



“Preserving Our Past, Enhancing Our Future”

March 26, 2026

To: All Consultants

Re: Request for Proposals (RFP)
Professional Engineering Services
Capital Program Management Consultant (CPMC) Services
DRJTBC Contract No. C-825A

The Delaware River Joint Toll Bridge Commission (the “Commission”) invites proposals from Consultants for professional consulting services for the following:

- A. CPMC Management Services,
- B. General Capital Program Management Consultant (CPMC) Services,
- C. Job Order Contracting (JOC) Program Services,
- D. All-Electronic Tolling (AET) Conversion Program Management Services, and
- E. Washington Crossing Bridge Alternatives Analysis (WCBA) Support Services

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

The term “sub-consultant” and its variations (e.g., “sub-consultants”) shall mean sub-consultant(s) to the prime consultant that the sub-consultant will enter into a contract to perform the services required in this RFP.

The term “Approve” and its variations (e.g., “Approval”) when capitalized refer to the Commission’s acceptance for its own internal purposes. The Commission’s Approval shall not be construed to mean the Commission’s endorsement or assumption of liability, nor shall it be construed to mean the Commission's endorsement or final acceptance of the work. 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 term “Agreement” and “Contract” may be used interchangeably.

This solicitation for a proposal (“RFP”) is for tasks assigned on an as-needed basis to assist the Commission in continuing its Capital Improvement Program within the Commission’s jurisdiction, from the Philadelphia-Bucks County line in the south to the New Jersey-New York State line in the north, a distance of approximately 140 miles as part of this contract.

The services for this agreement are requested for a three (3) year term. The not-to-exceed dollar amount

for this three (3) year Agreement will be \$5,000,000.00. This agreement also includes an option for up to two(2) additional one(1) year extensions. These options will be exercised at the discretion of the Commission for an amount to be negotiated with the Consultant. Nothing contained herein is intended to provide a guarantee to the Consultant that the specified not-to-exceed will be utilized during the term of this Agreement. The Commission reserves the option to extend/decrease the contract duration and/or increase/decrease the maximum dollar amount.

The Consultant will be provided office space at the Commission's Trenton – Morrisville Operations Building in Morrisville, Pennsylvania or the Scudder Falls Administration Building in Lower Makefield Township, Pennsylvania. The office space will be provided for the Full-Time as described in the Staffing portion of the Scope of Service, along with office equipment including reliable internet, phone system, multifunction printer/scanner/copier, computer, desk, chair, and core supplies.

The intent of this RFP is for the Commission to select a Prime Consultant, based on their proposal submission and in accordance with the Task Order/Term Agreement process outlined in the Procurement Process Guidelines for Professional Services Consultants for the Commission's Capital Program. A copy of the guidelines is available at http://www.drjtbc.org/wp-content/uploads/Procurement_Guidelines_July_2017.pdf Individual tasks will be assigned to the Consultant on a task order basis after receipt and approval of a Proposal from the Consultant for each task specifically requested and outlined in the Problem Statement by the Commission.

The Consultant submitting a proposal must submit documentation verifying that it is pre-qualified as of the date of the proposal submission to do business with the State of New Jersey and Commonwealth of Pennsylvania. The Consultants responding to this RFP which can provide a committed full-time staff as required to perform the services described herein are encouraged to submit a Proposal. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (Attachment I) of this RFP. The Consultant responding to this RFP shall demonstrate in their proposal, as a minimum, their ability to perform the scope of services required for this Project within staff, budget, and schedule parameters and in a manner consistent with industry Quality Assurance/Quality Control ("QA/QC") standards. Prior successful completion of projects similar in scope and magnitude is essential ("Similar Projects").

The proposal shall demonstrate meeting collective program and project management experience, including meeting the requirements similar to that of the PENNDOT prequalification categories of Program Management, Project Controls, Bridge Inspection, Bridge Design, Bridge Rehabilitation Design, Cultural Resource, Design Support Services, Environmental Mitigation Plans, Environmental Studies, Field Surveying, Geotechnical Investigation, Photogrammetric, Roadway Design, Structure Design, Traffic Engineering, and Utility Location/Designation, or equivalent NJDOT prequalification categories' experience. Also, all consultants and/or sub-consultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing, including experience with All Electronic Tolling implementation, understanding of electronic toll systems and back offices, as well as the E-ZPass Interagency Group.

Consultants are not required to be prequalified by PENNDOT or NJDOT in the aforementioned disciplines, however, are requested to submit current PENNDOT or NJDOT certificates in these technical disciplines if available.

The prime consultant shall be precluded from responding to other Commission solicitations for professional services as a prime consultant during the term of this Agreement. Should the CPMC prime

consultant choose to participate as a sub-consultant on other Commission solicitations for professional services, the firm must provide, as part of such solicitation, its approach to avoid any conflicts of interest in carrying out its primary duties and responsibilities as the Commission's CPMC.

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

Identified Business Enterprise (IBE) Participation

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

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

Professional Services

Nicholas Haynes
Contract Compliance Director
1199 Woodside Road
Yardley, PA 19067
(267) 394-6562 (office)
nhaynes@drjtb.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 20 bridge crossings over the Delaware River and 40 approach structures from Morrisville, Pennsylvania on the south to Milford, Pennsylvania approximately 140 miles to the north. Of the main river crossings, eight (8) are Toll Bridges and the remaining 12 are "Toll Supported Bridges" (tolls are not collected on these bridges). Two (2) of the 12 toll supported bridges are pedestrian bridges. The Commission's responsibilities include the maintenance and operation of all non-railroad bridges over the Delaware River in its jurisdiction, with the following exceptions: - the Dingman's Ferry Bridge north of the Delaware Water Gap, the New Jersey-Pennsylvania Turnpike Bridge and the Burlington-Bristol Toll Bridge.

The eight (8) Toll Bridge (TB) facilities and corresponding number of structures are:

- 1) Trenton – Morrisville Toll Bridge and twelve (12) approach structures
- 2) Scudder Falls Toll Bridge (twin structures) and seven (7) approach structures
- 3) New Hope – Lambertville Toll Bridge and two (2) approach structures
- 4) Interstate 78 Toll Bridge (twin structures) and eleven (11) approach structures
- 5) Easton – Phillipsburg Toll Bridge and four (4) approach structures plus one (1) pedestrian tunnel
- 6) Portland – Columbia Toll Bridge and two (2) approach structures
- 7) Delaware Water Gap Toll Bridge (twin structures)
- 8) Milford – Montague Toll Bridge

The twelve (12) Toll-Supported Bridge (TSB) facilities and corresponding number of structures are:

- 1) Lower Trenton Toll-Supported Bridge
- 2) Calhoun Street Toll-Supported Bridge

- 3) Washington Crossing Toll-Supported Bridge
- 4) New Hope – Lambertville Toll-Supported Bridge
- 5) Centre Bridge – Stockton Toll-Supported Bridge and one (1) approach structure
- 6) Lumberville – Raven Rock Toll-Supported Pedestrian Bridge
- 7) Uhlerstown – Frenchtown Toll-Supported Bridge
- 8) Upper Black Eddy – Milford Toll-Supported Bridge
- 9) Riegelsville Toll-Supported Bridge
- 10) Easton – Phillipsburg (Northampton Street) Toll-Supported Bridge
- 11) Riverton – Belvidere Toll-Supported Bridge
- 12) Portland – Columbia Toll-Supported Pedestrian Bridge

In addition to the main river crossing bridges, there are approach spans and/or bridges and associated highway and ramp approaches as well as administration/operation buildings, maintenance shops and garages and tolling facilities.

