There are eight toll lanes: the outermost lane is 14 feet wide; the two innermost lanes are both nine feet wide; and the remaining five lanes are each ten feet wide. Each of the lanes is equipped with automatic toll collection devices even though six have unmanned toll booths erected on concrete islands. A full canopy with overhead clearance of sixteen feet protects the toll lanes. On the northerly side of the plaza there is a parallel parking lane 195 feet long for the use of patrons requiring assistance and those purchasing tickets at the nearby stairwell entrance building. The eastbound and westbound roadways are separated by a continuous concrete median barrier. There are two through eastbound lanes, an acceleration lane from the ON ramp and a paved shoulder in the vicinity of the plaza. The eastbound concrete roadway is overlaid with asphalt.

Stairway Entrance Buildings and Tunnel

The conversion to one-way westbound toll collection necessitated the construction of a precast concrete tunnel, 10 feet wide, 8 feet high and 227 feet long, under the plaza. In addition, a stairway entrance building was constructed at each end of the tunnel. These vaults mounted in safes on the tunnel floor received coins and tokens from the automatic collection equipment in the toll lanes prior

to the startup of all-electronic toll collection. The northerly building has a lavatory and a ticket sales office. Architecturally both buildings are compatible with the Administration Building.

New Jersey Approach

The four lanes of this approach, constructed of reinforced cement concrete overlaid with bituminous concrete, are divided by a concrete median barrier. The shoulders are bituminous concrete. All ramps are constructed of 8-inch bituminous concrete. The length of the New Jersey approach is 2,000 feet.

Lighting

All components of the highway system within the Commission's jurisdiction are owned and maintained by the Commission.

Operations and Maintenance Building

The original building is constructed of brick veneer, concrete block and limestone trim. The foundations and first floor slab are reinforced concrete. The Operations portion of the building which is commonly referred to as the Administration portion is approximately 59 feet by 113 feet. One half of the foundation is excavated which provides a basement housing the heating system, air conditioning equipment, and electric control center for the lighting and toll collection equipment. The roof construction is 2-inch precast planking with 1 inch insulation and 4-ply slag roofing founded on steel joist. The maintenance area is approximately 20' x 30' feet. The adjacent garage is approximately 34' x 68'. The garage is equipped with four 12' x 12' motorized overhead doors.

A second maintenance building was built in 1968. The garage area is approximately 40' x 64' with a 12' x 24' overhead door. The maintenance shop area is approximately 24' x 58' with an 8' overhead receiving door located in the carpenter shop. Construction is compatible with the original building. Water is supplied by the local water department. A parking area 50' x 96' on the north side of the garage provides parking for Commission personnel. This second maintenance building was expanded under Contract T-474A in 2013.

Deck Slab Replacement and One-Way Westbound Toll Collection (1987-1989); Contract # T-294

This project included the removal and replacement of the concrete bridge decks; the construction of the pedestrian approach walkway and retaining wall on the New Jersey approach and the replacement of the north abutment span superstructure galvanized steel beams. Construction in the toll plaza consisted of the removal of seven toll islands and booths; the reconstruction of eight islands; the relocation of six toll booths and the installation of two new automatic toll collection machines along with the canopy modifications and reconstruction of all plaza roadway pavements. A pedestrian tunnel with an entrance building was constructed under the plaza. Other work included the erection of concrete median barrier and the installation of new lighting and signing.

Other Projects since Original Construction

1958 – Delaware Avenue extended to toll plaza

1964 – Commission's property monumented

1968 – Contract #T-234; Resurfacing Bridge Deck

Contract #T-231; Highway Directional & Safety Signs

Contract #T-241; Maintenance Building

1977 – Commission maintenance converted lighting to high pressure sodium Vapor

Installed aluminum double median barrier on bridge and concrete median Divider on approaches. Removed median drainage system

1978 – Installed median drainage system over New Jersey approach.

Contract #T-267; Sandblast cleaned, cleaned and painted

Rebuilt sidewalk gutter drainage system, New Jersey approach

Contract #T-270; Addition and alterations to Operations Building

1985 – Contract #T-286A; Replacement of heating and air conditioning system

1986 – Contract #T-284; Toll collection and audit equipment

1989 – Contract #T-301; Asphalt resurfacing, Delaware Avenue

1995-Contract #T-331 Underground Storage Tank Closure Aboveground/Underground Storage Tank Replacement Operations Buildings Portland-Columbia, Delaware Water Gap and Milford-Montague Toll Bridges. The work includes the removal and disposal of one 2,000 gallon underground gasoline storage tank compartment, aboveground storage tank and ancillary equipment at the Portland-Columbia Toll Bridge; the removal and disposal of one 3,000 gallon underground fuel oil storage tank, one 2,000gallon underground gasoline storage tank and one 275 gallon underground waste oil storage tank and the installation of one 1,000 gallon/1,000gallon dual compartment aboveground storage tank and ancillary equipment at the Delaware Water Gap Toll Bridge; the removal and disposal of one 2,000 gallon underground gasoline storage tank and the installation of one 500 gallon/500 gallon dual compartment aboveground storage tank and ancillary equipment at the Milford-Montague Toll Bridge.

2004 – Contract # T-417A I-80 NJ Service Road Repair and Repaving Project

2006 – Contract # T-439A District 3 Toll Bridge Facilities Roof Replacement

2010 – Contract # T-440BR I-80 Delaware Water Gap Toll Bridge Open Road Tolling

2011 – Contract # T-472A Delaware Water Gap Toll Bridge Rehabilitation

2013 – Contract T-474A Delaware Water Gap Maintenance Garage Expansion

2024 – Contract T/TS-784A-006 - Toll Sign Replacements at Delaware Water Gap Toll Bridge

GENERAL PROJECT OVERVIEW

The need for the proposed improvements stems from the Commission’s desire to implement the improvements as outlined in a Delaware Water Gap Toll Bridge Facility Concept Study Report as prepared by French & Parrello Associates (FPA) in association with USA Architects under Contract No. C-771A-8 and as further outlined below.

The Commission utilized a standing Consulting Engineer Task Order Agreement with FPA to obtain a Space Utilization Program Study Including New Salt Storage and Equipment Storage Buildings’ Concept Study Report for the entire Delaware Water Gap Toll Bridge Facility.

The Salt Storage Building and the Equipment Storage Building are to be located on property acquired by the Commission in 2023 that is adjacent to westbound US Route I-80 and located just north of the DWG Toll Bridge toll plaza. The property includes the following parcels located in the Borough of Delaware Water Gap, Monroe County, Pennsylvania.

- Parcel No. 04.2.2.10
- Parcel No. 04.2.2.11
- Parcel No. 04.2.2.14
- Parcel No. 04.2.2.15

It should be noted that a fifth parcel of property (Parcel No. 04.2.2.11-1) was also acquired at the same time as the above parcels. This parcel is located between the Delaware River and the railroad property, is on a steep slope, is not contiguous with the other four parcels, and therefore is not included in the property for this project.

The concept study effort evaluated the current and future space/storage needs of the Commission for this facility; evaluate various layouts for the salt storage and equipment storage buildings on the site described above; and evaluated different building types, sizes, configurations, and any associated permitting requirements. A Space Utilization Program was prepared by FPA and a minimum of three conceptual improvement alternatives were identified for the facility. Each alternative encompassed the necessary new buildings, building additions, and renovations of the existing buildings based on the required net usable square footage to support the current and anticipated operations functions such as: equipment and vehicle storage, regular maintenance and operations activities, restrooms, mechanical, electrical, plumbing, and life safety systems. Additionally, the Concept Study Report includes a repair scenario for the Delaware Water Gap’s Main River Bridge’s highway electrical feeder system, existing facility hydronic hot water boiler and its associated pumps’ replacement, repairs to the Oak Street Bridge Overpass and for new fuel management systems at the Commission’s Easton-Phillipsburg Toll Bridge Facility (EPTB), the Portland-Columbia Toll Bridge Facility (PCTB) and the Milford-Montague Toll Bridge Facility (MMTB).

Under Contract No. C-794A the Consultant will take all the elements contained within the Concept Study Report and move them through Schematic, Design Development and Final Construction Documents design phases as well as Post Design during the Construction phase.

The Concept Study Report identified the following major elements to be included in this project’s new Salt Storage Building as follow:

- An approximate 2,000-ton salt storage building.
- Overhangs on the two (2) sides of the building with concrete flooring for storage of materials that don't necessarily need to be indoors but should be out of the weather. The overhangs should be for the full length of the salt storage building.
- The power system is to be located under one of the overhang portions of the building and not inside for the salt to deteriorate the electric breaker panel.
- A 20' section of one of the overhang areas is to be boxed in with a man-door to accommodate the maintenance roadway signage.
- Building should be located to allow access to both sides and back with a loader, pickup truck, etc. and for salt delivery via a WB-40 Interstate Semi-Trailer.
- The building should have a power roll-up door, similar to the salt storage buildings at all the other Commission maintenance facilities.

The Concept Study Report identified the following major elements to be included in the new Equipment Storage Building as follows:

- Building approximately 8,400 SF +/- (100' long x 84' wide) which should be deep enough to house two (2) tandem trucks, end to end, with plows. A measured length is approximately 35 feet, end to end. A Mack with a TMA is approximately 41 feet, end to end. And be wide enough for two (2) double-wide doors and at least one (1) man-door.
- The building to have pallet racks on the interior sides, for weather sensitive palleted products.
- The building will also be storing a loader, backhoe, cone truck, and crash truck for quick response.
- It should be noted that deliveries made by a WB-40 Interstate Semi-Trailer will also likely need to be dropped at this location.
- Heat for the building will be necessary since the building will be used for winter operations. Radiant floor heating coupled with energy recovery units will be warranted supported by air handling units as deemed necessary.
- A code compliant unisex restroom is needed so that maintenance staff don't have to travel back to the main maintenance building to use the facilities there.
- Public water and sewer shall be provided to the facility to support water coolers, hose bibs, restroom, etc., as deemed necessary.
- Exterior power posts will be required to plug in equipment when needed (engine block heaters, solar arrow board overrides due to lack of sun, etc.).
- An electric charging station shall be provided.
- A small break room with tables, chairs, counter tops, refrigerator, etc.
- Secured Access Control System of the grounds and of the building to be provided throughout.

Additional equipment and site needs for the Equipment Storage Building and buildings' site are as follows.

- Air compressor capabilities to be located inside the new building for frost protection.
- Epoxy floor coating similar to the floor system installed at other DRJTBC maintenance garages.
- Ceiling-drop power reels and air reels for battery tenders, etc., similar to the other maintenance garages.
- The entire site area to be fenced in with remote gate access.
- Security cameras, exterior lighting, signage, landscaping and a paved parking area for personal vehicles.

- A Diesel Only Fuel Management system
- Work benches/tables as needed.
- An MEP Room and an IT Room as well as other building support spaces shall be provided.
- Emergency power distribution shall be provided to support the entire normal power distribution system serving the new building.
- A 5,000-gallon Magnesium Chloride Tank system.
- A minimum of 1,500 gallons brine-maker system with a 5,000-gallon brine tank.
- Inclusion of Solar Energy at the new buildings site

The Space Utilization Program Study for the DWG TB Facility site included but was not limited to the following, all of which are detailed in the Concept Study Report and are included in this project.

- Construction of a Bridge Monitor Office within the Administration Building by way of converting an existing conference room which requires interior renovations and upgrades to fulfill the needs of a Bridge Monitoring Office. Additional modifications within the Administration Building noted are also to be included.
- Review of the existing fuel tank conditions at the DWG TB facility as related to current codes, age, capacity, functionality, etc. along with recommendations for necessary improvements and or additions. Existing fuel tanks to be replaced at a new location at the rear of the Administration Building with Delaware Avenue roadway access upgraded and a new diesel fuel only management system added at the new salt storage and equipment storage buildings site.
- A Fuel Management System shall be integrated with the Commission's current Gasboy Fuel/Fleet Management System for not only the DWG TB Facility as mentioned in the above bulleted item, but also for the Diesel Only at the new buildings' site, as well as the new fueling stations at Easton-Phillipsburg, Portland-Columbia and Milford-Montague Toll Bridge Facilities.
- All the new fueling stations to include island canopy and Fuel Dispensing Pumps for gasoline and or diesel. Additionally, all of the existing fueling tanks at these locations are to be fully decommissioned and removed once the new systems are in operation and the respective sites restored.
- Investigation of extending public water, electric, natural gas, and sewer utilities from the south side of Route I-80 to the north side of Route I-80 for servicing the new Salt Storage and Equipment Storage Buildings. The determination is to run all utilities required for the new buildings through the existing toll tunnel and in doing so tie the sewer from the old ticket sales office (presently the bridge monitoring building) into this new sewer system and decommission and remove the old ticket office's present leach field. Handling of the new buildings' site stormwater management will also need to be addressed as part of this Contract's design.
- Required work on the Oak Street Bridge overpass (owned by PennDOT) and the on/off ramps is contained within the Concept Study Report. All of the recommended repairs for the bridge including the milling and paving of the aforementioned ramps and guiderail work associated with the new parapets are to be included within this project.
- Required Electronic Security System upgrades for the facility including ESS for the new buildings and buildings site.
- Replacement of both of the gate accesses presently on the Oak Street On/Off Ramps with control to the Commission's Control Center.

- Upgrades to the electrical feeders of the existing highway lighting on the DWG Main River Bridge.
- A tire changer machine and tire balancer as well as any additional lifts to be placed in the existing maintenance building.

