



"Preserving Our Past, Enhancing Our Future"

December 23, 2025

To: All Consultants

Re: Request for Proposal (RFP)

Professional Engineering Services

2026 Underwater Inspection of the Toll and Toll-Supported Bridges

DRJTBC Contract No. C-821A

The Delaware River Joint Toll Bridge Commission (Commission) invites proposals from Consultants for professional engineering services to perform underwater inspection of the Commission's Toll and Toll Supported Bridges. Firms who have provided similar services in the past and have the qualifications and experience necessary to perform these services, are invited to review the information included in this letter and submit a Technical and Cost Proposal.

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

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

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

[http://www.drjtbc.org/wp-content/uploads/Procurement\\_Guidelines\\_July\\_2017.pdf](http://www.drjtbc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf).

Consultants who possess previous, similar project experience, that can provide a committed full-time staff as required to perform the services described herein, are encouraged to submit a Proposal.

Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (**Attachment I**) of this RFP. Consultants must, through their submission, demonstrate their ability to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control (“QA/QC”) standards.

Prior successful completion of projects of similar scope and magnitude is essential (“Similar Projects”). Consultants responding to this RFP must have a proven track record in similar projects.

The Consultant Team responding to this RFP shall demonstrate in their proposal, at a minimum, collective previous project experience. Also, all consultants and/or subconsultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing.

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

The Consultant’s proposal shall identify the primary office location by which the majority of the work is to be performed. The proposal shall outline the Consultant’s management approach as it relates to the proximity of the office to the bridge locations.

On November 29, 2004 the Commission adopted Guidelines on Conflict of Interest and Recusal. These can be found at [http://www.drjtbc.org/wp-content/uploads/Recusal\\_Guidelines.pdf](http://www.drjtbc.org/wp-content/uploads/Recusal_Guidelines.pdf). Consultants must include in their Proposal a certification in the form of the Conflict of Interest and Recusal Certification Form (**Attachment IV**) indicating that they have read, understood and will be guided by these guidelines when performing work for the Commission.

The Contract requirements are more fully described in the below “Background” and “Scope of Services” sections of this Request for Proposal.

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

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

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

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

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

Professional Services

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

National Bridge Inspection Standards (NBIS), require regular underwater inspections at intervals not to exceed 60 months. The Commission last performed underwater inspections on all its bridges in 2021. The inspections for the Southern Region were performed in December 2021, with the exception of two structures that were inspected in July 2022 due to high tide and construction activity. The inspections for the Central and Northern Regions were performed in July, August, and September 2021.

Consultants responding to this RFP must provide a NBIS Qualified Project Manager, NBIS Qualified Team Leader and Dive Crew for the personnel conducting inspections and preparing the inspection report. All key members of the team shall have appropriate underwater inspection experience commensurate with their position and assignment.

**Dive Team Requirements:**

1. The Team Leader or the Diver should be a Professional Engineer licensed in the State of Pennsylvania or New Jersey
2. The Diver should have successfully completed NHI-130091 – Underwater Bridge Inspection

Underwater inspection is a specialized area, the Consultant may want to utilize a sub-consultant qualified to perform diving inspections under NBIS and OSHA regulations.

**SCOPE OF SERVICES**

This solicitation is for the underwater inspection of the Toll and Toll Supported Bridges owned and operated by the Commission. The scope of this project includes all work, material, and equipment required to meet the NBIS requirements to perform and document inspection, including but not limited to, maintenance and protection of traffic and access.

Plans and previous inspection reports are available for review. Contact Michael McCandless Project Manager ([mmccandless@drjtbc.org](mailto:mmccandless@drjtbc.org)) with copy to the Assistant Chief Engineer ([sburke@drjtbc.org](mailto:sburke@drjtbc.org)), and the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)) to arrange to review of materials or site visits to publicly accessible areas. Site visits must be scheduled one week in advance.

This Request for Proposal (RFP) Scope of Services consists of two (2) parts:

PART I – General Activities of the Consultant

PART II – Inspection, Findings, and Evaluation

**Detailed Work Plan**

**Part I – General Activities of the Consultant**

**Task A. Project Management***a) Manage the Project*

The Consultant's Project Manager will be responsible for the overall coordination of the project work tasks ensuring that the contract work remains on schedule and within budget. The Project Manager will coordinate all subconsultants and make sure that the flow of information between the project team is maintained. The Consultant will be required to submit a monthly progress report and a detailed project schedule, including milestone dates, for each work item. The Consultant will update this schedule biweekly throughout the life of the project. The project schedule and updates will be provided to the Commission electronically by e-mail.

The Project Manager will be responsible for coordination with any necessary agencies. The Commission shall be informed of all meetings with other agencies, government officials and vendors so that the Commission staff can elect to attend if deemed necessary, solely at the Commission's discretion. In addition, the Project Manager will organize project coordination meetings, establish agendas, request attendance, and prepare and distribute minutes of meetings within five (5) business days of each meeting.

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

*b) Administer the Project*

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

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

- Schedule and attend meetings
- Prepare meeting agendas and meeting minutes
- Maintain correspondence files
- Monitor budget and invoicing
- Ensure stated deliverables are delivered within schedule
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, FHWA, PENNDOT and/or NJDOT applicable 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 (minimum monthly updates) and presented and discussed at the status meetings. The Consultant will be required to present recommended adjustments and implement changes, as approved, in order to meet the overall schedule, within the scope of work, at no additional cost to the Commission.