Available for review at the Commission’s Scudder Falls Toll Bridge Administration Building are internal documents containing general information of the Commission’s facilities identified above, entitled “General Information on Non-Toll Bridges” and “General Information on Toll Bridges”. These documents include general information on the bridges, buildings, shops, and garages at the respective facilities.

SCOPE OF SERVICES

The Commission is undertaking an ambitious Capital Improvement Program in excess of \$1.1 billion over the next ten (10) years. To continue to move this program forward, the CPMC will be required to provide program and project management staff in the following areas, including but not limited to system preservation, system management, system security and system enhancement.

The CPMC will provide over a thirty-six (36) month term, a dedicated core staff of Project Managers, and other staff resources, as needed to support the Chief Engineer in managing and delivering the Commission’s Capital Improvement Program. Full time staff must be dedicated to the CPMC project for a minimum period of twelve (12) months. The Consultant shall not reassign core staff members without approval of the Commission.

It is the intent of the Commission to balance the use of the CPMC staff over the 3-year term of this agreement. As workloads fluctuate, CPMC full-time staff will be assigned other work beyond their initially-envisioned Program and Project Management responsibilities. The intent is to create a flexible consultant team that can respond quickly to a wide variety of assignments across the Commission. Other Staff Resources will be used on an as-needed basis in the execution of the Commission’s Capital Program.

STAFFING

The Consultant’s anticipated staffing for this Project is as follows:

An asterisk (*) denotes office accommodations will be provided as described within this RFP.

- A. CPMC Management Staff:**
 - a. Program Director (Full Time)*
 - b. Program Control Specialist / Scheduler (Part-Time)

- B. Office Administrator (Part-Time) General Capital Program Management Consultant (CPMC) Staff:**
 - a. Three (3) Dedicated Full Time Equivalent (FTE) Project Managers*

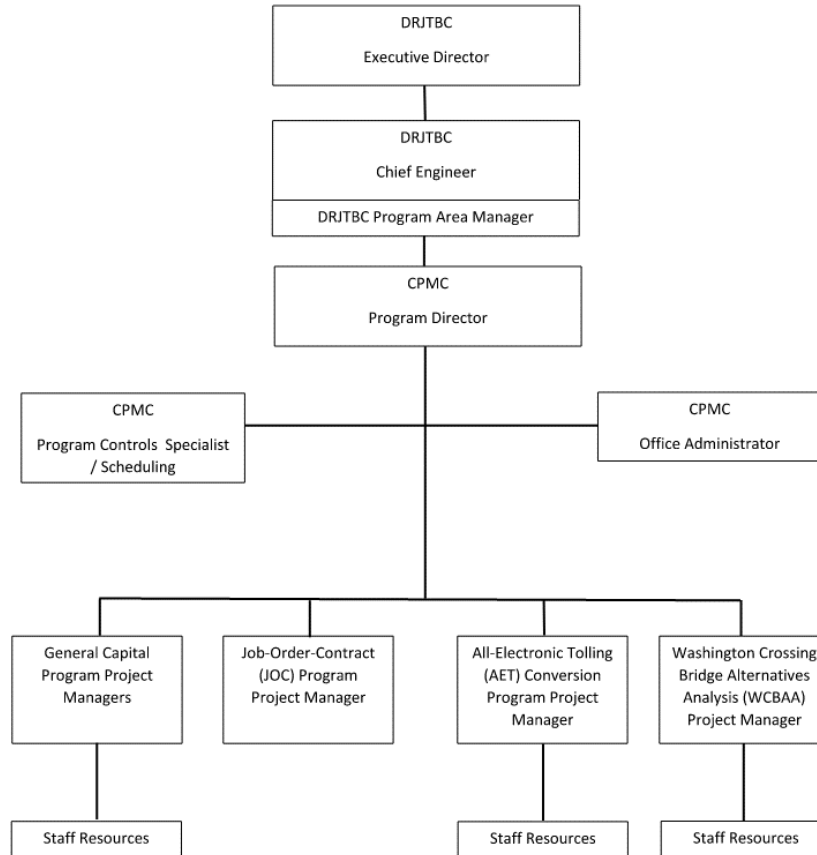
- C. Job Order Contracting (JOC) Program Services Staff:**
 - a. One (1) FTE Project Manager*

- D. All-Electronic Tolling (AET) Conversion Program Management Staff:**
 - a. One (1) FTE Project Manager*

- E. Washington Crossing Bridge Alternatives Analysis (WCBAA) Support Services Staff:**
 - a. One (1) Part-Time Project Manager (assume 0.5 FTE included in the 3 FTEs listed under the General Capital Program Management Consultant (CPMC) Staff listed above)*

The CPMC will provide Full-Time staff as detailed in this RFP who will utilize office space accommodations provided and furnished by the Commission. The office space shall be within the Commission's Scudder Falls Administration Building or the Trenton-Morrisville Operation Building. The Commission will provide sufficient space to house one (1) Project Director and five (5) CPMC staff members and provide space for other staff resources (as required). Office supplies and computer equipment for the office spaces will be provided by the Commission.

The below Reporting Relationships Chart depicts the reporting relationship of the DRJTBC and CPMC staff in execution of the Commission's Capital Program.



A. CPMC MANAGEMENT SERVICES

The services will include, but not be limited to:

- Program Director (Full Time)
- Program Controls Specialist/Scheduler (Part Time)
- Office Administrator (Part Time)

The duties and responsibilities of the:

Program Director – The Program Director shall report directly to the Chief Engineer or their designee. This position shall supervise and coordinate the activities of the CPMC staff. The Program Director shall be experienced in program management and have the ability to provide technical expertise in the area of project delivery methods and procedures for large, complex, innovative infrastructure projects.

The Program Director shall be the single point of contact for all matters relating to this contract. This person shall be authorized to submit proposals and negotiate the cost for any and all modifications to this Agreement. The Program Director must have a minimum of 15 years’ experience and must be a licensed professional engineer in the Commonwealth of Pennsylvania and/or the State of New Jersey.