Furthermore, and subsequently, the Commission identified additional elements to be included in this Project and as summarized below.

- Site-wide lightning protection system UL Master Label Certified for the new buildings site.
- New paging system to be installed at the new building site.
- New dumpsters as well as other maintenance facility building support items.
- Minor building systems' modification, if any, to support the above referenced space re-configurations.
- Replacement of the Administration Building's Hydronic Hot Water Boiler and its associated controls, valves and circulating pumps and review of the existing air ducts for proper air circulation.
- Deck cleaning and sealing of the Delaware River Bridge structures and the bridge's sidewalk.
- Pavement restriping of the Commission's entire I-80 jurisdiction, including the on/off ramps to/from the Oak Street Bridge.

The Concept Study Report, Final Revised February 13, 2026, for this facility is available for review and covers the majority of the above listed Commission's needs as identified at that time and will serve the Consultant as the basis for them to move forward into the Preliminary and Final Design and Post Design Services stages of this Contract. The conceptual plans contained within the Concept Study Report are being provided for reference purposes only and it is the Consultant's responsibility to update and revise as part of TASK II A below.

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

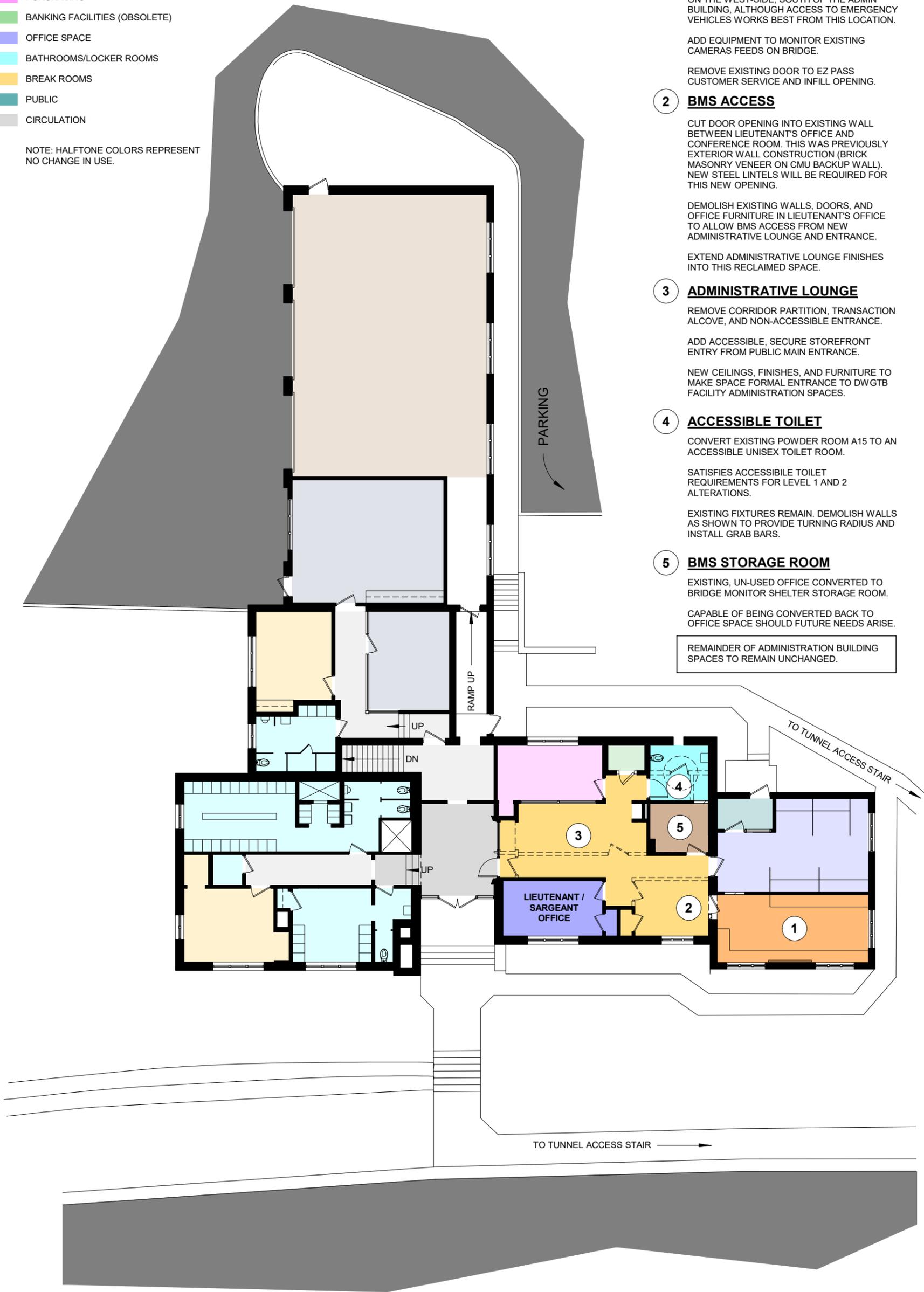
The following ten (10) pages are from the Final Concept Study Report and included herein to provide a general understanding of the needs of this project.

APPENDIX A.i Existing Administrative Building Renovation - Initial Preferred Option

USE LEGEND

- STORAGE FACILITIES
- MAINTENANCE FACILITIES
- PURCHASING
- BANKING FACILITIES (OBSOLETE)
- OFFICE SPACE
- BATHROOMS/LOCKER ROOMS
- BREAK ROOMS
- PUBLIC
- CIRCULATION

NOTE: HALFTONE COLORS REPRESENT NO CHANGE IN USE.



1 BRIDGE MONITOR SHELTER

CONVERT EXISTING CONFERENCE ROOM TO BRIDGE MONITOR SHELTER STATION.

VISIBILITY OF BRIDGE OBSTRUCTED BY TREES ON THE WEST-SIDE, SOUTH OF THE ADMIN BUILDING, ALTHOUGH ACCESS TO EMERGENCY VEHICLES WORKS BEST FROM THIS LOCATION.

ADD EQUIPMENT TO MONITOR EXISTING CAMERAS FEEDS ON BRIDGE.

REMOVE EXISTING DOOR TO EZ PASS CUSTOMER SERVICE AND INFILL OPENING.

2 BMS ACCESS

CUT DOOR OPENING INTO EXISTING WALL BETWEEN LIEUTENANT'S OFFICE AND CONFERENCE ROOM. THIS WAS PREVIOUSLY EXTERIOR WALL CONSTRUCTION (BRICK MASONRY VENEER ON CMU BACKUP WALL). NEW STEEL LINTELS WILL BE REQUIRED FOR THIS NEW OPENING.

DEMOLISH EXISTING WALLS, DOORS, AND OFFICE FURNITURE IN LIEUTENANT'S OFFICE TO ALLOW BMS ACCESS FROM NEW ADMINISTRATIVE LOUNGE AND ENTRANCE.

EXTEND ADMINISTRATIVE LOUNGE FINISHES INTO THIS RECLAIMED SPACE.

3 ADMINISTRATIVE LOUNGE

REMOVE CORRIDOR PARTITION, TRANSACTION ALCOVE, AND NON-ACCESSIBLE ENTRANCE.

ADD ACCESSIBLE, SECURE STOREFRONT ENTRY FROM PUBLIC MAIN ENTRANCE.

NEW CEILINGS, FINISHES, AND FURNITURE TO MAKE SPACE FORMAL ENTRANCE TO DWGTB FACILITY ADMINISTRATION SPACES.

4 ACCESSIBLE TOILET

CONVERT EXISTING POWDER ROOM A15 TO AN ACCESSIBLE UNISEX TOILET ROOM.

SATISFIES ACCESSIBLE TOILET REQUIREMENTS FOR LEVEL 1 AND 2 ALTERATIONS.

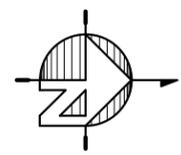
EXISTING FIXTURES REMAIN. DEMOLISH WALLS AS SHOWN TO PROVIDE TURNING RADIUS AND INSTALL GRAB BARS.

5 BMS STORAGE ROOM

EXISTING, UN-USED OFFICE CONVERTED TO BRIDGE MONITOR SHELTER STORAGE ROOM.

CAPABLE OF BEING CONVERTED BACK TO OFFICE SPACE SHOULD FUTURE NEEDS ARISE.