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

Within fifteen (15) calendar days of receipt of the Limited Notice-to-Proceed, the Consultant will prepare and submit a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review and acceptance. The Consultant's PSQAP will provide a written description of the intended actions to verify delivery of a high-quality product to the Commission. Within the text of the Proposal the Consultant shall provide a discussion of the elements and contents that are important for inclusion in the PSQAP. This discussion shall include the approach for the development of the PSQAP and the Consultant's commitment to the use of the PSQAP. This discussion should also include any particular attention given to innovative activities that the Consultant intends to undertake to ensure the Commission's goal to complete the inspections and related reports by November 30, 2026. All inspections shall be completed by October 1, 2026.

**Task C. Coordination and Meetings**

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

*a) Commission Coordination*

The Consultant will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting its activities with the Chief Engineer of the Commission to ensure an expeditious exchange of information. It is anticipated that Contract virtual status meetings will take place bi-weekly. The Consultant will prepare and submit an agenda for these meetings a minimum of two (2) days in advance of each meeting and meeting minutes within five (5) working days of each meeting. The Commission will be informed of all meetings with other agencies, government officials and/or groups in advance so that Commission personnel can elect to attend if deemed necessary, solely

at the Commission's discretion. Unless the project duration is extended by the Commission through a written modification the cost of any additional Commission Coordination meetings which are due to the Consultant's inability to complete the project within the time specified herein shall be borne by the Consultant and shall not be billed to the Commission.

Provide lane closure notifications to the Commission. Preliminary lane closure schedules shall be provided in the weekly, two-week look ahead. Final lane closure schedules shall be provided on the Commission's Excel form, before Thursdays at noon.

## **Part II – Inspection, Findings and Evaluation**

### **Task A. Review of Existing Information**

#### *a) Project Research*

The Consultant shall research the Commission's files for all plan and report information relevant to this project. Provisions will be made for the Consultant to obtain electronic information available which may be required for performing the work. Existing sources of information include, but are not limited to:

- Applicable portions of the Commission publication entitled "General Information on the Toll and Toll Supported Bridges".

Previous inspection reports and photographs, including, but not limited to:

- DRJTBC Contract C-782A (On-going) Underwater Substructure Improvement Design – All Regions.
- Underwater Substructure Improvement Design – All Regions: Final Foundation Report, prepared by IH Engineers, PC
- The 2021 Underwater Inspection of the Toll and Toll-Supported Bridges – Southern Region Final Report, prepared by W.J. Castle, P.E. & Associates
- The 2021 Underwater Inspection of the Toll and Toll-Supported Bridges Central and Northern Regions Final Report, prepared by Pickering, Corts & Summerson, Inc.
- The 2016 Underwater Inspection Report, prepared by Dewberry Engineers, Inc.
- The Flood of September 2011 Substructure Assessment of Toll and Toll Supported Bridges, prepared by STV, Inc.

- As-Built of the following Construction Contracts:
  - T/TS-476A-2 Substructure Repair & Scour Remediation – District 1
  - T/TS-573A 2011 – 2012 Scour Remediation

The Commission's existing materials will be made available to the Consultant that is awarded the contract. Consultants interested in responding to this RFP who would like to review the most recent Bridge Inspection documentation and available plans should contact the Commission's Project Manager for this contract to facilitate arrangements.

**Task B. Underwater Inspections**

a) *Perform Underwater Inspections of the following Bridges:*

Structure Number	Description	Last Inspection
20	Trenton-Morrisville Toll Bridge	12/15/2021
40	Lower Trenton Toll-Supported Bridge	12/14/2021
60	Calhoun Street Toll-Supported Bridge	12/13/2021
80	Scudder Falls Toll Bridge Westbound	07/27/2022
85	Scudder Falls Toll Bridge Eastbound	07/27/2022
100	Washington Crossing Toll-Supported Bridge	11/30/2021
120	New Hope-Lambertville Toll-Supported Bridge	11/11/2021
140	New Hope Lambertville Toll Bridge	12/02/2021
160	Centre Bridge-Stockton Toll-Supported Bridge	12/01/2021
180	Lumberville-Raven Rock Pedestrian Bridge	12/03/2021
220	Uhlerstown-Frenchtown Toll-Supported Bridge	07/29/2021
240	Upper Black Eddy-Milford Toll-Supported Bridge	08/03/2021
260	Riegelsville Toll-Supported Bridge	08/03/2021



Structure Number (cont.)	Description (cont.)	Last Inspection (cont.)
270	Interstate 78 Toll Bridge Eastbound	08/10/2021
275	Interstate 78 Toll Bridge Westbound	08/10/2021
280	Northampton Street Toll-Supported Bridge	08/18/2021
300	Easton-Phillipsburg Toll Bridge	08/18/2021
320	Riverton-Belvidere Toll-Supported Bridge	08/31/2021
340	Portland-Columbia Toll Bridge	09/09/2021
360	Portland-Columbia Pedestrian Bridge	08/31/2021
380	Delaware Water Gap Toll Bridge Eastbound	09/21/2021
390	Delaware Water Gap Toll Bridge Westbound	09/21/2021
400	Milford-Montague Toll Bridge	09/23/2021