Program Controls Specialist/Scheduler – Experienced in the development and use of project design and construction schedules, document control systems and other software applications used in the tracking, monitoring and control of multiple capital improvement program projects. The Specialist/Scheduler shall have a minimum of five (5) years project control specialist/scheduler experience.

Office Administrator – The Office Administrator will coordinate activities with the Program Director and establish a means of coordinating with and reporting the CPMC activities to the Commission. This position will prepare monthly progress reports for the Program Director to be included with monthly invoices within 15 business days after the invoice period end date. The Office Administrator will provide the necessary administrative support services to meet the needs of the CPMC program staff.

C. GENERAL CAPITAL PROGRAM MANAGEMENT CONSULTANT SERVICES (“General CPMC”)

The services will include, but not be limited to the dedication of up to three (3) full-time General CPMC staff who will utilize office space accommodations provided and furnished by the Commission as described in this RFP. For the purposes of this proposal, the Consultant shall assume providing 2.5 full time equivalents (FTEs) assigned to this General CPMC task along with providing 0.5 FTE assigned to the JOC CPMC per Task C below, for the total of three (3) dedicated General CPMC staff listed above. The selected firm must possess sufficient staff resources with the experience and capabilities to perform the necessary tasks.

Members of the proposed core staff must be assigned full time to the CPMC project for a minimum period of twelve (12) months. The Consultant shall not reassign core staff members without the approval of the Commission.

The services of the Consultant shall be provided on an ongoing basis throughout the term of the Agreement. The CPMC must be capable of providing a multitude of services for the orderly development of the Commission’s Capital Program which shall include, but not be limited to the following: program and project management, engineering support, professional services contract support, development and review of design documents and construction schedules, program and project budget development and assessment, technology assessment for security and surveillance systems, electronic toll collection systems, video enforcement systems and ITS control systems, utility coordination, and methods for ROW, easements and other forms of property taking and tracking of the same. The CPMC services shall be in accordance with the attached Standard Commission Consultant Agreement (**Attachment V**) and Insurance and Indemnification Requirements (**Attachment II**).

As workloads fluctuate, CPMC full-time staff will be assigned other work beyond their initially-envisioned Project Management responsibilities. In addition, when in the best interest of the Commission, and only on an as-needed basis to move the program forward, the CPMC may be asked to provide project-specific design or construction management services through Task Order assignments. A Task Order Assignment Agreement sample is provided in **Attachment VIII**. When the as-needed services of the Consultant are desired, the Commission will provide the Consultant with a request-for-proposal letter, an accompanying Problem Statement outlining the desired Task Order assignment services needed, and a Task Order Assignment Agreement form.

General Activities of the CPMC

1. *Coordination with the Commission*

The CPMC will coordinate all its activities with Commission's Chief Engineer throughout the course of this assignment. Early on, the CPMC will establish a means of coordinating with, and reporting its activities to, the Commission's Chief Engineer to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting each month, at the Commission's headquarters, will be required. The CPMC will prepare minutes of all meetings and submit them to the Commission for review and comment within five (5) working days

The CPMC will be responsible to prepare and submit monthly progress reports indicating an actual progress percentage per task, weighted percent complete per task, and percent complete for all individual tasks and the overall program, based on hours spent per task in a format established by the Commission. These progress reports shall be submitted along with the CPMC's monthly invoices. The CPMC shall submit these invoices within 15 business days after the invoice period end date.

2. *Other Agency Coordination*

The CPMC's efforts may require coordination with various federal, state, or local agencies deemed to have jurisdiction over the specific work involved. The CPMC may be required to contact and meet with representatives of such agencies to review and determine all necessary project requirements and permits for any work developed under the Capital Program. The Commission shall be informed of all meetings scheduled with other agencies, government officials, and/or groups in advance of the proposed meeting date so that Commission personnel can attend if necessary. The CPMC will prepare minutes of all meetings and submit them to the Commission for review and comment within five (5) working days of the meeting.

3. *Project Specific Quality Control Plan*

Within 30 calendar days after the Notice to Proceed, the CPMC shall submit a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review. The CPMC's PSQAP shall be a written description of its intended actions to verify that a high-quality service is being furnished to the Commission by the various Consultants/Contractors under contract to the Commission to implement portions of the Capital Program.

The CPMC shall also indicate what steps it shall take to avoid any conflicts of interest in carrying out its primary duties and responsibilities as the Commission's CPMC when performing individual Task Order Assignments.

CPMC Program Management Activities

The core full time staff provided by the CPMC shall be skilled and knowledgeable in the following areas:

- Civil – Extensive experience in managing the study and design phases of a variety of transportation facility projects including the coordination of consultants, permitting agencies, and stakeholders. Must have a minimum of 10 years experienced in roadway/civil/drainage disciplines and be a licensed professional engineer in PA and/or NJ.
- Bridge – Extensive experience in managing the study and design phases of a variety bridge/structural projects including the coordination of consultants, permitting agencies, and stakeholders. Must have a minimum of 10 years experienced in

inspection, analysis, and design of complex bridges and be a licensed professional engineer in PA and/or NJ.

- Construction Manager – Extensive experience required as a resident engineer and in performing constructability, schedule, and bid reviews and analysis. Must have a minimum of 10 years of experience on construction management and construction inspection projects.
- Traffic / ITS – Experienced in traffic engineering, transportation planning, electronic toll collection and open road tolling systems and intelligent transportation systems planning and design of same. Must have a minimum of 10 years of experience.
- Buildings/Facilities – Experienced in managing the study and design phases of buildings and facilities projects including coordination of multiple engineering disciplines and building trades along with life safety and building code compliance and ADA compliance. Must have a minimum of 10 years of experience.

Technical areas and/or activities where the CPMC’s full-time core staff will provide oversight will include, but not be limited to, the areas described below in Items 1 and 2. The CPMC’s core staff must preferably be knowledgeable and experienced in the listed areas or must through the CPMC’s firm resources or through sub-consultants have access to readily available staff to supplement and augment the core staff’s knowledge and experience in these areas.

The CPMC is encouraged to provide a core staff that is skilled and experienced in all task areas listed above and below. However, when needed, other CPMC in-house staff or sub-consultants may be utilized to augment and supplement the normal skills and capabilities of the CPMC’s core staff. All CPMC in-house staff and/or sub-consultants must demonstrate the required experience and expertise related to the work the CPMC intends they perform. The use of other in-house CPMC staff and/or sub-consultants to perform any of the core CPMC’s work must be pre-approved on a case-by-case basis by the Commission.