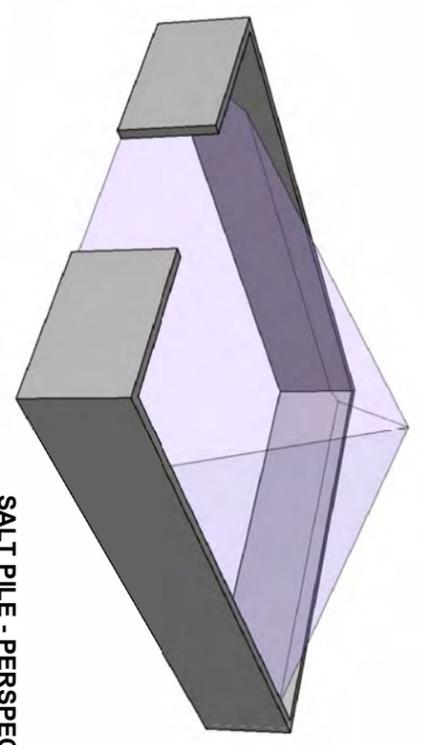
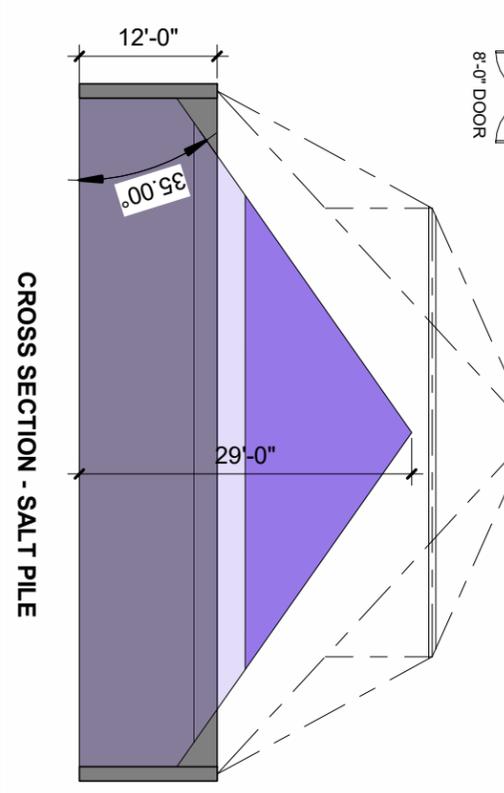
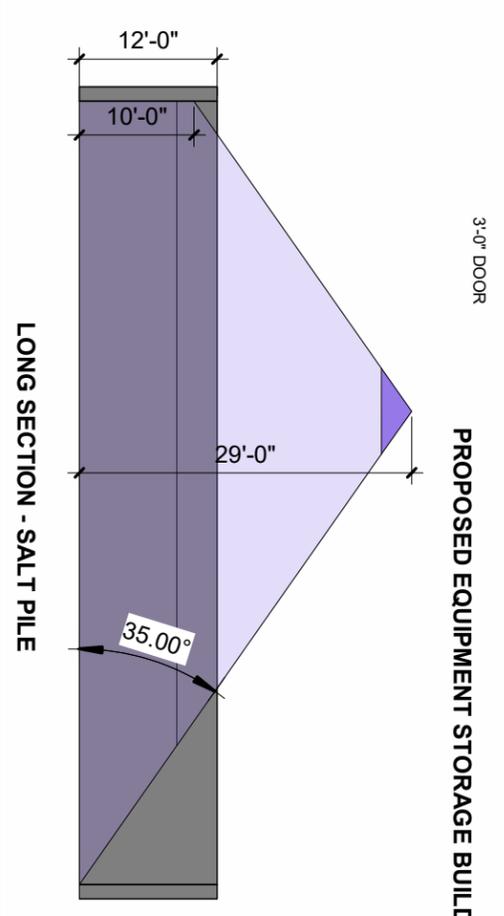
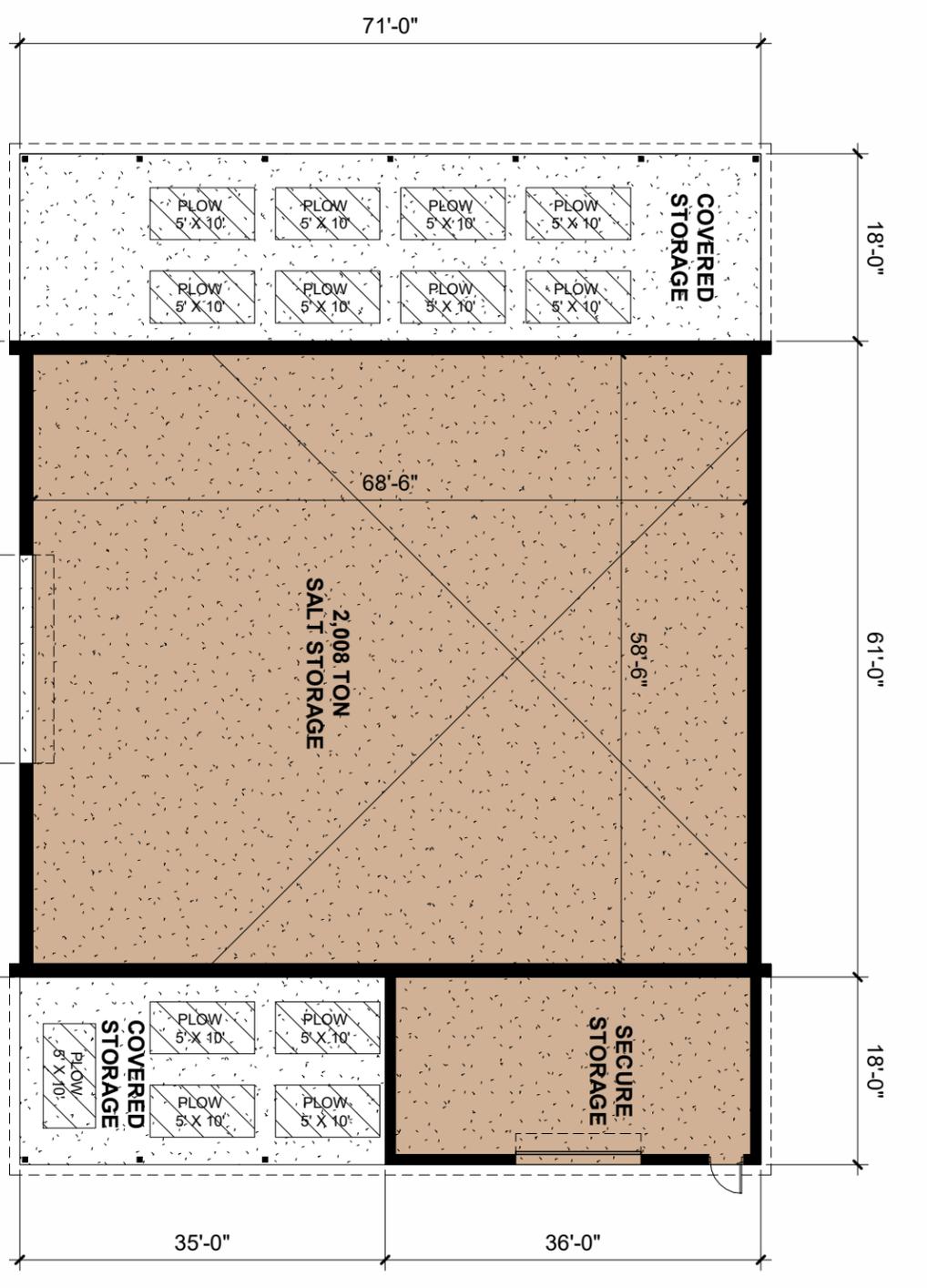
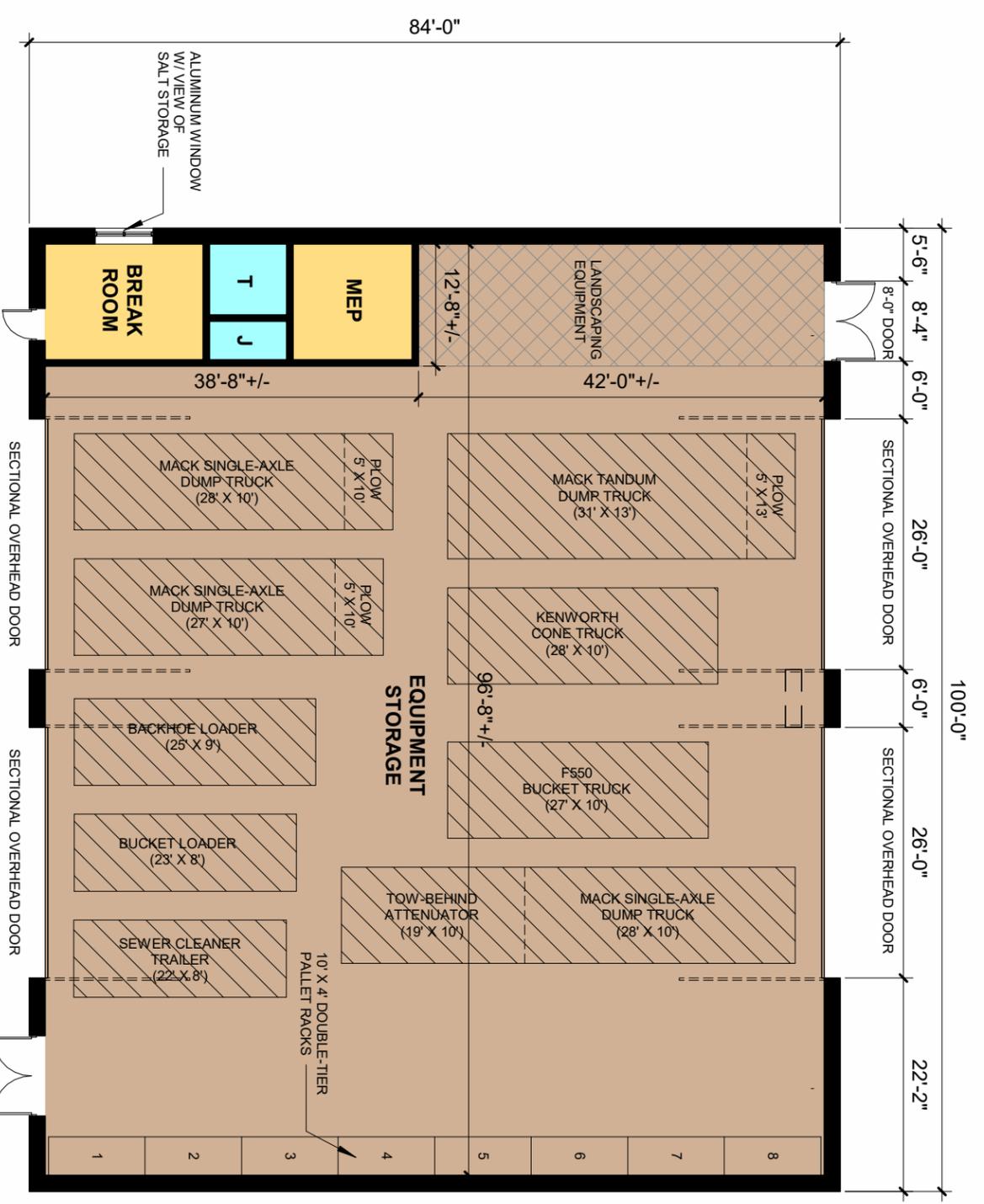
REMAINDER OF ADMINISTRATION BUILDING SPACES TO REMAIN UNCHANGED.



ADMIN - INITIAL PREFERRED OPTION

SCALE: 1/16" = 1'-0"





SALT PILE - PERSPECTIVE

LONG SECTION - SALT PILE

CROSS SECTION - SALT PILE

PROPOSED EQUIPMENT STORAGE BUILDING

PROPOSED SALT STORAGE BUILDING

DELAWARE WATER GAP TOLL BRIDGE FACILITY - SPACE UTILIZATION REPORT



DELaware RIVER JOINT TOLL BRIDGE COMMISSION
SEPTEMBER 29, 2025

INITIAL PREFERRED OPTION - NEW BUILDINGS

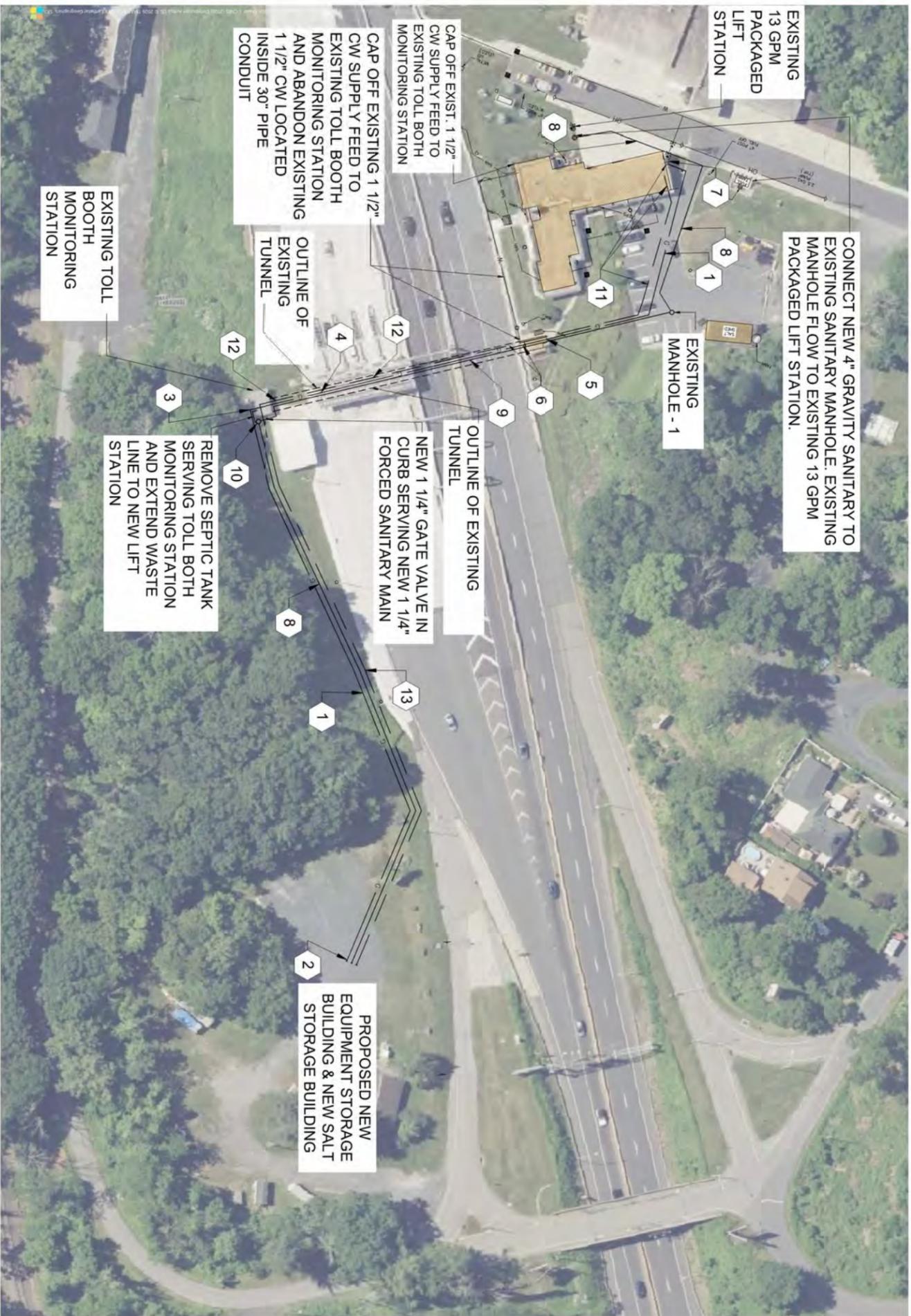






APPENDIX A.v Site Utility for New Building - Initial Preferred Option

\\FILE\DOCS\19K\19700\19740 - DRUTBC CONTRACT C-771A\19740.008 - DWG TB SPACE UTILIZATION PROGRAM STUDY\CADD\DWG\MEP DWG\19740.008 - DWG UTILITY PLAN VADWG (24x36 (2))



SITE UTILITY FOR NEW BUILDING - INITIAL PREFERRED OPTION
SCALE: 1:50

KEY NOTES

- 1 NEW UNDERGROUND GAS LINE 36" BELOW GRADE (POLYETHYLENE SDR 11 PLASTIC)
- 2 NEW GAS LINE ABOVE GRADE WITH PLASTIC TO STEEL TRANSITION AND PENETRATE WALL ABOVE GRADE WITH SHUT OFF VALVE 24" ABOVE GRADE FOR CONNECTION TO NEW FACILITY.
- 3 NEW GAS LINE ABOVE GRADE WITH PLASTIC TO STEEL TRANSITION AND PENETRATE WALL ABOVE GRADE.
- 4 NEW SCHED 40 STEEL GAS LINE. ROUTE CLOSE TO CEILING OF TUNNEL. COORDINATE WITH EXISTING PIPING AND CONDUITS.
- 5 NEW GAS LINE ABOVE GRADE WITH PLASTIC TO STEEL TRANSITION AND PENETRATE WALL ABOVE GRADE INTO EXISTING DUMBWATER SPACE
- 6 TOTAL LENGTH OF NEW GAS AND DOMESTIC WATER FROM EXIST. METER LOCATED AT EXISTING ADMINISTRATION BLDG TO NEW EQUIPMENT STORAGE AND SLAT STORAGE BLDG. APPROX. 1000'-0"
- 7 CONSTRUCT NEW GAS HEADER AND RECONNECT TO EXIST. GAS LINE AT EXISTING ADMINISTRATION BLDG. PROVIDE NEW REGULATOR ON EXIST. GAS LINE WITH PRESSURE TO MATCH EXISTING CONDITIONS. DROP BELOW GRADE WITH STEEL TO PLASTIC TRANSITION. COORDINATE WITH UGI GAS UTILITY TO REPLACE EXISTING METER WITH NEW UPGRADED METER & INCREASE GAS DELIVERY PRESSURE TO 2 PSI.
- 8 NEW 4" GRAVITY SANITARY LINE. PROVIDE CLEAN-OUT MAX 75'-0" O.C.
- 9 NEW 1 1/4" FORCE SANITARY MAIN AT TUNNEL CEILING FROM NEW LIFT STATION TO EXISTING MANHOLE 1 LOCATED IN PARKING LOT NEAR EXISTING ADMINISTRATION BLDG.
- 10 NEW PACKAGED LIFT STATION WITH 10 GPM TWO (2) 1 HP PUMPS LOCATED OUTSIDE EXISTING TOLL BOOTH MONITORING STATION. PROVIDE 1 1/4" GATE VALVE IN CURB BOX. CONNECT NEW 4" GRAVITY SANITARY LINE FROM NEW SITE TO NEW PACKAGED 10 GPM LIFT STATION.
- 11 EXIST. 3" DOMESTIC WATER SERVICE LOCATED INSIDE EXISTING ADMINISTRATION BLDG. CONNECT NEW 2" DOMESTIC CW TO EXIST. 3" DOMESTIC CW AT CEILING INSIDE EXISTING ADMINISTRATION GARAGE. ROUTE NEW 2" DOMESTIC CW (TYPE K COPPER) 48" BELOW GRADE FROM EXISTING ADMIN. BLDG TO EXISTING TUNNEL.
- 12 REMOVE EXISTING 1 1/2" CW & REPLACE WITH NEW 2" DOMESTIC CW IN SAME LOCATION (REPLACE DUE TO AGE OF EXIST. PIPING) IN EXISTING TUNNEL. RECONNECT NEW DOMESTIC CW TO EXISTING PIPING INSIDE TOOL BOOTH MONITORING STATION & EXTEND THRU WALL TO NEW SITE FACILITY.
- 13 NEW 2" DOMESTIC CW (TYPE K COPPER, 48" BELOW GRADE) TO PROPOSED NEW EQUIPMENT STORAGE AND SLAT STORAGE SITE.