The underwater inspection activities shall meet the NBIS requirements for underwater inspections. In addition, the underwater inspections should include all necessary items to prepare a complete report as identified in Task C. The underwater inspection activities shall include findings on the following items, but not limited to:

- the physical condition of substructure elements
- the physical condition of substructure protective devices
- a bathometric survey at piers
- cross sections up and downstream
- the condition and location of streambed materials
- the condition and stability of waterway channels
- the condition and stability of channel protective materials
- an observed scour assessment

The inspection and evaluation of the underwater elements of the Commission's structures are critical aspects in identifying potential problems related to their structural integrity. Depending on the river level at the time of inspection, some underwater elements can be evaluated by a wading inspection and other underwater elements will require a diving inspection due to the depth, clarity or current of the water within the vicinity of the element.

Underwater elements shall be defined as all elements of the previously identified structures' substructure units which are located underwater as well as any elements that may be "dry" at the time of inspection but under normal circumstances (i.e. water levels 5-ft. above normal low water elevations) may be subjected to the flow of water and resulting in scour of material. These elements typically include piers, abutments and retaining walls. The diving inspections are

intended to be analogous to 100% Level I, 10 & Level II and Scour evaluations as defined by the NBIS.

During inspections the findings may dictate that inspection beyond the immediate vicinity of the substructure element must take place to evaluate existing conditions. The Consultant should use the appropriate method and equipment to evaluate the riverbed conditions.

Inspect the portions subjected to being submerged for damage, cracking settlement, steel corrosion, deteriorated and scoured concrete, deteriorated pointing, broken and/or dislodged stones in masonry structures, deterioration and/or damage to piling, insect damage or wood decay, condition of exposed timber cribbing foundations, etc. During inspection, sound all timber and probe with a heavy awl.

During inspections, the inspector shall investigate as well as identify the limit of past scour protection.

Provide special attention to determine the uniformity of bearing of footings and surrounding foundation materials and the lateral stability and soil support to the pile foundations, the effect or potential effect of scour, and the soundness or effectiveness of any previous repairs.

#### ***Notification of Emergency Findings***

In the event that the consultant discovers a potentially major finding during the performance of the assessment or the in-depth inspection which could reduce the load rating capacity of the bridge determined in previous inspections, or require Priority 1 – Emergency Response repairs, and/or require vehicular or pedestrian traffic restrictions to be imposed, the Consultant will notify the Commission immediately in accordance with the following procedure description. The Consultant will be required to contact the Commission from the site by cellular telephone while the necessary traffic control and special access equipment or rigging is available in order to permit Commission staff to observe the condition as soon as practical after receiving notification from the Consultant regarding the damage or deterioration encountered. Upon viewing and discussing the area(s) in question, the Consultant and the Commission will jointly determine if any immediate corrective and/or remedial measures are warranted.

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

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

Examples:

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

*Notification of Major Findings*

In the event that the Consultant discovers a potentially major finding during the performance of the In-Depth Inspection, or subsequent inspections, which could require vehicular or pedestrian traffic restrictions to be imposed, the Consultant will notify the Commission immediately in accordance with the following procedure:

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

*b) Access and MPT*

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

MPT shall be in accordance with PennDOT Pub 213.

**Task C. Underwater Inspection Report**

*a) Underwater Inspection Report*

The general format of 2026 Underwater Inspection Report of the Toll and Toll-Supported Bridges shall be similar to the general format of 2021 Underwater Inspection of the Toll and Toll-Supported Bridges Central and Northern Regions Report with supplemental and additional content as described below. The report should contain at least but not limited to: a summary of findings, conclusions, and recommendations for repairs for each river crossing substructure inspected above and below the Mean High Water (MHW) line; photographs of

important element conditions; sketches showing scour and undermining conditions where they exist; cost estimates for necessary repair work; Delaware River flow data at the times of inspection; observed scour assessment and field data sheets.

The report shall include but not limited to the following items:

*i.    REPORT COVER*

- The Report Cover should include the Consultant's name, year of inspection, and certification.

*ii.   LETTER OF TRANSMITTAL*

- The Letter of Transmittal, addressed to the Commission's Executive Director, shall accompany the Report and shall include the date of the Agreement with the Commission and any disclaimer and/or restrictions on the information contained in the Report and its use. In addition, the letter should include a statement specifically indicating what measures were taken to assure the quality of the project.

*iii.   TABLE OF CONTENTS*

- A Table of Contents shall identify the major items of the Report and should provide the page number on which each item begins.