D. Program Management

- a) Planning / Conceptual Phase
 - i. Feasibility Studies
 - ii. Project Delivery Method Assessment
 - iii. Cost Estimating
 - iv. Program/Project Definition
 - v. Initial Budget Development
 - vi. Program Schedule
 - vii. Permitting
- b) Design Phase
 - i. Designer Selection & Contracting
 - ii. Designer Selection & Contracting
 - iii. Community Meetings & Outreach
 - iv. Budget Establishment
 - v. Construction Contracting Strategy
 - vi. Constructability and Staging Review
 - vii. Schedule Review
- c) Construction Bidding Phase
 - i. Claims & Dispute Avoidance
 - ii. Bid Review and Analysis
- d) Construction Phase
 - i. Payment Verification

- ii. Schedule Control
- iii. Cost Forecasting
- iv. Document Control
- v. Configuration Control
- vi. Dispute Avoidance
- e) Completion
 - i. Payment Reconciliation
 - ii. Release of Liens
 - iii. Contract Close Outs
- 2. *Project Disciplines and Miscellaneous Work*
 - a) Technical Documents Preparation and Review
 - i. Requests for Proposals (RFP's) for Studies and Design Projects
 - ii. Contract Plans and Specifications for Construction Projects
 - iii. General Conditions and Insurance Requirements for Construction Projects
 - iv. Studies for Various Projects
 - v. Conduct Peer Review of Technical Document Submissions
 - b) Structural Engineering
 - ii. Bridge Design – All Types
 - iii. Foundation Design
 - iv. Structural Inspections, Evaluations and Load Ratings
 - v. Structural Repair and Rehabilitation
 - vi. Substructure Evaluation
 - vii. Structural Steel Paint Preparation and Painting
 - Containment Design
 - Environmental Compliance
 - Waste Handling and Disposal
 - Air Monitoring
 - Lead Health Safety
 - ii. Oversized / Overweight Vehicles Permitting and Load Ratings
 - iii. Geotechnical
 - iv. Shop Drawing Reviews
 - c) Civil Engineering
 - i. Site Work and Grading
 - ii. Surveying
 - iii. Foundation Design
 - iv. Drainage Design
 - v. Highway Design
 - Inspection and Evaluation
 - New and Rehabilitative Construction
 - Signing and Sign Structures
 - Highway and Overhead Sign Lighting
 - vi. Hydraulics / Hydrology
 - vii. Shop Drawing Reviews
 - d) Traffic Engineering
 - i. Traffic Studies
 - ii. Traffic Projections
 - iii. Toll Revenue Analysis
 - iv. Toll Plaza Design, Evaluation, Maintenance and Operation
 - v. Maintenance and Protection of Traffic

- vi. Traffic Signing (fixed, variable message, fiber optics, LED)
- vii. Traffic Controls and Signalization
- e) Intelligent Transportation Systems (ITS) Engineering
 - ii. Electronic Toll Collection Systems
 - iii. Open Road Tolling
 - iv. Electronic Security and Surveillance System
 - v. Traffic / Incident Management Systems
 - vi. Automatic Vehicle Identification
 - vii. Communications Systems
 - viii. Architectural Lighting Systems on Bridges
- f) Facility Engineering
 - i. HVAC
 - ii. Fire Protection
 - iii. Electrical and Power Distribution
 - iv. Lighting Systems
 - v. Signal Systems
 - vi. Closed Circuit Television
 - vii. Radio and Fiber Optics
 - viii. ADA Compliance
 - ix. Data and Telecommunication Systems
 - x. Structural Building Design
 - xi. Architectural Design
- g) Environmental Engineering
 - i. Site Assessment and Remediation
 - ii. Asbestos Abatement Surveys, Plans and Monitoring
 - iii. Underground and Aboveground Storage Tank Management
 - iv. Hazardous Material Identification, Management and Disposal
- h) Environmental Permitting
 - i. Preparation and Review of Categorical Exclusion (CE)
 - ii. Preparation and Review of Environmental Assessment (EA)
 - iii. Preparation and Review of Environmental Impact Statement (EIS)
- i) Construction Management
 - i. Cost Estimating
 - Preparation and Review of Programmatic Cost Estimates
 - Preparation and Review of Engineering Cost Estimates
 - ii. Construction Schedule Review (CPM)
 - iii. Code Review of Plans and Specifications
 - iv. Constructability Review
 - v. Value Engineering
 - vi. Construction Management and / or Construction Inspection
 - vii. Safety Review
- j) Transportation Planning
- k) Stormwater Management
- l) Public Involvement / Public Participation

Technical Documents and Plan Preparation

All work performed under this Scope of Services shall be in compliance with all applicable federal, state, local, Commission, Building and Engineering laws, codes, regulations and specifications.

Unless otherwise noted, plans and specifications should be developed in accordance with the policy and procedures of the Pennsylvania Department of Transportation (PENNDOT) including all applicable Design Manuals and Specifications, Standards, Publication 408-2026, and all its supplements and any applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. Projects located entirely in New Jersey will be in accordance with the policies and procedures of the New Jersey Department of Transportation (NJDOT), including all applicable Procedures Manual, Design Manuals, Standard Specifications, and all its supplements, and any applicable AASHTO design standards. Specifications for facilities type Task Order Assignments shall be developed in accordance with the latest version of the International Building Codes and all applicable Pennsylvania and/or New Jersey Uniform Construction Codes using Construction Specifications Institute (CSI) format.

All plans will be prepared using the English measuring system, on a 22"x34" plan sheet. One (1) USB flash drive containing CADD drawing files compatible with MicroStation SE or AutoCAD (latest version), specifications in Microsoft Word, and spreadsheets in Microsoft Excel, including the Engineer's Estimate are to be furnished to the Commission at the conclusion of each design.

All plans, specifications, calculations, estimates and other contract documents, including all electronic documents and data prepared for the Commission's Capital Program shall become the property of the Delaware River Joint Toll Bridge Commission.

Task Progress Schedule

Should the Commission issue a specific Task Order Assignment to the CPMC, the CPMC shall provide a cost and a resource-loaded bar chart indicating its proposed plan and schedule to complete the work for the task concurrently with other ongoing tasks. The schedule shall be comprised of sequentially numbered activities to monitor and assess the progress and completion status of all ongoing activities. The Progress Schedule shall be updated on a monthly basis reflecting any changes that may have occurred.

E. JOB ORDER CONTRACTING (JOC) PROGRAM SERVICES ("JOC CPMC")

These services will include, but not be limited to the dedication of one (1) full-time project manager who will be responsible for oversight, construction management and construction inspection services in support of the Commission's Job Order Contracting (JOC) Program.

Members of the proposed core staff must be assigned full time to the CPMC project for a minimum period of twelve (12) months. The Consultant shall not reassign core staff members without the approval of the Commission.