 <p>FRENCH & PARRELLI ASSOCIATES New Jersey • New York • Pennsylvania • Georgia 1400 Rte 38, Suite 101 York, PA 17403-6900 717-331-6900 FPA@fpaassoc.com</p>		<p>DELAWARE WATER TOLL BRIDGE NEW FACILITY UTILITY PLAN INITIAL PREFERRED OPTION BOROUGH OF DELAWARE WATER GAP MONROE COUNTY, PENNSYLVANIA</p>	
<p>NOT FOR CONSTRUCTION AMINI H. GOMAA, PE PROFESSIONAL ENGINEER, NJ LIC. NO. 34025442100</p>		<p>SCALE: 1:50 DATE: 08/15/2025 PROJECT NUMBER: 19740.008</p>	

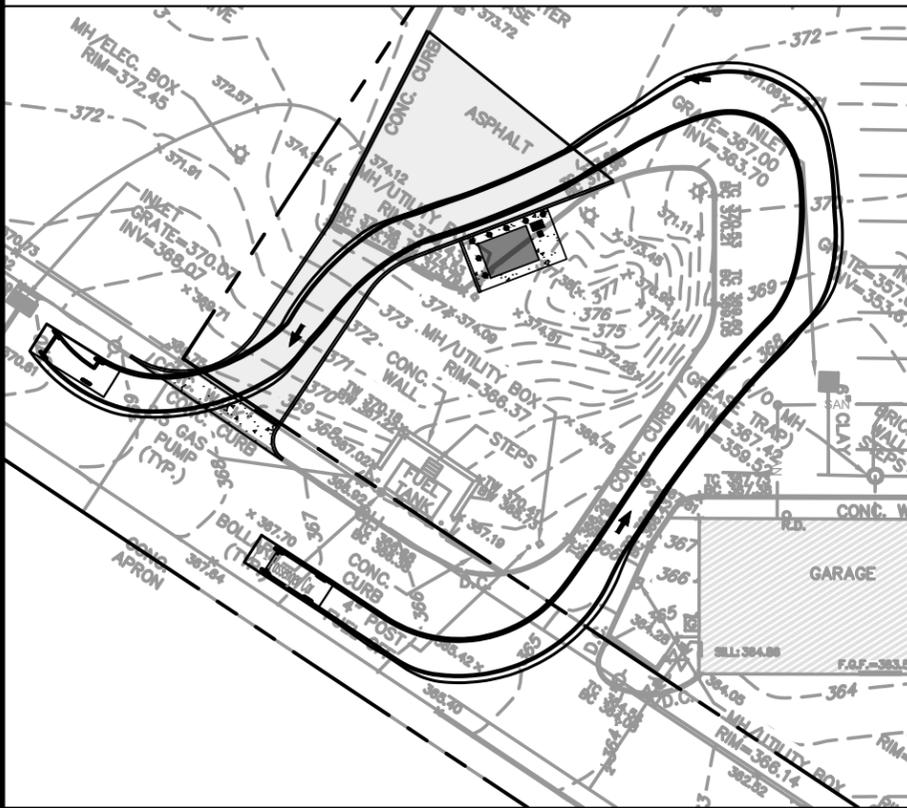
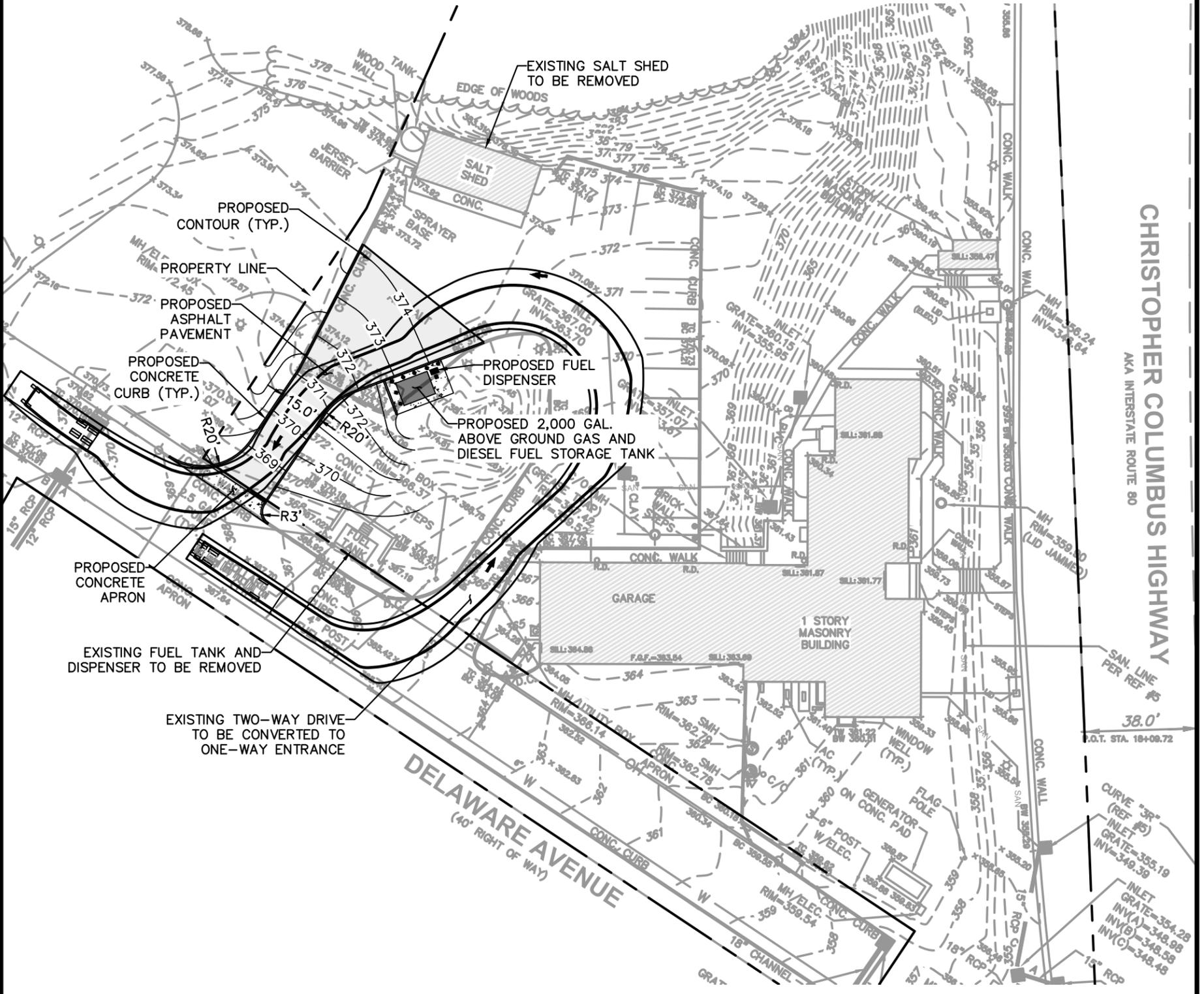
APPENDIX A.vi Fuel Management System location layouts - Initial Preferred Option

LEGEND

- PROPERTY LINE
- - - SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- ▨ PROPOSED BUILDING
- ▨ PROPOSED PAVEMENT
- ▨ PROPOSED CONCRETE

NOTES:

- THIS PLAN REFERENCES A BOUNDARY AND TOPOGRAPHIC SURVEY ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR TAX ID NO. 04-2-2-11, 04-2-2-10, 04-2-2-14, 04-2-2-15 SITUATED IN THE BOROUGH OF DELAWARE WATER GAP, MONROE COUNTY, PENNSYLVANIA" PREPARED BY FRENCH & PARRELLO ASSOCIATES, DATED MARCH 4, 2025.



Vehicle	Overall Length	Overall Width	Overall Body Height	Min Ground Clear.	Track Width	Lock-to-Lock Time	Max Steering Angle
PASSENGER CAR	19.00 FT	7.00 FT	4.30 FT	1.115 FT	6.00 FT	4.00 S	31.60°
MACK TANDEM DUMP TRUCK	33.30 FT	10.00 FT	13.22 FT	1.684 FT	6.90 FT	1.00 S	40.00 FT

CONCEPTUAL SITE PLAN
INITIAL PREFERRED OPTION

PREPARED FOR
DELAWARE WATER GAP TOLL BRIDGE
 TAX ID NO. 04-2-2-11, 04-2-2-10, 04-2-2-14, 04-2-2-15
 SITUATED IN THE
BOROUGH OF DELAWARE WATER GAP
MONROE COUNTY, PENNSYLVANIA

DATE: 9/23/25	DESIGNED BY: AND	SCALE: 1" = 40'	PROJECT NUMBER: 19740.008
DRAWN BY: AND	CHECKED BY: CRN	FIELD BOOK	SHEET: 1

PASSENGER CAR CIRCULATION
 SCALE: 1" = 40'

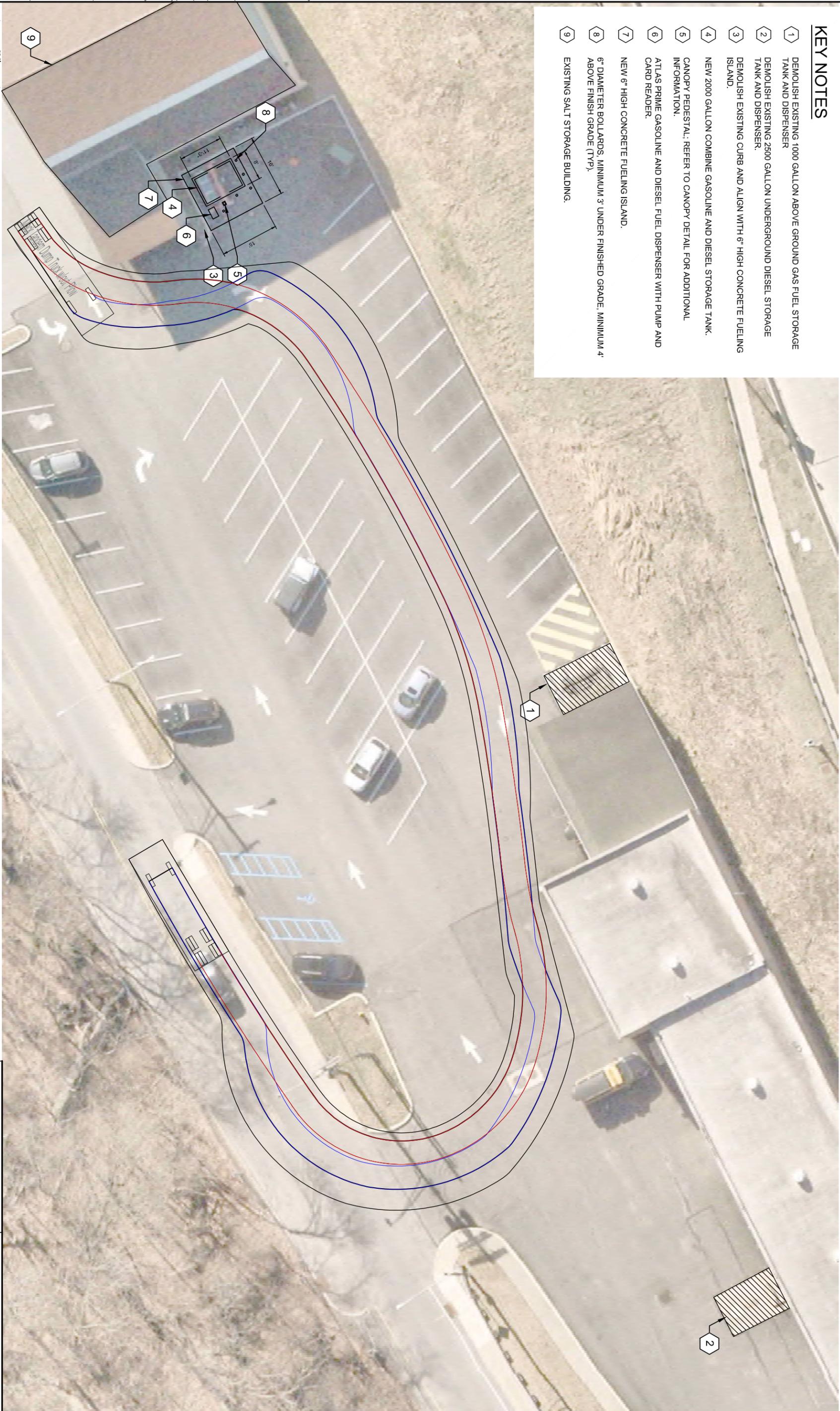
\\file1\docs\19k\19700\19740 - DRJTBC CONTRACT C-771A\19740.008 - DWG TB Space Utilization Program Study\CADD\DWG\Concept Plan\11x17\19740.008 SP.dwg Admin Bldg

APPENDIX A.vi Fuel Management System location layouts - Initial Preferred Option

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KEY NOTES

- 1 DEMOLISH EXISTING 1000 GALLON ABOVE GROUND GAS FUEL STORAGE TANK AND DISPENSER
- 2 DEMOLISH EXISTING 2500 GALLON UNDERGROUND DIESEL STORAGE TANK AND DISPENSER.
- 3 DEMOLISH EXISTING CURB AND ALIGN WITH 6" HIGH CONCRETE FUELING ISLAND.
- 4 NEW 2000 GALLON COMBINE GASOLINE AND DIESEL STORAGE TANK.
- 5 CANOPY PEDESTAL. REFER TO CANOPY DETAIL FOR ADDITIONAL INFORMATION.
- 6 ATLAS PRIME GASOLINE AND DIESEL FUEL DISPENSER WITH PUMP AND CARD READER.
- 7 NEW 6" HIGH CONCRETE FUELING ISLAND.
- 8 6" DIAMETER BOLLARDS, MINIMUM 3' UNDER FINISHED GRADE, MINIMUM 4' ABOVE FINISH GRADE (TYP).
- 9 EXISTING SALT STORAGE BUILDING.