*iv.   EVALUATION REPORT SUMMARY*

- The report summary shall identify each of the following items:
  - Structure Number
  - Structure Name
  - Route Number
  - Inspection Date(s)
  - Previous Inspection Date(s)
  - Consultants Name
  - Bridge Structure Type
  - Number of Substructure Components Inspected (Abutments/Piers/Retaining Walls)
  - Inspection Technique(s)
  - Equipment Used
  - Water Flow Velocity
  - Soil Type in the river and at each substructure unit

- The evaluation report summary shall provide both general data as well as brief description of findings of the inspection. This section shall include a paragraph for each major component or item included in the underwater inspection and should state their overall condition based on the inspection followed by a list of any significant defects, deterioration, or distress.
- The FHWA codes and descriptions for general condition ratings, as provided in their “Recording and Coding Guide”, should be followed in describing the overall condition of the components. Photographs should be referenced to the appropriate condition or defect which they illustrate. Reference to the contour maps and profiles should be included.
- Streambed Inspection
  - The evaluation report summary shall provide findings of the streambed inspection around the substructure unit as to type of material, evidence of scour, condition of existing scour protection, debris, etc.
- PA Observed Scour Assessment
  - The evaluation report summary shall include the PA Observed Scour Assessment and Rating in accordance Pub 100A, item IN03. The inspection team shall provide back-up notations supporting their coding for the following:
    1. Item IN04 – Change Since Last Inspection
    2. Item IN05 – Scour Hole
    3. Item IN12 – OSA Pier/Abutment Foundation Type
    4. Item IN13 – PA Foundation Type
    5. Item IN14 – OSA Foundation Type
    6. Item IN15 – Streambed Material
    7. Item IN19 – Movement Indicator.
  - Presentation of the coding shall be provided in tabular format similar to previous assessment. A standardized table is provided below in the Reporting section of this RFP. The bridge foundation types, and previous Observed Scour Assessment will be made available for use by the inspection team.
  - The evaluation summary shall include a verification of previous reported conditions and a summary of the current field conditions.

v. *EVALUATION REPORT CONCLUSIONS AND RECOMMENDATIONS*

Provide a written report using explicit and consistent terminology and language covering the factors relevant to the condition of the substructure, such as:

1. Detail general condition as revealed by the field inspection; past, present and potential flooding conditions, if relevant; history of repairs; and all other features which may affect the service life of the substructure.
2. Provide detailed descriptions of the inspection. Such details shall be referenced and shown on the drawings. Sketches should be such that aggradation and degradation of material around piers can be readily identified during subsequent inspections.
3. Compare channel cross-sections with those obtained in previous inspections and significant stream changes shall be identified.
4. Provide recommendations as to: need for minor repairs; need for major repairs; scheduling of repairs; anticipated useful life of the substructure; recommended intervals for future inspections; and any other recommendations which may be pertinent to the perpetual safety of the structure, such as scour computations, and substructure analysis.
5. When repairs are recommended, estimate quantities and cost of the repairs. Prioritize these repairs.
6. Highlight critical deficiencies and/or other important findings on a separate sheet(s).
7. Sign and seal the report by a Professional Engineer licensed in Pennsylvania.
  - The evaluation report conclusion and recommendation shall include but not be limited to the following features:
    - An overall statement on the physical conditions of the substructure elements.
    - A statement on scour at the bridge related to the condition of countermeasures, exposed footings, scour holes, aggradation, degradation, and lateral movement of the channel.
    - A brief description of significant changes to the underwater portion of the structure or channel bed since the previous inspection which could also include repairs made. If no changes are present, a statement to that effect should also be included.
    - A description of the above MHW line condition of each substructure element.

- A list of specific recommendations for repairs including location, quantity, and recommended method of repair. Repairs should be listed in order priority.
- A recommendation regarding the interval and inspection type for the next underwater inspection and any areas which may require additional in-depth inspection or cleaning.

vi. REPAIR WORK COST ESTIMATES

- The Consultant should prepare cost estimates for the work required to repair identified damage to the substructure unit. The estimates for the repair work should include costs for design (assume 10% of the construction cost), construction, and construction management (assume 10% of the construction cost). This information will be used for purposed of updating the Commission's Capital Program.

vii. DRAWINGS

Prepare sufficient drawings to document the condition of the substructure units and stream.

- Drawings provided should include:
  - **Plan View:** The plan view should indicate direction of flow, channel flow alignment, and typical average up and downstream water depths. Typical average up and downstream water depths should be measured from 200 FT and 500 FT upstream and downstream. Significant features directly observable but beyond 500' from the bridge should be included. Any areas of significant scour outside of the limits of the substructure contouring should be indicated on this drawing.
    1. This is a plan with accurate elevation and contours of the streambed. The plan should include stream bottom data on a minimum of five (5) foot grid around each pier to extend beyond the scour hole but in no case less than twenty-five (25) feet beyond the footing/encasement/apron area. Estimate flow velocities and direction of flow relative to the foundation structure. Note all turbulence and unusual flow conditions.
  - **Streambed Cross Sections:** A cross section view along the upstream and downstream fascia of each bridge, plus along the centerline for bridges with four (4) or more lanes. The cross-section views should indicate:
    1. Top-of-bank to top-of-bank channel section, geometry of principal bridge opening up to the anticipated high-water elevation, foundation material, streambed material, footings, portions of

substructure units (which are underwater), structural countermeasures at the bridge, areas of bed or bank scour, discernible high-water marks at the bridge, water level at the time of inspection (measured to the permanent benchmark). The cross sections may be sounded from the water surface.

2. Waterway surroundings information on these drawings should be referenced to a **permanent benchmark**. Permanent benchmark should be the same as previous inspection reports unless the Consultant can justify reasoning to utilize a new permanent benchmark. Cross sections should be compared to the previous underwater inspection.