The services of the Consultant shall be provided on an ongoing basis throughout the term of the Agreement. The JOC CPMC must be capable of providing a multitude of services for the orderly development of the Commission's JOC Program.

Background

The Commission's JOC Program is a procurement and project delivery method designed to streamline the completion of recurring construction, repair, and maintenance projects. It is an indefinite delivery/indefinite quantity (IDIQ) process. The Commission uses the Gordian JOC system. Under this system, contractors are competitively selected based on a coefficient applied to a comprehensive

unit price book, which contains preset construction tasks and associated costs based upon the Construction Specifications Institute's (CSI) MasterFormat®. When a project is identified, the owner and contractor jointly develop a detailed scope of work, and the contractor prepares a price proposal using the pre-established unit prices and their bid coefficient. Once approved, the work is issued through a task order and can proceed quickly without the need for a separate bid process for each project, allowing owners to deliver numerous small or time-sensitive projects more efficiently while maintaining cost transparency and control.

The Commission started its JOC program in 2018, with the award of a consulting agreement with The Gordian Group (Contract No. C-727A) to provide job order development support and access to their JOC system. Gordian then developed bid documents for procurement of four (4) JOC contracts that were awarded in 2019, each having a 3-year term and total average ceiling value of \$3M. The Commission re-procured the contracts in 2023 with the award of 4 more similar contracts. The Commission is now in the procurement phase for a third round of contracts, for the award of up to four (4) contracts, each having a 3-year term and total ceiling value of \$3M along with a planned extension of The Gordian Group's consulting agreement for another three (3) years.

General Activities of the JOC CPMC

1. Coordination with the Commission

The JOC CPMC will coordinate all its activities with Commission's Chief Engineer throughout the course of this assignment. Early on, the JOC CPMC will establish a means of coordinating with, and reporting its activities to, the Commission's Chief Engineer to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting each month, at the Commission's headquarters, will be required. The JOC CPMC will prepare minutes of all meetings and submit them to the Commission for review and comment within five (5) working days

The JOC CPMC will be responsible to prepare and submit monthly progress reports indicating an actual progress percentage per task, weighted percent complete per task, and percent complete for all individual tasks and the overall program, based on hours spent per task in a format established by the Commission. These progress reports shall be submitted along with the CPMC's monthly invoices. The CPMC shall submit these invoices within 15 business days after the invoice period end date.

Since JOC projects are small to medium size, with a number proceeding at any time, the JOC CPMC will be tracking and updating a Job Order Contract Status Report and Project Status Report for each JOC assignment, along with associated Task Order Assignments for design, CM and CI. Monthly and quarterly reporting on each JOC assignment along with the overall program are a key part of communicating project status. The JOC CPMC will also be responsible to coordinate all activities and communicate with various maintenance, operations, communications and public safety/bridge security personnel within the Commission

2. Other Agency Coordination

The JOC CPMC's efforts may require coordination with various federal, state, or local agencies deemed to have jurisdiction over the specific work involved. The JOC CPMC may be required to contact and meet with representatives of such agencies to review and determine all necessary project requirements and permits for any work developed under the Capital Program. The Commission shall be informed of all meetings scheduled with other agencies, government officials, and/or groups in advance of the

proposed meeting date so that Commission personnel can attend if necessary. The JOC CPMC will prepare minutes of all meetings and submit them to the Commission for review and comment within five (5) working days of the meeting.

3. Project Specific Quality Control Plan

Within 30 calendar days after the Notice to Proceed, the JOC CPMC shall submit a Project Specific Quality Assurance Plan (PSQAP) to the Chief Engineer for review. The JOC CPMC's PSQAP shall be a written description of its intended actions to verify that a high-quality service is being furnished to the Commission by the various Consultants/Contractors under contract to the Commission to implement portions of the Capital Program.

The JOC CPMC shall also indicate what steps it shall take to avoid any conflicts of interest in carrying out its primary duties and responsibilities as the Commission's CPMC when performing individual Task Order Assignments.

JOC CPMC Program Oversight Activities

The JOC CPMC oversees the planning, coordination, and execution of numerous small- to medium-scale projects across the Commission's bridges, roadways, buildings, and support facilities. The role includes developing scopes of work, coordinating cost proposals under the JOC unit-price framework, and managing contractor performance from task order issuance through project completion. The JOC CPMC also initiates Task Order Agreement (TOA) assignments with engineering consultants to design the projects and provide Construction Management/Construction Inspection services as needed. The JOC CPMC monitors schedules, budgets, and quality; ensures compliance with Commission standards and applicable regulations; and provides regular reporting to support efficient delivery of maintenance, repair, and improvement projects across the Commission's multi-facility system.

Since the JOC Program covers a wide range of small to mid-size projects across the Commission's facilities, the core full time staff provided by the JOC CPMC shall be skilled and knowledgeable in broad areas of public works construction, including the following:

- Civil – Experience in managing the design and construction phases of a variety of transportation facility projects including the coordination of consultants, permitting agencies, and stakeholders.
- Bridge – Experience in managing the design and construction phases of a variety of bridge/structural projects including the coordination of consultants, permitting agencies, and stakeholders.
- Construction Manager – Experience required in performing constructability, schedule, and bid reviews and analysis, construction management and construction inspection.
- Traffic / ITS / ESS – Experience in traffic engineering, intelligent transportation systems, electronic surveillance systems, electronic toll collection.
- Buildings/Facilities – Experience in managing buildings and facilities projects including coordination of multiple engineering disciplines and building trades along with life safety and building code compliance and ADA compliance.

The JOC CPMC is encouraged to provide a core staff that is skilled and experienced in all task areas

listed above and below. However, when needed, other CPMC in-house staff or sub-consultants may be utilized to augment and supplement the normal skills and capabilities of the CPMC's core staff. All CPMC in-house staff and/or sub-consultants must demonstrate the required experience and expertise related to the work the JOC CPMC intends they perform. The use of other in-house CPMC staff and/or sub-consultants to perform any of the core JOC CPMC's work must be pre-approved on a case-by-case basis by the Commission.

Program Management

- i. Understand how Job Order Contracting works including, but not limited to, utilization of the Gordian JOC system, familiarity with Construction Specifications Institute's (CSI) MasterFormat®, initiation of a JOC assignments, developing scope of work materials (i.e. a Brief Description of Work, Plans and Specifications), attend Joint Scope Meetings, review/negotiate JOC cost proposals, generate Job Order Approvals, issuance of Notice-to-Proceed, process consultant invoicing, oversee close-out, etc.
- ii. Procurement of Task Order Agreement assignments for design, construction management and construction inspection, on an as-needed basis.
- iii. Administer construction contract procurement.
- iv. Other General CPMC related activities as listed under Task B above.