EASTON PHILIPSBURG TOLL BRIDGE - INITIAL PREFERRED OPTION
SCALE: 3/64" = 1' 0"

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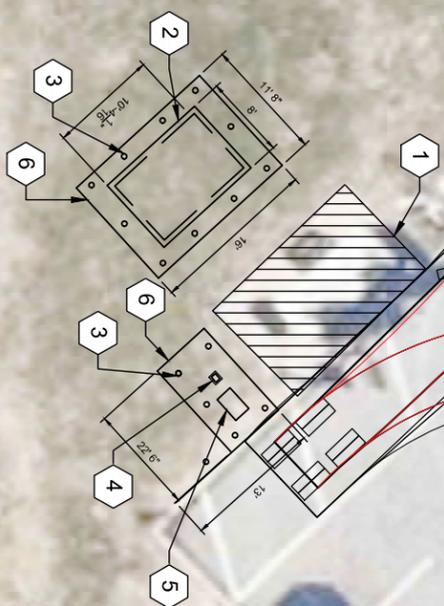
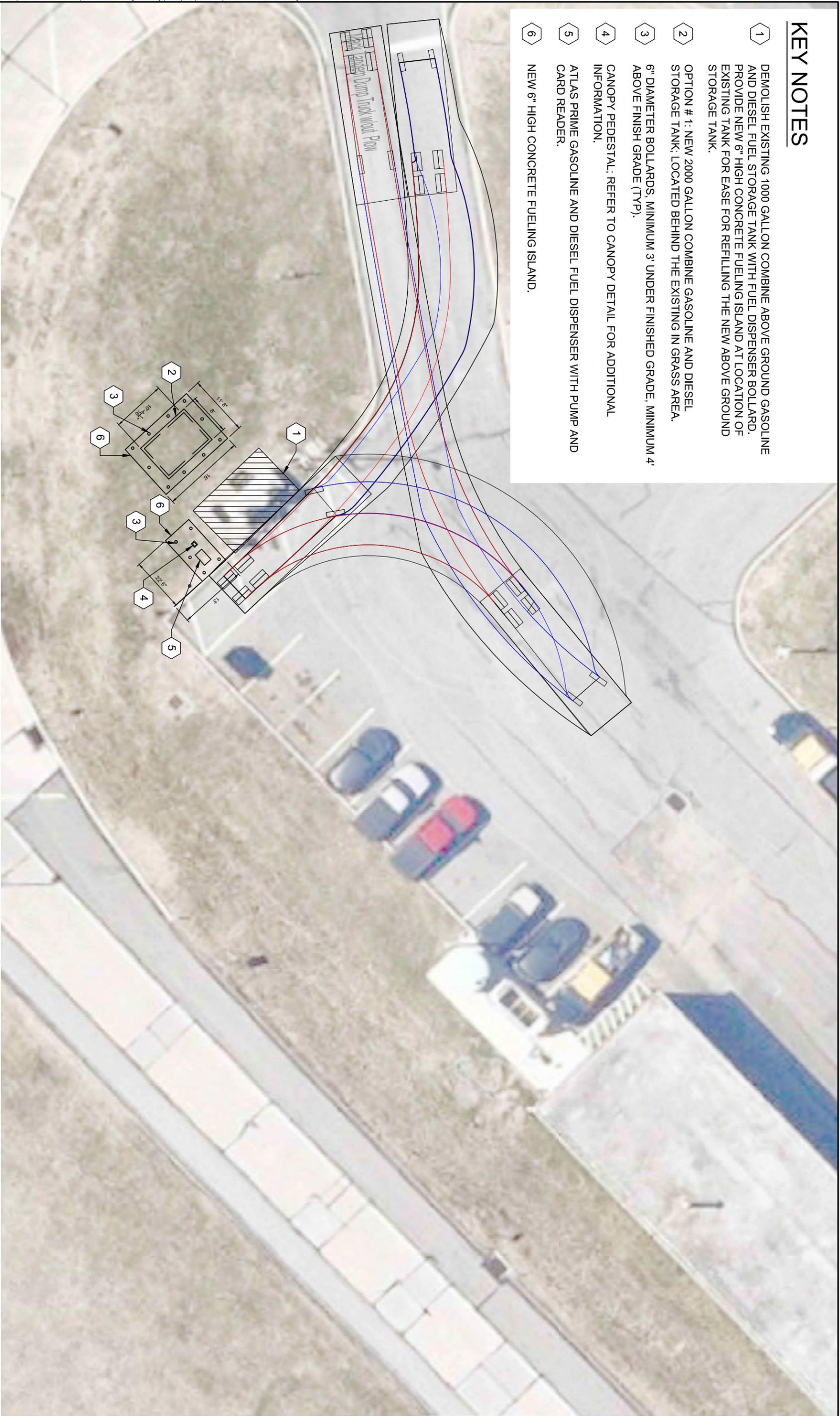
NOT FOR CONSTRUCTION
 AMIN H. GOMAA, PE
 PROFESSIONAL ENGINEER, NJ LIC. NO. 24680442100

EASTON PHILIPSBURG TOLL BRIDGE FUEL MANAGEMENT SYSTEM LAYOUT INITIAL PREFERRED OPTION		SITUATED IN THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION, 76 BROAD ST, PHILIPSBURG, NJ 08865	
DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER:
8/7/25	AND		19740.008
DRAWN BY:	CHECKED BY:	FIELD BOOK:	SHEETS:
AND	CEN		

APPENDIX A.vi Fuel Management System location layouts - Initial Preferred Option

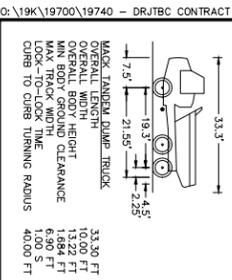
KEY NOTES

- 1 DEMOLISH EXISTING 1000 GALLON COMBINE ABOVE GROUND GASOLINE AND DIESEL FUEL STORAGE TANK WITH FUEL DISPENSER BOLLARD. PROVIDE NEW 6" HIGH CONCRETE FUELING ISLAND AT LOCATION OF EXISTING TANK FOR EASE FOR REFILLING THE NEW ABOVE GROUND STORAGE TANK.
- 2 OPTION # 1: NEW 2000 GALLON COMBINE GASOLINE AND DIESEL STORAGE TANK: LOCATED BEHIND THE EXISTING IN GRASS AREA.
- 3 6" DIAMETER BOLLARDS, MINIMUM 3' UNDER FINISHED GRADE, MINIMUM 4' ABOVE FINISH GRADE (TYP).
- 4 CANOPY PEDESTAL: REFER TO CANOPY DETAIL FOR ADDITIONAL INFORMATION.
- 5 ATLAS PRIME GASOLINE AND DIESEL FUEL DISPENSER WITH PUMP AND CARD READER.
- 6 NEW 6" HIGH CONCRETE FUELING ISLAND.



PORTLAND COLUMBIA TOLL BRIDGE- INITIAL PREFERRED OPTION
SCALE: 1/16" = 1' 0"

OVERALL LENGTH	33.3' FT
OVERALL WIDTH	13.5' FT
OVERALL BODY HEIGHT	13.22' FT
MIN. BODY GROUND CLEARANCE	1.684' FT
LOCK-TO-LOCK TIME	1.00 S
CURB TO CURB TURNING RADIUS	40.00' FT



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AMIN H. GOMAA, PE
PROFESSIONAL ENGINEER, NJ LIC. No. 24680442100

**PORTLAND COLUMBIA TOLL BRIDGE
FUEL MANAGEMENT SYSTEM LAYOUT
INITIAL PREFERRED OPTION**

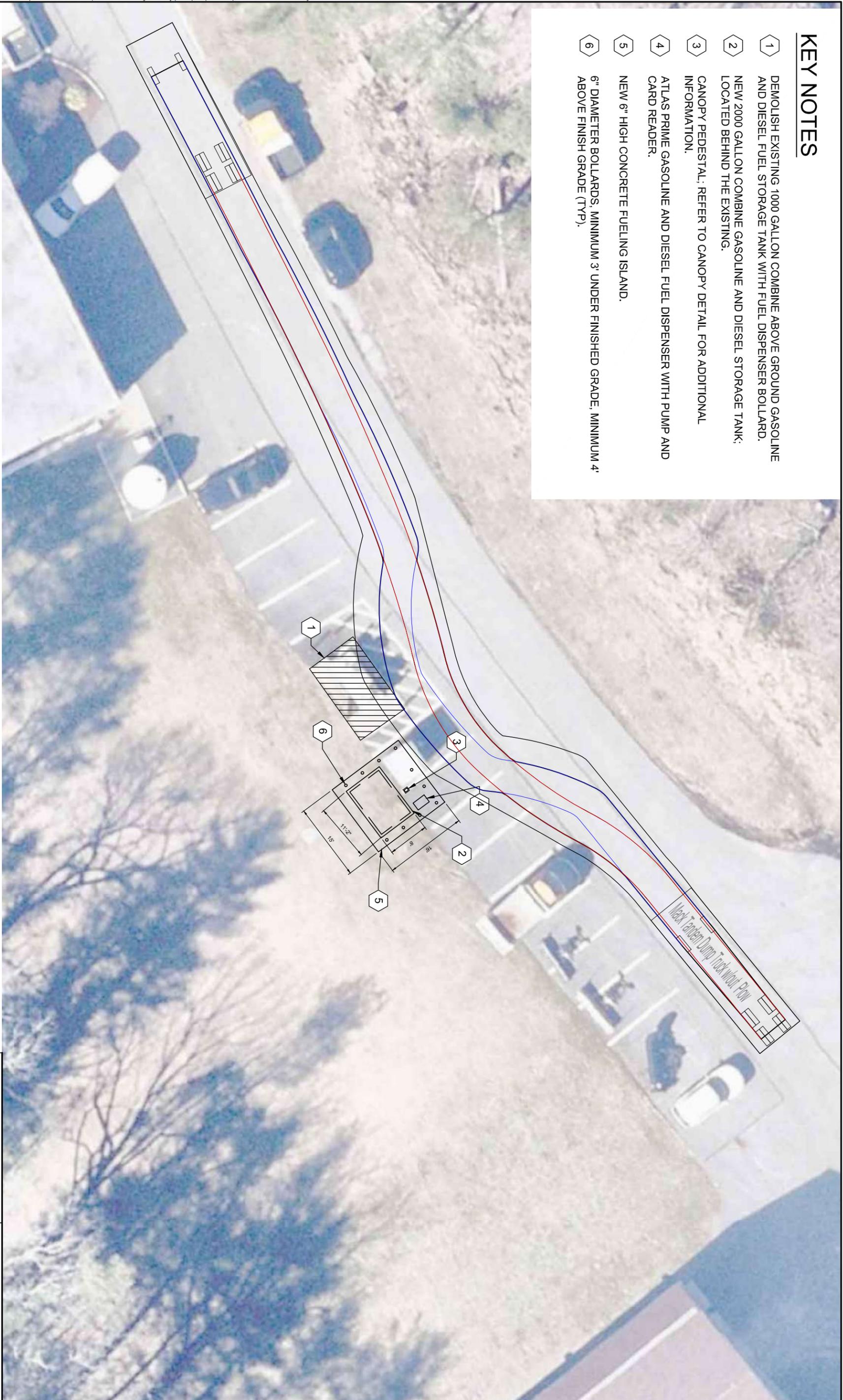
STUDIED IN THE
**BOROUGH OF PORTLAND WATER GAP
NORTHAMPTON COUNTY, PENNSYLVANIA**

DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER:
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KEY NOTES

- 1 DEMOLISH EXISTING 1000 GALLON COMBINE ABOVE GROUND GASOLINE AND DIESEL FUEL STORAGE TANK WITH FUEL DISPENSER BOLLARD.
- 2 NEW 2000 GALLON COMBINE GASOLINE AND DIESEL STORAGE TANK; LOCATED BEHIND THE EXISTING.
- 3 CANOPY PEDESTAL; REFER TO CANOPY DETAIL FOR ADDITIONAL INFORMATION.
- 4 ATLAS PRIME GASOLINE AND DIESEL FUEL DISPENSER WITH PUMP AND CARD READER.
- 5 NEW 6" HIGH CONCRETE FUELING ISLAND.
- 6 6" DIAMETER BOLLARDS, MINIMUM 3' UNDER FINISHED GRADE, MINIMUM 4' ABOVE FINISH GRADE (TYP).