- **Plan and elevations of substructures depicting findings of underwater inspection including details of section loss due to deterioration or damage.**
- **Plan of unusual structural elements unless documents by photographs**

viii. **PHOTOGRAPHS**

Photos should be sufficiently clear, adequately dimensioned, and are properly identified and indexed. If photos do not meet requirements, they should be properly supplemented by detailed sketches.

- Provide elevation photos of the upstream and the downstream sides of the bridge.
- Provide a general elevation photo of each substructure unit inspected.
- Provide photographs of defects and observations for each bridge in support of the text, as practical.

Provide sketches of observations and findings as needed to support text.

- Color prints shall be included in each copy of the FINAL Report. These photos and all additional photographs taken during the underwater inspection should be provided in digital format on USB Thumb Drive as an Appendix to the Report and referenced appropriately.

ix. **SCOUR CRITICAL BRIDGE INDICATOR (APPENDIX)**

The Under Water Inspection Report for each bridge shall have a stand-alone appendix reporting the PA Observed Scour Assessment findings.

Determine the Scour Critical Bridge Indicator per Pub 100A, item 4A08.



The previous assessment will be provided for comparison and update as needed.

This section shall include the following:

- A clear description of the foundation type for the piers and abutments
- The completed Observed Scour Rating Determination Table (provided Below).
- A summary paragraph justifying the assigned Scour Critical Bridge Indicator for each substructure Unit.
- A summary paragraph justifying the overall Scour Critical Bridge Indicator for the bridge.

[illegible]

x. **INSPECTION NOTES (APPENDIX)**

- Inspection records, such as field notes, water depth soundings and field sketches shall be provided as an Appendix to the Report.

The draft and final report submissions are to be accompanied by a Quality Assurance Form (**Attachment VI**) that indicate that the Consultant has implemented QA/QC procedures in the development of the submission. Final reports shall be submitted in PDF, along with electronic files (MS Word, MS Excel, Executable analysis file, etc.). All PDF submissions shall be bookmarked, indexed and searchable.

**Task D. Bridge Management System Reporting**

The Consultant will be responsible for coordinating input of the results of the underwater inspections into PennDOT's Bridge Management System, at each facility, with the Commission's General Engineering Consultant (GEC), Pickering, Corts & Summerson. Close collaboration with the Commission will be required prior to and during the entry of data into the BMS.

**SCHEDULE**

All field work associated with the underwater inspection efforts must be completed no later than October 1, 2026. All efforts associated with this contract, including submission of the final reports and other deliverables, plus the entry of the data into PennDOT's BMS, must be completed no later than November 30, 2026.

**DELIVERABLES**

1. DRAFT Report (A **bookmarked** electronic PDF file)
2. DRAFT Final Report (A **bookmarked** electronic PDF file)
3. Final Report ( A **bookmarked** electronic PDF file plus working files)
4. Program Cost Estimate for Remediation
5. Entry of BMS data, including Bridge Element updates (via coordination with Commission and Commission's General Engineering Consultant)

**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

A Letter of Transmittal that includes the business name, address, business type (e.g., corporation, partnership, joint venture), or anticipated business type for the Prime Consultant. The Letter of Transmittal is to include the address of the office where the services work will be performed. The letter should identify the primary contact person for this RFP procurement process and include the address, telephone 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 and organizations that provide major direct cost services 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 Michael McCandless, P.E., Program Manager - Structures.**

2. Technical Proposal [not to exceed five (5) single-sided, letter-sized (8 1/2" 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.
- ii. Include an affirmative statement committing to meeting the intent of the Commission's Contract Compliance Program; and indicating the total percentage of Identified Business Enterprises (IBEs) consultants that the Consultant intends to utilize on this project.

- iii. The Consultant must include in this section an Affirmative Statement accepting the Terms and Conditions of the Sample Standard Commission Consultant Agreement and provide a sample “Certificate of Insurance” indicating that it can meet all the insurance requirements as shown in **Attachments II** of the RFP. Exceptions are discouraged. However, exceptions, if any, taken to these requirements must be described in this section.
- b) **Management Approach to the Project.** Describe the methodology that will be used by Key Personnel to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to ensure the Commission’s goal to complete the Scope of Services within the timeframes described above after receipt of the Notice of Award/Limited Notice to Proceed. The Approach to the Project, should include a discussion of the Consultant’s means to maintain budget, maintain the required schedule, and deliver a quality finished Project.
- c) **Detailed Work Plan** (not included in the five (5) page Proposal limitation cited above) providing sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete the Scope of Services described herein.

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

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

Subconsultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each subconsultant Project Manager.