JOC CPMC Construction Management Activities

Upon Notice-to-Proceed, provide construction management services in support of all Job Orders involving roadway, bridge and building facility type construction projects and as outlined below:

- a) Construction Manager will work under the supervision of the Chief Engineer and will confer with the Chief Engineer regarding his actions.
- b) Construction Manager shall receive the construction schedule prepared by the Contractor and distribute the schedule to the Commission. Inform the Chief Engineer of potential delays and recommend the rescheduling of work to overcome delays and meet target dates.
- c) Construction Manger shall attend and conduct Pre-construction Meeting along with representatives from the Commission, JOC Contractor and other involved parties. Arrange on-site progress meeting(s) as required in consultation with the Commission, provide detailed minutes and distribute copies to all interested parties and participants within five (5) working days of the meeting date.
- d) Serve as the Chief Engineer's liaison with the JOC Contractor working principally through the JOC Contractor's field superintendent.
- e) Assist the Chief Engineer in obtaining and approving the JOC Contractor's list of proposed subcontractors and suppliers.
- f) Keep track of Shop Drawing submissions and review status as well as maintain a file of the drawings and submissions and check construction for compliance with them.
- g) Conduct on-site observations of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.

- h) Construction Manager will ensure the proper carrying out of the intent of the Contract Documents, and shall act as the agent of the Chief Engineer, and as such shall have authority to disapprove work or materials failing to comply with the Contract Documents, approved Shop Drawings, or samples.
- i) Consider and evaluate JOC Contractor suggestions for modifications in Drawings or Specifications and report them with recommendations to the Chief Engineer.
- j) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and other submissions, reproductions or original Contract Documents including all Addenda, Change Orders and additional drawings issued subsequent to the Notice-to-Proceed, progress reports, and other project-related documents.
- k) Prepare and recommend for approval by the Chief Engineer, all supplemental job orders, maintain cost accounting records with respect to portions of the work to be performed by supplemental job orders and prepare supplemental job orders consistent with the Job Order development process. Negotiate prices with JOC Contractors for changes resulting from design or field contract revisions and make recommendations to the Chief Engineer.
- l) Keep records of periodic onsite inspections, recording hours on the job site, weather conditions, decisions, observations in more detail as in the case of observing test procedures.
- m) Furnish the Chief Engineer with periodic reports as required of progress of the project and the JOC Contractor's compliance with the approved construction schedule.
- n) Review applications for payment with the JOC Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Chief Engineer, noting particularly their relation to the work completed and materials and equipment delivered at the site.
- o) During the course of the work, assemble guarantees, certificates, maintenance operation manuals and other required data to be furnished by the JOC Contractor and upon acceptance of the Project, deliver this material to the Chief Engineer.
- p) Prior to Final Inspection, submit to the JOC Contractor, a list of observed items requiring correction and verify that each correction has been made.
- q) Conduct Final Inspection in the company of the Chief Engineer and prepare a final list of items to be corrected. Verify that all items on final list have been corrected.
- r) Conduct a review and approval of the JOC Contractor's safety plan and monitor the contractor's safety performance throughout the life of the project. Where any operation, practice, or condition during the course of the work is unsafe, the Construction Manager shall immediately discontinue the work and direct the JOC Contractor to take adequate remedial action before the affected part of the work is resumed.
- s) Advise the Chief Engineer of jurisdictional and other labor relation problems and provide advice to the Commission to resolve disputes and prevent potential work stoppages.
- t) The Construction Manager shall assist in the interpretation and intent of the Contract Drawings and Specifications when necessary and consult with the Chief Engineer to ascertain the interpretation and transmit such information to the JOC Contractor.
- u) Assist the Commission Staff in the institution of any partial or complete default action against the JOC Contractor, if required, including estimating amounts due because of the default and preparing cost estimates for completion of the remaining construction contract work.
- v) The Construction Manager will provide information to Commission Staff required for

Commission Staff to respond to complaints and inquiries from property owners, citizens, officials, or others.

- w) When requested by the Chief Engineer, the Construction Manager will prepare a lessons learned letter report at the conclusion of the project to include: lessons learned, general observations of contractor productivity, and “rocks-in-the-road” which were encountered and how they were resolved

The Construction Manager shall serve as the primary point of contact between the Commission and the JOC Contractor as well as any applicable construction inspection and design engineer resources.

JOC CPMC Construction Inspection Activities

Upon Notice-to-Proceed and as determined by the Commission, provide construction inspection services in support of a limited number of Job Orders involving roadway, bridge and building facility type construction projects. Services are to be furnished in general accordance with the Pennsylvania Department of Transportation’s Publication 2, “Project Office Manual”.

Assume responsibility for the onsite inspection of all construction activities and serve as a resource in support of the Construction Manager. The quality, extent, and details of the field inspection shall be adequate to ensure that the work and materials comply with the approved contract documents, submittals, and applicable permits.

Activities of the Construction Inspector to include, but not be limited to: full time onsite monitoring of the progress and quality of the JOC Contractor’s work and documentation and reporting of such; tracking of the approved schedule against progress; assisting the Construction Manager in the review of the contractor’s bi-weekly schedule updates by providing updated progress for each construction activity; assisting to facilitate efficient document control, which will include a consistent flow of information from the JOC Contractor in the field to the Commission and the Construction Manager as well as recording and transmitting all project field communications to the project filing system (Document Control) as established by the Construction Manager; assisting with the preparation of contractor pay estimates and/or supplemental job orders, as prepared by the Construction Manager; claims support; obtaining additional details and/or information required for proper execution of the project; field decisions, as supported by the Construction Manager; verification of the stake-out of control points if necessary; assisting in the Project Closeout; preparation of the red line "As-Built" Plans; calculation of final quantities; reporting functions which includes inspector’s daily reports; and shall specifically include detailed daily inspection and documentation, including daily photographs of all ongoing field construction activity.

The minimum staffing requirements of the Construction Inspector are as follows:

- i. Have five (5) years of experience as a Transportation Construction Inspector.
- ii. Possess a NICET Level III certification with relevant qualifications (a NICET Level IV is acceptable).
- iii. Possess ACI/PennDOT Field Technician certification.
- iv. NECEPT Field Technician certification

E. ALL-ELECTRONIC TOLLING (AET) CONVERSION PROGRAM MANAGEMENT SERVICES (“AET CPMC”)

The services will include, but not be limited to the dedication of one (1) full-time AET CPMC staff

who will be responsible for Program and Project Management oversight including but not limited to; providing overall leadership, coordination, and oversight for the Commission's on-going AET conversion initiative. Responsibilities include planning and managing program scope, schedule, and budget; coordinating the advancement and completion of AET "Hard Conversion" projects at five (5) toll bridge locations including design consultants, contractors, construction managers and the in-lane toll system vendor. Work will also include replacement of the in-lane system at the Scudder Falls Bridge after the Hard Conversion is completed at the referenced five (5) toll bridges.