MILLFORD MONTAGUE TOLL BRIDGE- INITIAL PREFERRED OPTION
 SCALE: 1/16" = 1' 0"

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AMIN H. GOMAA, PE
 PROFESSIONAL ENGINEER, NJ LIC. No. 24689442100

**MILLFORD MONTAGUE TOLL BRIDGE
 FUEL MANAGEMENT SYSTEM LAYOUT
 INITIAL PREFERRED OPTION**

SITUATED IN THE
**BOROUGH OF MILLFORD WATER GAP
 PIKE COUNTY, PENNSYLVANIA**

DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER:
8/7/25	AND		19740.008
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SCOPE OF SERVICES

- The Commission provides the following Scope of Services comprised of three (3) parts including:
- Part I – General Activities of the Consultant
- Part II – Preliminary and Final Design Services
- Part III – Post Design Services

All work must comply with the terms and conditions of the Commission's NJPDES Permit Number NJG0153052 - Authorization to Discharge (Authorization) as a R12 - Highway Agency Storm Water General Permit. Unless specified otherwise, all work shall be in accordance with:

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

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

- Part I - General Activities of the Consultant

Task A. Project Management

a) Manage the Project

The Consultant's Project Manager will be responsible for the overall coordination of the project work tasks ensuring that the contract work remains on schedule and within budget. The Project Manager will be the point of contact for the Commission. The Project Manager will coordinate all sub-consultants 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 coordination meetings, 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. 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 sub-consultants
- Conduct project kick-off meeting
- Serve as the single point of contact for project communication
- Represent the Commission at all external meetings
- Coordinate project issues with outside agencies
- Schedule project development activities
- Review deliverables for quality and assure compliance with Consultant's Project Specific Quality Assurance Plan (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 submitted within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PENNDOT and/or NJDOT procedures
- Fully document all project related issues
- The Project Manager shall develop and maintain the project schedule. It is anticipated that this schedule will be refined as needed and presented at the monthly status meetings. The Consultant will be required to present recommended adjustments and implement changes, as approved, in order to meet the overall schedule, within the scope of work, at no additional cost to the Commission. Adjustments may include, as necessary, re-allocation of staffing levels, modifications to design approach, and/or adjustments to details to increase anticipated rate of construction.

Task B. Project Specific Quality Assurance Plan

Within thirty (30) calendar days of the Notice of Award and Limited Notice-to-Proceed, the Consultant will prepare and submit an electronic copy of a Project Specific Quality Assurance Plan (PSQAP) to the Commission for review and acceptance. The Consultant's PSQAP will provide a written description of the intended actions to verify delivery of a high-quality product to the Commission. Within the text of the Proposal the Consultant shall provide a discussion of the

elements and contents that are important for inclusion in the PSQAP. This discussion shall include the approach for the development of the PSQAP and the Consultant's commitment to the use of the PSQAP.

Task C. Coordination and Meetings

The Consultant will be required to arrange, conduct, manage and prepare minutes for the meetings required to successfully execute the project tasks. The Consultant will prepare and submit a meeting agenda a minimum of two (2) working days in advance of each meeting and submit draft meeting minutes for the Commission's review within two (2) working days of each meeting with meeting minutes officially distributed by the Consultant to all meeting attendees within five (5) working days of each meeting.

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 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, as required.

The Consultant is required to obtain all applicable permits for the proposed work and to coordinate with agencies as necessary. A list of anticipated applicable permits shall be submitted with the Design Criteria Report and also the Preliminary Design Submission. The Consultant shall be responsible for application and permit fees and shall include, for the purposes of this Proposal, \$2,000 as a direct expense in their fee proposal. The goal of the project is to have the required permits approved by the end of the Final Design phase for each package being developed in this project and prior to bidding each package.

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:

- Pennsylvania Department of Transportation (PENNDOT)
- Municipal Water Authority
- Municipal Sewer Authority
- Met Ed Electric & Gas

- Comcast / Verizon Telecommunication
- Borough of Delaware Water Gap
- Monroe County Conservation District
- Pennsylvania Department of Environmental Protection (PADEP)
- New Jersey Department of Transportation (NJDOT)
- New Jersey Department of Environmental Protection (NJDEP)
- Pennsylvania and New Jersey emergency services providers
- Pennsylvania State Police
- New Jersey State Police
- TransCore (Commission's In-Lane Toll System Maintenance Vendor)

Task D. Project Research and Mapping

a) Document Research

The Consultant shall research the Commission's files for all plan and report information relevant to this project. The Commission's existing materials will be made available to the Consultant for inspection and review, by appointment only. Consultants interested in reviewing existing material should contact the Commission's Project Manager to schedule this appointment. In addition, the Consultant shall obtain, as appropriate, information from outside agencies and resources. Documents and information purchased through this contract are the property of the Commission and shall be provided to the Commission upon completion of the project.

b) Project Mapping

The Consultant will be required to prepare topography and base mapping for the preparation of construction plans and details, at appropriate scales, and compatible with the latest version of MicroStation format. The Consultant shall utilize the available record information and plans from the I-80 Open Road Tolling (ORT Lanes Design) project and also FPA's TOA Contract C-771A-8 supplemented with field survey as required. Base mapping will be required to include establishing necessary horizontal and vertical control for the design and construction of the project and depict right-of-way lines and Commission's jurisdiction. The CADD files for the available mapping will be made available to the Consultant after award of this Contract. This mapping may need to be updated by the Consultant, as necessary, to reflect current conditions. The Consultant shall prepare the base map early on; however, the Consultant shall include supplemental survey as required to complete the scope of work. Consultants are encouraged to make arrangements with the Commission's Project Manager to review the mapping files that the Commission has in its possession.

The Consultant shall perform field survey to re-establish any missing horizontal and vertical controls for the design and construction of the project. Off-site runoff contributing to Commission-owned drainage systems must be identified and evaluated to the extent required for permit approval. 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.

The Commission will provide the Consultant after award of this Contract with copies of all available deeds and ROW plan information that it has in its possession.

Task E. Design Criteria Report

Design shall be performed in accordance with the latest International Building Codes and International Existing Building Code as adopted by the Pennsylvania Department of Labor and Industry, and the applicable PENNDOT Standards and Design Manuals as related to Site Development and Bridge and Highway portions of this Project and as applicable PennDOT 408.

Prior to commencing the preliminary design, the Consultant will develop and submit the Design Criteria Report as the basis of design. The report will list all applicable design-related codes, specification requirements, and methodology descriptions to which the Consultant will conform in all disciplines for design and analysis of the proposed work. The report should include headings for all discrete components or systems. Reference specific sections of various pertinent publications and include narrative text to clarify major classifications and parameters. Provide sufficient text from the reference documents to clearly convey the information.

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

Task F. 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 NJDOT Procedures Manual. Follow all provisions of PA Act 287 (as amended by PA Act 187) and N.J.S.A Title 27, 40 and 48 as related to utility coordination located in Pennsylvania and New Jersey respectively. The major elements of utility coordination include, but are not limited to the following:

- Assist the Commission in the preparation of all the necessary Utility Agreements as may be applicable to any service upgrade and any proposed changes.
- Contact all utilities within the project limits including the Commission Maintenance Department, as the Commission is not affiliated with either of the PA or NJ One Call Systems.
- 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
- Identify and locate all Commission owned utilities within the project limits including, but not limited to, roadway / bridge lighting, water service, sewer service, gas service, communication cabling, traffic counting loops, in-lane electronic toll collection system, electronic surveillance / detection system
- 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 utilities within project limits to verify the type, size and location of their facilities

- Contact the local municipality to verify location of any cable television facilities
- Show all utility types and locations on plans
- Send plans to all utilities and railroads, if applicable, 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
- Determine construction conflicts with utilities and develop details for protecting the same.
- The Consultant will include in their plans all utility types and locations and advise the Contractor of their existence as well as the need for the Contractor to implement measures to protect them from being damaged during construction.
- The Consultant shall coordinate with the Commission for the relocation, temporary relocation, upgrade and or new ESS system equipment at this project location.

Task G. Unforeseen Services

The Prime Consultant shall include a Predetermined Amount (PDA) item in their Fee Proposal in an amount of \$150,000 for Commission identified unforeseen scope items. Services to be provided will be “if and where directed” by the Commission. Under no circumstance shall the Consultant proceed with services under this Task until there is approval by the Commission as to the need, the hours and the cost to perform additional work. Work under this Task shall commence only upon receipt of written notification from the Commission authorizing the work and cost. Any work under this task performed by the Consultant without prior Commission authorization shall be at the sole risk of the Consultant.

Part II – Preliminary and Final Design Services

The Commission anticipates the “letting” of two (2) construction bid packages for this project with expected construction duration as follows. The Consultant shall consider this in developing the final design documents for the project.

The Consultant will be responsible for developing bid documents for two (2) distinct construction contracts. One package (Package 1) will include all work associated with the DWG TB Main River Bridge Highway lighting feeder and conduits replacement, all of the recommended repairs to the Oak Street Bridge Overpass and associated ramps, and the DWG TB Main River Bridge deck cleaning and sealing and re-striping of all pavements within DRJTBC jurisdiction. The bid documents for this package are to be completed within six (6) months of the issuance of this Contract C-794A’s Notice to Proceed (NTP). The Commission’s goal is to have this first construction contract completed within nine (9) months of the issuance of its construction contract’s NTP.

The second bid package (Package 2) will be for all work associated with a new Salt Storage Building, new Equipment Building and all associated site improvements together with new access-controlled gates at both Oak Street Bridge On/Off Ramps. Scope of work also includes building alteration within the DWG TB Administration Building including limited offices space reconfiguration, hydronic hot water boiler and boiler control system replacement and installation of new tire balancer and tire changer in the existing Maintenance Building. Improvements shall also include removal and closure of existing fuel storage tanks and associated fuel dispensers with a new fuel management system which will be BACnet compatible for integration with the Commission’s current Gasboy

Fuel Management System for Portland Columbia Toll Bridge (PCTB), Easton Phillipsburg Toll Bridge (EPTB), Milford Montague Toll Bridge (MMTB) and Delaware Water Gap Toll Bridge (DWGTB) facility. The design for this construction bid package is to be completed within twelve (12) months of the issuance of the Contract No. C-794A's NTP. The Commission's goal is to have this second construction contract completed within twelve (12) months of the issuance of this second's construction contract's NTP.

The plans and specifications for Package 1 shall be developed in accordance with the policy and procedures of the PENNDOT Publication 408-2016 Section 100 as revised by the Delaware River Joint Toll Bridge Commission, and the most recent edition of PENNDOT Publication 408-2016 Sections 200 – 1100 and all its supplements and changes. However, certain portions of the design may, as appropriate, conform to FHWA standards. Design shall be performed in accordance with all applicable design-related codes and specifications including but not limited to AASHTO's "Standard Specifications for Highway Bridges", Seventeenth (17th) Edition, (Bridge Design) and AASHTO's "A Policy on Geometric Design of Highways and Streets", Sixth (6th) Edition (Geometric Design) as supplemented by the PENNDOT Design Manuals, as applicable., and all as outlined within the Consultant's approved *Design Criteria Report* as specified under Part I, Task C.

The plans and specifications for Package 2 shall be developed in accordance with the Construction Specification Institute (CSI) format; together with sample Division 0 & Division 1 that will be provided by the Commission.

For Package 2 each of the below Design Submissions: Architectural, Civil, Structural, Mechanical, Electrical & Plumbing Drawings, are to be submitted in 3D modeling compliant with Building Information Modeling (BIM) system. Each electronic plan submission shall include REVIT Model, its Navisworks exports, and CAD files in addition to Acrobat. Similarly, each electronic submission of the Project Specifications, Cost Estimate and Project Schedule shall include MS office suite in addition to Acrobat.

The Consultant is required to review the entire contract package for each construction contract being let for completeness and consistency.

Task A. Concept Finalization and Preliminary Design

a) Concept Finalization & Schematic Design

Prior to commencing with the development of preliminary design documents, the Consultant shall facilitate meetings with Commission Staff to review the 2026 Concept Study Report as developed by French & Parrello Associates, P. A.; make the necessary adjustments; and finalize all design features, elements and layouts as deemed necessary to proceed to Schematic Design.

Once the Concept for both bid packages are finalized a Schematic Design submission for each will be required to be in the form of 30% design and should clearly indicate the improvements and construction anticipated for the project and provide sufficient information and alternatives so that a clear direction for subsequent phases can be determined. The Schematic Design should incorporate all items outlined under the General Project Overview and in the Scope of Work and as detailed in

the Concept Study Report. The Schematic Design should be presented with sufficient information to allow the Commission to fully understand the main design concepts and orientation.