- f) **Ability to adhere to Commission’s project schedule and budget.** The Consultant shall provide a “high level” Microsoft Project Schedule tied to its Detailed Work Program indicating how the Consultant intends to meet the Commission’s goal for the completion of the project. The Consultant must also provide a “schedule narrative” describing the activities that are on the critical path and the contingency planning that the Consultant intends to undertake to minimize schedule slippages. The narrative is included in the five (5) page Proposal limitation cited above. However, the Microsoft Project Schedule which can be

submitted on 11"x17" paper is not included in the five (5) 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 five (5) page Proposal limitation cited above).
4. One (1) single-sided page resume each, for up to five (5) key project personnel, stating relevant experience including dates of specific relevant assignments and professional qualifications. Resumes for the Prime Consultant's Project Manager and all the subconsultant's Project Managers are limited to two (2) single-sided pages (Resumes are not included in the five (5) page Proposal limitation cited above).
5. Completed Schedule A - Hourly Breakdown of Work Program (**Attachment VII**) showing the hours estimated to complete the work. Provide a Schedule A for the Prime Consultant, each subconsultant and a summary for the Consultant Team (Schedule A's are not included in the five (5) page Proposal limitation cited above).
6. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** (not included in the five (5) page Proposal limitation cited above).
7. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only and not included in the five (5) 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 five (5) page Proposal limitation cited above).
9. Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted (Completed IBE Participation Forms are not included in the five (5) page limit of the Proposal narrative cited above).
10. A description of the technical disciplines for which the Prime Consultant and each proposed subconsultant is pre-qualified by PENNDOT and/or NJDOT (not included in the five (5) page Proposal limitation cited above).

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

**Fee Proposal**

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

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

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

No expenses or costs shall be billed unless specifically included in this Fee Proposal.

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

2. To evaluate the basis for the proposed not-to-exceed Fee, the Consultant will provide a cost proposal in the forms provided in Schedule B1 - Fee Proposal (**Attachment VIII**) and Schedule B2 - Fee Summary (**Attachment IX**). Provide Schedule B1 - Fee Proposal and Schedule B2 - Fee Summary for the Prime Consultant and each subconsultant as well as Schedule B2 - Fee Summary for the Consultant team. Task D – Unforeseen Services total should not be broken down into equivalent job hours, but should remain as the dollar figure in the fee proposal.
3. The Prime Consultant will be reimbursed for the actual billings by all subconsultants. Mark-ups will not be permitted on subconsultant costs.
4. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a monthly invoice for approval by the Commission. The invoice will be required to include a Progress Schedule indicating percent spent to date and physical percent complete for each of the major tasks listed in the Detailed Work Plan and for the project as a whole. The invoice will be required to also include a narrative as follows: (1) Work performed during the billing period; (2) Short-term Work Plan; (3) Scope Modification/Project Issues; and (4) Schedule Adherence/Contingency Planning.

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

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

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

### **PROPOSAL SCHEDULE**

The Commission's Proposal Schedule is as follows:

<b><u>Proposal Schedule</u></b>	<b><u>Date</u></b>
Issue RFP	Tuesday, December 23, 2025
Pre-Proposal Submission Meeting	Monday, January 5, 2026, 10:00 AM
Closing Date for Submittal of Inquiries	Friday, January 23, 2026, 4:00PM
Responses to Inquiries	Monday, January 26, 2026, 4:00PM
<b>Closing Date for Proposal Submission – Submittal of Technical Proposal and Fee Proposal</b>	<b>Monday, February 2, 2026, by 3:00 pm</b>
Oral Presentations (if required)	Friday, February 27, 2026
Authorization to Negotiate	Monday, March 23, 2026
Anticipated Award / Limited Notice to Proceed	Tuesday, April 28, 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 Proposals and Fee Proposals must be delivered to the Commission electronically in separate bookmarked and searchable PDF files, prior to the time and date specified.
4. The Technical Proposal will be evaluated using the rating criteria listed below.

**Rating Criteria**

- Understanding of the Project and Commission Needs
  - Approach to the Project
  - Detailed Work Plan
  - Experience on Similar Projects
  - Experience and Credentials of the Project Team
  - IBE Participation
5. Following the evaluation of the Technical Proposal one (1) or more Consultants may be required to make an Oral Presentation to a Technical Evaluation Committee (TEC). Oral Presentations will be up to one-hour in length: twenty (20) minutes for the Consultant's Presentation and thirty (30) minutes for Questions and Answers. The Oral Presentations will be held at the Commission's Administration Building Facility located in New Hope, Pennsylvania or Yardley, Pennsylvania on the date indicated in the Proposal Schedule. The location and time for each Consultant's Presentation will be announced after the Proposals have been received.

The Oral Presentations will be evaluated using the rating criteria listed below:

**Rating Criteria**

- Did the team display an understanding of the objectives and the work plan? Did they demonstrate the technical skills / past experience to meet the Commission's schedule? Did the team demonstrate the ability to provide an effective, practical approach to the project?
  - Did the PM demonstrate his/her ability to effectively manage the team, multiple activities, schedule and budget?
  - Did the team elaborate on their specific approach and methodology for the inspection and why that best meets the project needs?
  - Did the team demonstrate appropriate knowledge and experience with MPT and access?
  - Did the team demonstrate its ability to effectively work together and with the Commission Staff in a supportive manner?
  - Was the team effective/articulate in responding to questions raised by the Commission?
6. In the Overall Evaluation, the Technical Proposal will have a 60% weight and the Oral Presentations a 40% weight.
7. Following the evaluation of the Technical Proposals and Oral Presentations, the TEC reviews its evaluation with the Senior Selection Committee (SSC). The SSC reviews with the Commission their findings of the best qualified Consultant(s) to negotiate scope and fee. The Commission then identifies the best qualified Consultant(s) to negotiate scope and fee.



8. The Fee Proposal of the Consultant(s) selected by the Commission will then be opened. Thereafter, negotiations will be conducted with the top ranked Consultant(s). Upon completion of the scope and fee negotiations with the Consultant the TEC's findings will be reported to the SSC. The SSC will report its findings to the Commission. The Commission will identify the Consultant whose scope and fee are deemed to be in the best interests of the Commission.