The AET CPMC will oversee the design, installation and testing of the new in-lane toll system, civil infrastructure improvements including new gantry, roadside cabinets, power and data services, modifications to existing toll facilities (buildings, tunnels, toll plazas), coordination between old and new systems during construction, management of the technical design process and engineering consultants, design quality and coordination, design schedule and deliverables, integration of disciplines; obtaining permit approvals; developing overall project phasing and staging; review of drawings, specifications and technical submissions, constructability and value engineering reviews; coordinating utility impacts and relocations and facilitating agency reviews and certifications.

The AET CPMC shall coordinate project staging to address the Commission's need to maintain the existing electronic toll collection and Electronic Surveillance Systems (ESS) systems until successful testing and cutover to the new AET systems with full functionality. The AET CPMC will work with the task order assignment engineer to finalize development of 30% plans for the Hard Conversion of the five (5) remaining toll bridges, then advance a program of final design and construction/implementation on an accelerated timeframe.

The AET CPMC shall identify and consider options to standardize AET infrastructure across the toll bridges and consider long-lead items and the efficacy of owner pre-purchasing of equipment and materials. The Consultant shall also provide input on procurement options and packaging to facilitate timely completion of the hard-AET projects at all five toll bridges.

As workloads fluctuate, AET CPMC full-time staff may be assigned other work beyond their initially-envisioned responsibilities, including work on CPMC projects that involve related infrastructure work.

Background

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

Starting in 2018, in parallel with the Scudder Falls Bridge Replacement project, the Commission completed a study to investigate the feasibility of AET for all Commission toll facilities. The study considered the imminent implementation of AET for SF and the full complement of topics that Commission should address to maximize the probability of success with future AET projects. The AET Study considered the future of implementation of AET at the other Commission tolled bridges, presenting advantages and disadvantages for each facility, conceptual design options, and priorities and timelines for those for which conversion is assessed favorably. The AET Study was completed in 2019.

The Commission then requested an addendum to the AET Study in 2021 which included lessons learned in the tolling industry after completion of the original study and to capture other developments that occurred during the COVID-2019 pandemic.

The Commission has an All-Electronic Tolling Implementation Plan, dated September 27, 2023 prepared by RK&K under task order assignment C-728A-4. This Implementation Plan outlines the overall strategy and planned phasing to accomplish “Soft” and “Hard” conversions at each facility.

In June of 2024, the Commission removed cash collection from its low volume toll bridges including, the New Hope – Lambertville (NH-L), Portland – Columbia (P-C) and Milford – Montague (M-M) Toll Bridges. In January of 2025 cash collection was removed from the Trenton – Morrisville (T-M), I-78, Easton – Phillipsburg (E-P) and Delaware Water Gap (DWG) Toll Bridges. This completed the “soft” conversions at every DRJTBC toll bridge.

The Commission is now advancing the AET Hard Conversion program. This involves construction of a new gantry and installation of new AET equipment, then once the system is commissioned for revenue service, the old toll equipment is de-activated and removed, along with demolition of the old toll plaza booths. This provides for a barrier-free toll collection system allowing vehicles to travel through the toll zone without the need to stop or reduce travel speeds.

The Hard Conversion construction project is underway at NH-L (Contract No. T-754A) and under design at T-M (Contract No. C-691A). The Commission also recently authorized task order assignment C-770A-6 with RK&K to develop 30% designs for the Hard Conversion of the remaining five (5) toll bridges – I-78, E-P, DWG, P-C, M-M.

The Commission plans to continue advancing the AET Hard Conversion projects through design and construction and completion by the end of 2028.

A. General Activities of the AET CPMC

The AET CPMC will be the Commission’s agent for all aspects for the AET project and future contracts.

1. Coordination with the Commission

The AET CPMC will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the AET CPMC will establish a means of coordinating and reporting its activities with the Commission's Chief Engineer to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting, every other month, at the Commission's headquarters will be required.

The Commission shall be informed of all meetings with other agencies, government officials, and / or groups so that Commission staff can attend if necessary. The AET CPMC’s Project Manager will prepare Agendas prior to and minutes after all meetings and submit them to the Commission for review and comment within five (5) working days.

The AET CPMC will be responsible to prepare and submit monthly progress reports indicating weighted percent complete per task and percent complete based on hours spent per task. These progress reports shall be submitted along with the monthly invoices. The AET CPMC shall submit these invoices within 15 business days after the end of each billing period.

The AET CPMC shall immediately notify the Commission's Chief Engineer, if and when the percent of budget expended for the agreement exceeds the physical percent complete. The AET CPMC shall implement at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the AET CPMC at risk of having to absorb any cost above and beyond the authorized Agreement not-to-exceed amount.

Responsibilities include ensuring AET program aligns with the agency's operational, financial, and regulatory requirements. The AET CPMC will facilitate collaboration among internal departments, consultants, and technology vendors; monitor risks and program performance; provide regular reporting to executive leadership and governing bodies; and ensure the successful, safe, and efficient transition to a fully electronic system with minimal disruption to customers and agency operations.

2. Other Agency Coordination

The AET CPMC will be responsible to ensure that all coordination and permits required with outside agencies are identified and adhered to in the development of the preliminary and final design plans for the project. This task will include:

- a. Coordination with regulatory agencies
- b. Oversight of design plan development
- c. Interface with the permit application processes
- d. Review and oversight of mitigation plans, if required

3. Project Development

The AET CPMC will support the Commission in evaluating project development alternatives and the impact of different scenarios on delivering a completed project. Project development includes, but not limited to, review of the AET Implementation Plan and preliminary design plans. The AET CPMC shall coordinate project staging to address the Commission's need to maintain the existing AET and ESS systems until successful testing and cutover to the new systems with full functionality. The AET CPMC shall identify and consider options to standardize AET infrastructure across the toll bridges and consider long-lead items and the efficacy of owner pre-purchasing of equipment and materials. The AET CPMC shall also provide input on procurement options and packaging to facilitate timely completion of the hard-AET projects at all five toll bridges.