The Consultant will prepare conceptual site plans, building elevations & sections, and building floor & roof plans in 3D format and BIM LOD 100. The Consultant should prepare any additional conceptual items including Conceptual Cost Estimates and feasible Construction Phasing and Schedules that may be used by Commission Staff and the Commissioner's in making the necessary design decisions to meet the Project goals.

b) Preliminary Design Submissions & Design Development

Based on the Consultant's findings as related to the various architectural and engineering tasks listed under Part I above, as well as a thorough understanding of the Concept Study, the Consultant shall proceed with the preparation of Preliminary Design Plans.

It is anticipated that the Preliminary Design Submissions will include, as a minimum, 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
- Civil
- Erosion and Sedimentation Control Plans
- Architectural
- Structural
- Mechanical
- Electrical
- Technology
- Plumbing
- Electronic Surveillance and Security
- MPT

These submissions will be required to be in the form of 60% complete contract drawings showing the scope of work, items of repair/modification, and details for new design or new features. Quantities are not required for this submission; however, a preliminary cost estimate, preliminary construction schedule and preliminary Project Specifications.

All plans will be prepared using English Units on 22"x34" plan sheet size. One thumb drive containing: REVIT Model and CAD drawing files for Package No. 2 and MicroStation Files for Package No. 1. Specifications in Microsoft Word, and spreadsheets in Microsoft Excel, including a preliminary Construction Cost Estimate and a preliminary construction schedule in Microsoft Project format are to be furnished along with the above listed electronic files submission. BIM LOD 200 will be required to be furnished to the Commission at the conclusion of the preliminary design.

The preliminary design submissions shall include a list of all required design and construction permits.

The Preliminary Design submissions are 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.

Comments on these complete submissions on the part of the Commission are anticipated to be provided to the Consultant within fourteen (14) calendar days of receipt of the respective Preliminary Design Submissions. It is anticipated that the Final Design Developments will continue to progress during the fourteen (14) day review period.

The Preliminary Design submissions shall be scheduled such as to meet the time frames as stipulated above under Part II – Preliminary and Final Design.

Task B. Geotechnical Investigation and Analysis

The Consultant shall be responsible for the investigation and analysis of all subsurface soil conditions by the use of soil borings and soil test data as necessary for all of the work associated with the new buildings' portion of the project. The Consultant shall prepare and submit a recommended geotechnical investigation plan for soil borings, and/or test pits to the Commission's for review. Upon Commission concurrence of the geotechnical investigation plan, the Consultant will proceed with the geotechnical investigations. The geotechnical investigation program including borings, material testing and analysis shall be in accordance with the following PennDOT publications:

- Publication No. 222, Subsurface Boring, Sampling and Testing Contract (latest edition).
- Publication No. 242, Pavement Policy Manual (latest edition).
- Publication No. 293, Geotechnical Engineering Manual (latest edition).

All engineering tasks and costs associated with the geotechnical investigation program including, but not limited to, field supervision, testing, laboratory analysis, and any roadway occupancy permits including any MPT costs are to be provided for by the Consultant under this contract. A **Geotechnical Investigation Report** shall be prepared and submitted to the Commission as part of this task. The Consultant is to provide an electronic copy of the draft report and of the final report in both PDF and WORD format.

Task C. Final Design

a) Pre-Final Design Submissions

These submissions will be required to be 100% complete, except for Commission Final Design comments.

- i. Package 1 submission shall include the Plans, the Scope of Work, Notice to Contractors, Proposal and the Commission's General Provision boilerplate sections. The Consultant shall prepare a complete specification including, but not limited to, all special provisions

and other technical specifications for the work. The Commission will provide an electronic copy of a typical Civil/Bridge/Highway Construction Contract, for the Consultant to use as a template to prepare a complete set of specifications for the construction contract.

CAD drawing files compatible with MicroStation, PDF drawing files, specifications in both Microsoft Word and PDF formats, and spreadsheets in both Microsoft Excel and PDF formats, including the Engineer's construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission.

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

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

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

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

- ii. Package 2 submission shall include plans and specification including, but not limited to, Division 0, Division 1, all special requirements and other technical specifications for the work. The Commission will provide an electronic copy of a typical Building Construction contract, for the Consultant to use as a template to prepare a complete set of specifications for the construction contract.

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. Electronic submission of the plans, complete specifications, construction schedule and construction cost estimates (to include backup information for quantity takeoffs and unit/lump sum price items) are required for this submission. BIM LOD 300 will be required to be furnished to the Commission with this submission.

CAD drawing files compatible with MicroStation, PDF drawing files, specifications in both Microsoft Word and PDF formats, and spreadsheets in both Microsoft Excel and PDF formats, including the Engineer's construction cost estimates (to include backup

information for quantity takeoffs and unit/lump sum price items) are required for this submission.

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

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

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

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

b) Final Design Submissions

The submission for each bid package shall include incorporation of the Commission's Pre-Final Design Submissions' comments and consist of 100% complete "signed and sealed" contract Bid Set of Plans & Specifications, Construction Cost Estimate, and Construction Schedule. The Consultant shall provide one (1) electronic thumb drive with plans, specifications, schedule, cost estimate and written responses to Commission's Pre-Final submission comments. The specifications are to include, as a minimum, the Scope of Work, Notice to Contractors, Proposal, Contract, Schedule of Prices, Special Provisions, General Provisions, Prevailing Wage Rates (provided by the Commission) and associated miscellaneous required elements typically provided for a Commission construction project. Digital copies of all drawing files must also be submitted in a format compatible with MicroStation, and digital copies of all documents shall be provided in Microsoft Word and indexed PDF formats. Additionally, the Consultant shall provide an integrated PDF file of all bid documents. A completed Quality Assurance Certification Form shall be included with this submission.

One (1) complete copy of the project design calculations must be submitted in three ring binders with an accompanying index/table of contents to permit ease of reference. In addition, two (2) full sets of signed and sealed COMCheck for package 2 shall be provided to the Commission Code Reviewer.

It is anticipated that the signed and sealed plan set for Final Design Submission for Package 1 will include, as a minimum, the following components for the respective package:

- Title Sheet (1) with a Location Map and a list of utilities
- General Notes, Index to Drawings and Legend
- Summary of Quantities for Each Pay Item
- Typical Sections and Details

- Construction Plans
- Electrical Plans
- Bridge Plans
- Utilities
- Construction Staging and Traffic Control
- Construction Details (as necessary to portray design concepts and unique requirements)
- Roadway/Bridge Lighting Plans
- MPT Plans

It is anticipated that the signed and sealed plan set for the Final Design Submission for Package 2, at a minimum, will consist of the following components for the package:

- Title Sheet (1) with a Location Map and a list of utilities.
- General Notes, Index to Drawings and Legend
- Civil
- Erosion and Sedimentation Control Plans
- Architectural
- Structural
- Mechanical
- Plumbing
- Electrical
- Landscaping
- Electronic Surveillance and Security (*from Preliminary Design Submission*)
- Technology
- MPT

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

The Consultant's Final Design Submissions shall be submitted within fourteen (14) calendar days of the receipt of comments for the Pre-Final Submission and scheduled such to meet the time frames as stipulated above under Part II – Preliminary and Final Design.

Task D. Constructability Review

Within one (1) week of the delivery of the **Pre-Final Design submission**, the Commission will conduct a workshop with the Construction Manager and the Consultant staff to review this

submission. The Consultant shall include in its proposal the necessary effort for the preparation for as well as attendance at the workshop of its staff (including as appropriate sub-consultant staff) and the development / distribution of the minutes of the workshop. The goal of the workshop is to provide comments to the Consultant to be considered in the Final Design submission. The Consultant shall cooperate in all respects with the Commission and the Commission's Construction Manager for the purposes of claims avoidance during the Construction Phase.

Part III - Post Design Services

Task A. Post Design/Pre-Award Services

The Consultant will be required to include, in their Proposal, pre-award services for work from the respective Final Design Submissions acceptance up to award of the respective construction contracts. The services in this phase for each package will include, but not be limited to:

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

Upon completion of the bidding phase after bids are received, the Consultant will be required to incorporate all addenda into each construction document package and re-issue original documents in the form of signed and sealed "CONFORMED" contract set of plans and specifications for each construction contract which incorporates all bidding phase document changes and represents the final "as-designed" version of the contract documents. These contract documents are to be completed and submitted within ten (10) working days of the bid opening. The submission shall include four (4) full size set of prints, five (5) half size set of prints (11" x 17") and five (5) bound copies of the specification books. Furthermore, an electronic submission shall be provided using the electronic submission format listed above of the Conformed Plans and Specifications.

Task B. Post Design/Post-Award Services

Services for each construction contract 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 nine (9) months for Package 1 and a period of twelve (12) months from the respective Contract's Construction NTP.
- 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 review recommendations
- Using red-line As-Built mark-up plans provided by the Construction Manager, the Consultant shall prepare electronic As-Built drawings for each construction contract updating the Conformed Revit and CADD files along with the corresponding Navisworks and Sketch-Up exported files.

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

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

PROPOSAL SUBMISSION REQUIREMENTS

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

Technical Proposal

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

Components of the Proposal shall consist of the following:

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 1/2" x 11") page].

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

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

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

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

2. Technical Proposal [not to exceed ten (10) single-sided, letter-sized (8 ½" x 11") pages, except as noted below] will be required to include:
 - a) **Understanding of the Project and Commission Needs.**
 - i. This section should include the following discussions:
 - a. After review of the background information, a description of the Consultant's understanding of the Project and the project goals.
 - b. Identify the Commission's critical issues for this project
 - c. Proposed communication methods/forums to keep the Commission informed of the status of Scope, Schedule, Budget, and potential issues affecting each.
 - d. Anticipated outside stakeholder communication efforts/requirements.
 - ii. Include an affirmative statement committing to meeting the intent of the Commission's Contract Compliance Program; and indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.
 - iii. The Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement (**Attachment V**) and provide a sample "Certificate of Insurance" indicating that it can meet all the insurance requirements as shown in **Attachment II** of the RFP. Exceptions are discouraged. However, exceptions, if any, taken to these requirements must be described in this section.
 - b) **Management Approach to the Project.** Describe the methodology that will be used to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to ensure the Commission's goal to complete the Preliminary Design Tasks and Final Design Tasks within design duration indicated in this RFP. 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** (maximum of five (5) pages in addition to the ten (10) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.

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

- d) **Consultant's Experience on Similar Projects** [include name / address / telephone number for at least three (3) client references].
- e) **Experience and Credentials of the Project Team.** Include a "brief" biographical narrative to indicate experience and capabilities appropriate to the role and responsibility that each Key Team Member will perform on this assignment. For the Project Manager, include the name / address / telephone number for at least three (3) client references. The Project Manager must be a Registered Architect to practice in the 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 narrative is included in the ten (10) page Proposal limitation cited above. However, the Microsoft Project Schedule which can be submitted on 11"x17" paper is not included in the ten (10) page Proposal limitation cited above.
3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships (not included in the ten (10) page Proposal limitation cited above).
 4. One (1) single-sided page matrix identifying the qualifications and relevant experience of key personnel.
 5. One (1) single-sided page resumes each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Project Manager resumes for the Prime Consultant and all sub-consultants are limited to two (2) single-sided pages (not included in the ten (10) page Proposal limitation cited above).
 6. 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 sub-consultant, and a summary for the Consultant team. (Schedule A is not included in the ten (10) page Proposal limitation cited above).
 7. One (1) single-sided page Sample Certificate of Insurance along with a completed, signed copy of the Insurance and Indemnification Certification Form (**Attachment III**), certifying that it can meet the minimum requirements stipulated in the Insurance and Indemnification Requirements (**Attachment II**) along with the required Insurance Broker Letter, sample of which is also include within **Attachment II**. (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 target for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization target for this contract. This information shall be submitted on the IBE forms available directly from the Commission website (www.drjtbc.org) in the Contract Compliance section under the Doing Business link. Copies of current certifications of all IBE firms shall also be submitted. (The completed IBE Participation Forms are not included in the ten (10) page Proposal limitation cited above).
10. Copies of documentations showing that the Prime Consultant and each proposed sub-consultant is pre-qualified to do business with the Commonwealth of Pennsylvania as of the Proposal submission date (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, and III.

1. The proposed not-to-exceed Fee Proposal 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 sub-consultants, 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 and Schedule B2 - Fee Summary (**Attachment VIII**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each sub-consultant as well as Schedule B2 - Fee Summary for the Consultant team.
3. The Prime Consultant will be reimbursed for the actual billings by all sub-consultants. Mark-ups will not be permitted on sub-consultant costs.
4. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a sample monthly invoice for approval by the Commission. The sample invoice will be required to include a Progress Schedule indicating percent spent to date and

physical percent complete for each of the major tasks listed in the Detailed Work Plan and for the project as a whole. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Workplan; (3) Scope Modification/Project Issues; and (4) Schedule Adherence/Contingency Planning.