If a negotiated agreement cannot be reached with the Consultant within a reasonable amount of time, the negotiations will be terminated and the same procedure will be set in motion with the next Consultant, and so on.

9. In making its selection, the Commission is not required to accept the lowest cost, and may at its sole discretion, reject any Technical Proposals, which are not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.
10. There will be no debriefings for unsuccessful responders to the Commission's RFP.
11. The IBE Participation Target for this project is 25%.

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

12. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the Commission's evaluation of your Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing the final Proposal.
13. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
14. Proposals must be submitted prior to the local time and date indicated in the **Proposal Schedule** and transmitted by email / file transfer to the Project Manager ([mmccandless@drjtbc.org](mailto:mmccandless@drjtbc.org)), with copy to the Assistant Chief Engineer ([sburke@drjtbc.org](mailto:sburke@drjtbc.org)), and the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). Due to email attachment size limitations, Proposals may be divided in parts and transmitted by way of multiple emails provided the emails and their corresponding attachments are labeled accordingly. The Commission does not accept emails larger than 35MB in size.
15. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334, on the date and time indicated in the **Proposal Schedule**.
16. Inquiries concerning this RFP are to be directed, in writing, by email to Michael McCandless,

Project Manager ([mmccandless@drjtbc.org](mailto:mmccandless@drjtbc.org)), with copy to the Assistant Chief Engineer ([sburke@drjtbc.org](mailto:sburke@drjtbc.org)), and the Chief Engineer ([kskeels@drjtbc.org](mailto:kskeels@drjtbc.org)). The inquiry deadline is indicated in the **Proposal Schedule**.

17. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's responsibility.
18. All Attachments (9 Total) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

**ORIGINAL SIGNED BY**

KEVIN M. SKEELS, P.E.

Chief Engineer

KMS/mem

ATTACHMENTS

TO

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. C-821A

PROFESSIONAL ENGINEERING SERVICES

FOR

2026 UNDERWATER INSPECTION OF THE TOLL AND TOLL SUPPORTED BRIDGES

**TABLE OF CONTENTS**

**ATTACHMENT**

**DESCRIPTION**

I	ADMINISTRATIVE AND CONTRACTUAL INFORMATION
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VI	QUALITY ASSURANCE FORM
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## **ATTACHMENT I**

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### **Signatures**

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

#### **Incurring Costs**

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

#### **News Releases**

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

#### **Addendum to RFP**

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

#### **Acceptance of Proposal**

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

#### **Rejection of Proposal**

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

#### **Insurance and Indemnification Requirements**

**Attachment II** contains the Commission's Insurance and Indemnification Requirements that will be incorporated into any Agreement that may be executed in the future with respect to the Project. The requirements set forth in the Commission's Insurance and Indemnification Requirements

shall be properly considered by the Consultant when preparing a response to this RFP and when submitting the completed certification required and in **Attachment III**.

Right to Audit

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

**ATTACHMENT II**

**CAPITAL PROGRAM CONSULTANTS**

**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

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

**INSURANCE:**

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

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

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

Bodily Injury by Accident:	\$100,000 each accident
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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-821A – 2026 Underwater Inspection of the Toll and Toll Supported Bridges. 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**



## SAMPLE CERTIFICATE



## 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.):
SAMPLE	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	*Per Project or Per Location must be checked			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	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

## CANCELLATION

Delaware River Joint Toll Bridge Commission  1199 Woodside Road  Yardley, PA 19067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE OF INSURANCE:**

**CHOOSE ONE:**

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

**Or**

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

**Or**

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

POLICY NUMBER: Must Match GL Policy Number on  
Certificate

COMMERCIAL GENERAL LIABILITY

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

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

OR

Any organization where required by written  
contract

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

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

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

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

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

**2. Exclusions**

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

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

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

POLICY NUMBER: Must Match GL Policy Number  
on Certificate

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

**ATTACHMENT III**

**INSURANCE AND INDEMNIFICATION CERTIFICATION FORM**

CONTRACT NO. C-821A

2026 UNDERWATER INSPECTION

OF THE

TOLL AND TOLL-SUPPORTED BRIDGES

---

(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-821A.

---

(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-821A

2026 UNDERWATER INSPECTION

OF THE

TOLL AND TOLL-SUPPORTED BRIDGES

---

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website [www.drjtbc.org](http://www.drjtbc.org) and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. C-821A.

---

(Date)

---

(Name and Title)

subscribed and sworn to

before me this \_\_\_\_\_

day of \_\_\_\_\_, 20 \_\_\_\_

---

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT V**

**SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT**

**2026 UNDERWATER INSPECTION  
OF THE  
TOLL AND TOLL SUPPORTED BRIDGES  
DRJTBC CONTRACT NO. C-821A**

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

**WITNESSETH:**

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

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

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

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

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

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



**ARTICLE I – WORK AND SERVICES**

**A. Subject and Scope of Services**

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

**B. Staff and Facilities**

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

**C. Supervision**

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

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

D. Confidentiality

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

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

A. Executive Director and/or his/her designee

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

**B. Consultant**

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

**C. Employee of Consultant**

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

**ARTICLE III – COMPENSATION OF CONSULTANT****A. Terms of Compensation**

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

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

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

**B. Periodic Statements**

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

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

**A. Assignment or Transfer of Contract**

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

**B. Subcontracts**

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

**ARTICLE V – LEGAL AND PUBLIC RELATIONS**

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

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

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

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

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

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

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

A. Work Change Orders

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

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

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

**ARTICLE VII – CONSULTANT’S INSURANCE**

**A. Consultant’s Insurance**

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

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

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

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

**B. Inspection by the Commission**

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



**ARTICLE IX – TERMINATION**

**A. Default of Consultant**

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

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

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

or may acquire an interest.

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

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

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

**ARTICLE X – SUCCESSORS OF THE PARTIES**

**A. Successors of Parties**

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

**ARTICLE XI – DEFINITIONS**

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

**ARTICLE XII – MISCELLANEOUS**

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

If to the Commission:

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

If a legal matter copies to:

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 or the Commonwealth of Pennsylvania, and the United States for the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.
- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.
- E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

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

DELAWARE RIVER JOINT TOLL BRIDGE  
COMMISSION:

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Executive Director

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Joseph J. Resta

Print

CONSULTANT:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Attachments:

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

Exhibits:

- A. Insurance Requirements.

**ATTACHMENT VI**

**QUALITY ASSURANCE FORM**

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

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

**Project Name:** 2026 Underwater Inspection of the Toll and Toll Supported Bridges

**Client's Project Number:** C-821A **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
		SUB-TOTAL HOURS	0
		SUB-TOTAL HOURS PART I	0
II		Inspection , Findings and Evaluation	
II	A	Review of Existing Information	
	a)	Project Research	0
		SUB-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
<b>I</b>		<b>General Activities of the Consultant</b>								
<b>I</b>	<b>A</b>	<b>Project Management</b>								
	a)	Manage the Project								0
	b)	Administer the Project								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>								
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>I</b>	<b>B</b>	<b>Project Specific Quality Assurance Plan</b>								
	a)	Project Specific Quality Assurance Plan								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>I</b>	<b>C</b>	<b>Coordination and Meetings</b>								
	a)	Commission Coordination								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>SUB-TOTAL HOURS - PART I</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate) - Part I</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART I</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>II</b>		<b>Inspection, Findings and Evaluation</b>								
<b>II</b>	<b>A</b>	<b>Review of Existing Information</b>								
	a)	Project Research								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**ATTACHMENT VIII (CONTINUED)**

**SCHEDULE B1 - FEE PROPOSAL**

<b>II</b>	<b>B</b>	<b>Underwater Inspections</b>								
	a)	Perform Underwater Inspections of the Bridges								0
	b)	Access and MPT								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>II</b>	<b>C</b>	<b>Underwater Inspection Report</b>								
	a)	Underwater Inspection Report								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>II</b>	<b>D</b>	<b>Bridge Management System Reporting</b>								
	a)	Bridge Management System Reporting								0
		<b>SUB-TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		<b>SUB-TOTAL HOURS - PART II</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate) - Part II</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>SUB-TOTAL DIRECT LABOR - PART II</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		<b>TOTAL HOURS</b>	0	0	0	0	0	0	0	0
		<b>AVERAGE RATE (Composite Rate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>TOTAL DIRECT LABOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

**ATTACHMENT IX**

**SCHEDULE B2 - FEE SUMMARY**

<b><u>LABOR EXPENSES</u></b>									
Total Direct Labor							\$	0.00	
Overhead @ _____ %							+	\$ 0.00	
Total Direct Labor + Overhead							\$	0.00	
Fee @ 10 %							+	\$ 0.00	
Total Labor Expenses							\$	0.00	
<b><u>OTHER DIRECT EXPENSES</u></b>									
Unforeseen Services -							\$	100,000.00	
Total Other Direct Expenses							\$	100,000.00	
<b><u>SUB-CONSULTANT EXPENSES</u></b>									
Subconsultant A -							\$	0.00	
Subconsultant B -							\$	0.00	
Subconsultant C -							\$	0.00	
Subconsultant D -							\$	0.00	
Subconsultant E -							+	\$ 0.00	
Total Sub-Consultant Expenses							\$	0.00	
<b><u>OUT-OF-POCKET EXPENSES</u></b>									
Mileage - _____ per mile @ _____ Miles							\$	0.00	
Tolls - _____ per toll @ _____ Tolls							\$	0.00	
Copying - _____ per copy @ _____ Copies							\$	0.00	
Color Xerox - _____ per copy @ _____ Copies							\$	0.00	
Plan Reproduction - _____ per copy @ _____ Copies							\$	0.00	
Postage - _____ per item @ _____ Items							\$	0.00	
Expedited Postage - _____ per item @ _____ Items							\$	0.00	
Film Developing - _____ per roll @ _____ Rolls							\$	0.00	
Other - _____							\$	0.00	
Other - _____							\$	0.00	
Other - _____							\$	0.00	
Other - _____							\$	0.00	
Other - _____							\$	0.00	
Other - _____							\$	0.00	
Total Out-of-Pocket Expenses							\$	0.00	
TOTAL NOT-TO-EXCEED FEE							\$	100,000.00	