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

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

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

PROPOSAL SCHEDULE

The Commission's Proposal Schedule is as follows:

<u>Proposal Schedule</u>	<u>Date</u>
Issue / Post RFP on Website	February 26, 2026
Pre-Proposal Submission Meeting	March 12, 2026
Closing Date for Submittal of Inquiries	March 19, 2026
Responses to Inquiries	March 26, 2026
Closing Date for Technical and Fee Proposals Submission	April 9, 2026
Oral Presentations (if required)	April 30, 2026
Fee Proposal Review and Negotiation	May 21, 2026 thru May 29, 2026
Anticipated Award / Limited Notice to Proceed	June 30, 2026

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 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 Proposals one (1) or more Consultants may be required to make an Oral Presentation to a Technical Evaluation Committee. Oral Presentations will be up to one-hour in length: twenty (20) - thirty (30) minutes for the Consultant's Presentation and twenty (20) - Thirty (30) minutes for Questions and Answers. The Oral Presentations will be held at the Commission's Administration Building Facility located in 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 the team 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, gain stakeholder consensus, and deliver the Project scope within schedule and budget?
 - 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, Technical Proposals will have a 60% weight and 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 Senior Selection Committee reviews with the Commission their findings of the best qualified Consultant(s) to negotiate scope and budget. 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 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. Technical and Fee Proposals must be submitted by **3:00 PM**, local time, on the date indicated in **Proposal Schedule**, and transmitted by email / file transfer to the Project Manager (crood@drjtbc.org) with copy to both the Program Area Manager (rzakharia@drjtbc.org) and the Chief Engineer (kskeels@drjtbc.org). Due to email attachment size limitations, Proposals may be divided in parts and transmitted by way of multiple emails provided the emails and their corresponding attachments are labeled accordingly. The Commission does not accept emails larger than 35MB in size.
15. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334 at 10:00 AM on the date indicated in **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: Chris L. Rood, Project Manager. Inquiries by e-mail are acceptable. Email inquiries are to be directed to the Project Manager (crood@drjtbc.org) with copy to both the Program Area Manager (rzakharia@drjtbc.org) and the Chief Engineer (kskeels@drjtbc.org). The inquiry deadline is **3:00 PM**, local time, on the date indicated in the **Proposal Schedule**.
17. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's responsibility.

All Attachments (8 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

ORIGINAL SIGNED BY

KEVIN M. SKEELS, P.E.
Chief Engineer

KMS/clr

ATTACHMENTS
TO
REQUEST FOR PROPOSAL
FOR
CONTRACT NO. C-794A, CAPITAL PROJECT 2332A
PROFESSIONAL SERVICES
FOR
DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY
IMPROVEMENTS

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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 Communications or his/her designated representative.

Addendum to RFP

If at any time prior to receiving Proposals, it becomes necessary to revise any part of 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 addenda 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 does not, in any manner or form, commit the Commission to award any contract. The contents of the Proposal may become a contractual obligation, if, in fact, the Proposal is accepted, and a contract is entered into with the Commission. Failure of the Consultant to adhere to and/or honor any or all of the obligations of the Proposal may result in the cancellation of any contract awarded by the Commission.

Rejection of Proposal

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

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.

Debriefings

There will be no debriefings for unsuccessful responders to this RFP.

Insurance and Indemnification Requirements

Attachment II contains the Commission's Standard 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 Standard 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 in **Attachment III**.

Right to Audit

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

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

**CAPITAL PROGRAM CONSULTANTS
INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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

INSURANCE:

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

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

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

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).

- d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
- a) Occurrence Form with the following limits:
- | | |
|---|-------------|
| (1) General Aggregate: | \$2,000,000 |
| (2) Products/Completed Operations
Aggregate: | \$2,000,000 |
| (3) Each Occurrence: | \$1,000,000 |
| (4) Personal and Advertising Injury: | \$1,000,000 |
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The General Aggregate Limit must apply on a per location/per project basis.
- d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).
- e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- Coverage to include:
- a) Per Accident Combined Single Limit \$1,000,000
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.
4. Commercial Excess/Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit (where applicable): \$5,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) The Commercial Excess/Umbrella Liability policy shall be following form.
- e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
5. Property of Covered Party:

All property, including, but not limited to, tools and equipment that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

ADDITIONAL COVERAGES AS NEEDED:

7. Pollution/Environmental Impairment Liability Coverage:

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

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) Claims Made coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 - 1. Bodily injury and property damage to third parties
 - 2. Natural resource damages
 - 3. Pollution clean-up costs, including restoration or replacement costs
 - 4. Defense costs
 - 5. Fines, penalties and punitive damages

6. Transportation of waste material by or on behalf of the Covered Party
7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
8. Contractual Liability Coverage
9. Lead, Silica, Asbestos and Mold Coverages
10. Underground Storage Tank Coverage

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

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

8. Watercraft Liability Insurance:

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

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

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

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

The Insurance requirements listed in Item 10 are waived for Contract No. C-794A – Delaware Water Gap Toll Bridge Buildings and Roadway Improvements. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

Deductibles and Self-Insured Retentions:

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

Financial Rating of Insurance Companies:

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

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

Primary Additional Insureds:

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

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

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

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

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

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

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

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

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

Claims Made Policy Forms:

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

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

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

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

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

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

Certificate of Insurance:

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

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

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

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

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

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf

of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

CAPITAL PROGRAM CONSULTANT INDEMNIFICATION CLAUSE

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

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

SAMPLE OF BROKER LETTER

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

DATE

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

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

Dear _____:

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

Sincerely,

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



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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	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 INSD	SUBSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	*Per Project or Per Location must be checked			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Other applicable coverage shown here (see attached)						Refer to Contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract #. Certificate Holder, the Commonwealth of PA, and the State of NJ are included as additional insureds on the above General Liability, Auto Liability, and Umbrella Liability (add applicable lines) policies. Coverage is primary and non-contributory. No Cross-suits Exclusions. Umbrella/Excess follows form. Waiver Subrogation applies to all coverages where applicable by law. The SIR is not greater than \$50,000 on any policy above (except Professional Liability - see requirements). Deductibles must be stated.

CERTIFICATE HOLDER Delaware River Joint Toll Bridge Commission 1199 Woodside Road Yardley, PA 19067	CANCELLATION 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 (2016/03)

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SAMPLE CERTIFICATE

ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE OF INSURANCE:

CHOOSE ONE:

1. CG 20 26 11 85 (SAMPLE ATTACHED)

Or

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

Or

3. EQUIVALENT MANUSCRIPT ENDORSEMENTS (NO SAMPLE ATTACHED)

POLICY NUMBER: Must Match GL Policy Number on
Certificate

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

OR

Any organization where required by written
contract

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

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

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

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

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. C-794A

DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY
IMPROVEMENTS

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in **Attachment II** of this RFP, and will comply and have any designated subconsultants comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample 'Certificate of Insurance' indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract No. C-794A.

(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-794A

DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY
IMPROVEMENTS
PRELIMINARY, FINAL AND POST DESIGN SERVICES

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated sub-consultants comply with the requirements of these guidelines during the performance of work under Contract C-794A.

(Date)

(Name and Title)

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

My Commission expires _____, 20 ____

ATTACHMENT V

SAMPLE OF STANDARD COMMISSION CONSULTANT CONTRACT

DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY
IMPROVEMENTS
DRJTBC CONTRACT NO. C-794A

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

WITNESSTH:

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

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

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

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

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

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

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

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

B. Staff and Facilities

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

C. Supervision

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

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

D. Confidentiality

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

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

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

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

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

B. Periodic Statements

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the Commission a verified statement, supported by such original or other

records and receipts as the Commission may request, all on forms and in accordance with the payment and audit procedures of the Commission, which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded hereunder. Such statement, when approved by the Commission as to form and items of claim, will be paid within thirty (30) days of submission of an acceptable statement.

2. The format for submitting invoices shall be consistent with the requirements as stipulated by NJDOT or as deemed acceptable to the Commission. Sample invoices shall be submitted to the Commission for approval a minimum of two weeks prior to the first official request for payment.

ARTICLE IV – ASSIGNMENTS AND TRANSFERS, SUBCONTRACTS

A. Assignment or Transfer of Contract

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

B. Subcontracts

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

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

1. With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and sub-consultants 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, sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.
2. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

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

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES/THEREIN

A. Work Change Orders

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

B. Work to Become the Property of the Commission

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

ARTICLE VII – CONSULTANT’S INSURANCE

A. Consultant’s Insurance

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

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant’s Records and Accounts

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

B. Inspection by the Commission

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

ARTICLE IX – TERMINATION

A. Default of Consultant

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

B. Termination at Commission's Own Interest

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

- f) Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.
2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting, the general rights of the Commission as set forth in Article IX.B.1 paragraphs a. through f. hereof, the Commission shall have the right to terminate this agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Commission in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the Commission or the public to comply with any such permit, exemption or approval or conditions thereof.
- C. Payment upon Termination in the Interest of the Commission
1. In the event that this Agreement is terminated by the Commission under the provisions of Article IX.B.1 and/or 2, the Commission shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the Commission determines to be just and proper under all circumstances. In no event shall the Consultant's loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

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

ARTICLE XI – DEFINITIONS

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

ARTICLE XII – MISCELLANEOUS

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

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

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

and

Florio, Perrucci, Steinhardt, Cappelli & Tipton, L.L.C.
91 Larry Holmes Drive, Suite 200
Easton, PA 18042

If to the Consultant: _____

Attn: _____

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

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

C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey or the Commonwealth of Pennsylvania, as the Commission so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of

New Jersey of the Commonwealth of Pennsylvania, and the United States for the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.

- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.
- E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

SAMPLE

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

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

- Exhibits:
- A. Insurance Requirements.

ATTACHMENT VI

QUALITY ASSURANCE FORM

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

Client: Delaware River Joint Toll Bridge Commission

Project Name: DWG TB Buildings and Roadway Improvements

Client's Project Number: C-794A **Consultant's Project Number:** _____

Task Name: _____

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

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

Signature: _____

Date: _____

Title: _____

Company: _____

ATTACHMENT VII
SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM

PRIME CONSULTANT NAME

Part	Task	Task Description	Total
I		General Activities of the Consultant	
I	A	Project Management	
	a)	Manage the Project	0
	b)	Administer the Project	0
		SUB-TOTAL HOURS	0
I	B	Project Specific Quality Assurance Plan	
	a)	Project Specific Quality Assurance Plan	0
		SUB-TOTAL HOURS	0
I	C	Coordination and Meetings	
	a)	Commission Coordination	0
	b)	Other Agency Coordination and Permitting	0
		SUB-TOTAL HOURS	0
I	D	Project Research and Mapping	
	a)	Document Research	0
	b)	Project Mapping	0
		SUB-TOTAL HOURS	0
I	E	Design Criteria Report	
	a)	Design Criteria Report	0
		SUB-TOTAL HOURS	0
I	F	Utility Coordination	
	a)	Utility Coordination	0
		SUB-TOTAL HOURS	0
I	G	Unforeseen Services	
	a)	Unforeseen Services	NA
		SUB-TOTAL HOURS	NA
II		Preliminary and Final Design Services	
II	A	Concept Finalization and Preliminary Design	
	a)	Concept Finalization & Schematic Design	0
	b)	Preliminary Design Submissions & Design Development	0
		SUB-TOTAL HOURS	0

II	B	Geotechnical Investigation and Analysis	
	a)	Geotechnical Investigation and Analysis	0
		SUB-TOTAL HOURS	0
II	C	Final Design	
	a)	Pre-Final Design Submissions	0
	b)	Final Design Submissions	0
		SUB-TOTAL HOURS	0
II	D	Constructability Review	
	a)	Constructability Review	0
		SUB-TOTAL HOURS	0
III		Post Design Services	
III	A	Post Design/Pre-Award Services	
	a)	Post Design/Pre-Award Services	0
		SUB-TOTAL HOURS	0
III	B	Post Design/Post-Award Services	
	a)	Post Design/Post-Award Services	0
		SUB-TOTAL HOURS	0
TOTAL HOURS			0

ATTACHMENT VIII
SCHEDULE B1 - FEE PROPOSAL

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

ATTACHMENT VIII - (CONTINUED)
SCHEDULE B1 - FEE PROPOSAL

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
I	F	Utility Coordination								
	a)	Utility Coordination								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	G	Unforeseen Services								
	a)	Unforeseen Services	NA	NA	NA	NA	NA	NA	NA	NA
		SUB-TOTAL HOURS	NA	NA	NA	NA	NA	NA	NA	NA
		AVERAGE RATE (Composite Rate)	NA	NA	NA	NA	NA	NA	NA	NA
		SUB-TOTAL DIRECT COST	NA	NA	NA	NA	NA	NA	NA	\$ 150,000.00
		SUB-TOTAL HOURS - PART I								
		AVERAGE RATE (Composite Rate) - Part I								
		SUB-TOTAL DIRECT COST - PART I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II		Preliminary and Final Design Services								
II	A	Concept Finalization and Preliminary Design								
	a)	Concept Finalization & Schematic Design								
	b)	Preliminary Design Submissions & Design Development								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	B	Geotechnical Investigation and Analysis								
	a)	Geotechnical Investigation and Analysis								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT VIII - (CONTINUED)
SCHEDULE B1 - FEE PROPOSAL

Part	Task	Task Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Tech.	Junior Tech.	Project Admin.	Total
II	C	Final Design								
	a)	Pre-Final Design Submissions								
	b)	Final Design Submissions								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
II	D	Constructability Review								
	a)	Constructability Review								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL HOURS - PART II								
		AVERAGE RATE (Composite Rate) - Part II								
		SUB-TOTAL DIRECT COST - PART II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III		Post Design Services								
III	A	Post Design/Pre-Award Services								
	a)	Post Design/Pre-Award Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III	B	Post Design/Post-Award Services								
	a)	Post Design/Post-Award Services								
		SUB-TOTAL HOURS								
		AVERAGE RATE (Composite Rate)								
		SUB-TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		<i>SUB-TOTAL HOURS - PART III</i>								
		<i>AVERAGE RATE (Composite Rate) - Part III</i>								
		<i>SUB-TOTAL DIRECT COST - PART III</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL HOURS								
		AVERAGE RATE (Composite Rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		TOTAL DIRECT COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