The AET CPMC will be responsible for technical documents preparation review including:

- a. Requests for Proposals (RFP's) for Design Projects
- b. Contract Plans and Specifications for Construction Projects
- c. General Conditions and Insurance Requirements for Construction Projects
- d. Studies for Various Projects

4. Permit Approvals

The AET CPMC will coordinate the submission and obtain approvals for all required permits from the regulatory agencies. The CPMC will coordinate and conduct peer reviews for any necessary technical data and information with the Design Consultant(s). This task will include, but not be limited to:

- a. NPDES permits
- b. PADEP permits
- c. NJDEP permits
- d. Utility and signals permits
- e. Drainage coordination

5. Project Management Oversight

The AET CPMP will serve as the Commission's Project Manager for the design consultant(s), fulfilling the management and oversight functions typical of other projects within the Capital Program. This task will include, but not be limited to:

- a. Consultant management
- b. Scope management
- c. Cost and schedule control
- d. Monthly progress report and invoice review/approval
- e. Contract modification review and negotiation
- f. Design and status meetings
- g. Interface and communication with external agencies/entities
- h. Coordination with Commission's PAM and executive staff

6. Design Criteria

The AET CPMC will develop design criteria and standard procedures for the overall project to ensure uniformity and consistency in development of preliminary and final design documents with the ongoing AET projects at NH-L (in construction) and T-M (in design), as well as adherence to the requirements of PennDOT and NJDOT. This task will include:

- a. Coordination with PennDOT, NJDOT and FHWA
- b. Right of Way Acquisition
- c. Development of design criteria and guidelines, informed by criteria used at the NH-L and T-M AET projects, to include:
 - i. Typical sections
 - ii. Geometric guidelines
 - iii. Structure requirements
 - iv. Aesthetic treatments
 - v. Project design elements:
 1. Survey / Mapping
 2. CADD
 3. Geotechnical
 4. Drainage
 5. Storm Water Management
 6. Gantry

7. AET cabinet
 8. Power and telecommunications
 9. Lighting
 10. Signing
 11. Utilities
 12. Pavement markings
 13. Maintenance & Protection of Traffic
 14. Intelligent Transportation Systems (ITS) (if required)
 15. Electronic Surveillance/Detection Systems
 16. Other as required
- vi. Review and approval of design exceptions
 - vii. Other
- d. Preparation of design criteria document

7. Construction Phasing & Staging Concepts

The AET CPMC will develop conceptual construction contract phasing schemes and traffic staging concepts for the project. The AET CPMC shall coordinate project staging to address the Commission's need to maintain the existing AET and Electronic Surveillance Systems (ESS) systems until successful testing and cutover to the new AET systems with full functionality. This task will include, but not be limited to:

- a. Evaluating contract phasing options
- b. Determine final design limits and construction contract packaging
- c. Balancing work elements for constructability and efficiency
- d. Identifying temporary construction requirements/interfaces
- e. Developing project construction staging/MPT concepts
- f. Coordinating with designers to implement detailed MPT schemes
- g. The AET CPMC should gain an understanding for the AET vendor including their requirements for in-lane, roadside and auxiliary building systems to design, install, test and commission the system prior to cutover.

8. Containment & Value Engineering

The AET CPMC will continuously monitor the project development to contain project costs and will implement processes, controls and policies to meet the project need while minimizing construction cost (i.e. rightsizing). Value engineering will be performed on an ongoing basis and at discreet milestones. This task will include, but not be limited to:

- a. Value engineering workshops
- b. Cost estimate review
- c. Independent cost estimating
- d. Maintaining consistency among designers to ensure efficiency

9. Utility Coordination

The AET CPMC will provide overall utility coordination throughout the project limits. The AET CPMC will manage the external contact and coordination with the utility companies and utilize supporting documentation from the designer(s) to identify and clear utility impacts. This task will include, but not be limited to:

- a. Coordinating with utility companies and designer(s) to produce a unified utility involvement process
- b. Identifying and resolving utility conflicts
- c. Ensuring timely coordination and relocation
- d. Negotiation of relocation costs and agreements

The AET CPMC shall consider the condition, capacity and ability for existing building systems to be extended to and utilized for the new AET system. This includes but is not limited to the facility electrical service, back-up power generator, telecommunications (WAN, LAN, cellular and radio systems), life safety systems to meet the needs during construction when two (2) electronic toll collection systems will be operational.

10. Design Review

The AET CPMC will perform design reviews at milestones and as appropriate through the design development. The CPMC will perform design reviews at an appropriately high level, recognizing the Commission's philosophy of strict quality accountability of the design consultants. This task will include, but not be limited to:

- a. All Contract Deliverables
- b. Review of consultant's quality management plans
- c. Review for compliance with same
- d. Consultation on specific technical issues
- e. Review of critical items such as traffic control, bridge staging or other elements involving impacts to motorists
- f. Coordination of project design elements
- g. Review Comment preparation, maintenance, tracking, and resolution

11. Constructability Review

The AET CPMC shall have the capability of performing "contractor perspective" constructability reviews, with particular emphasis on equipment needs, access, inter-discipline reviews to identify and eliminate interferences or conflicts, site storage requirements, temporary loadings, construction sequencing, identification and elimination of hazards, environmental issues, noise impacts, etc.

The Consultant shall have the capability to mobilize/facilitate constructability/biddability review charrettes involving the Commission's staff including its design engineer, and other independent "subject experts". The purpose of these constructability/biddability review charrettes normally conducted after the completion of the Concept Phase is to confirm the scope of the project prior to the Design Consultant proceeding with Preliminary and Final Design.

12. Post Design Project Management

The AET CPMC will provide ongoing project management services, as directed by the Commission, through the construction phases of the project. This task will include, but not be limited to:

- a. Overall project cost and schedule monitoring
- b. The Consultant should understand that construction cost and staging estimates are the basis for budget programming and project-level decisions made by the Commission.
- c. Procurement assistance for construction managers(s)
- d. Interface with Commission's electronic toll collection system vendor, CM's and designers regarding construction RFIs and evaluation of change orders requests.

- e. Interpreting and maintaining consistency with design intent
- f. Ongoing coordination with regulatory agencies
- g. Public and officials communication and interface
- h. DOT coordination

13. Dispute Resolution, claims assistance and litigation support.

The CPMC will assist the owner in dispute resolution, claims evaluation, and litigation support by reviewing design documents, correspondence, and project records to assess technical issues, scope responsibilities, and the validity of contractor or consultant claims. They can also provide technical analysis, documentation support, and expert input to help resolve disputes, support negotiations, and assist legal counsel during mediation, arbitration, or litigation.

F. WASHINGTON CROSSING BRIDGE ALTERNATIVES ANALYSIS (WCBA) SUPPORT SERVICES (WCBA CPMC)

The services will include, but not be limited to providing one (1) part-time project manager, along with home-office subject matter expert type staff, who will provide third-party technical support resources to the Commission related to the on-going comprehensive preliminary engineering, environmental, regulatory, and public involvement services associated with the Washington Crossing Bridge Alternatives Analysis (WCBA), DRJTBC Contract No. C-697A. This member of the proposed core staff must be assigned full time to the CPMC project – for proposal purposes, assume the person is assigned half-time (0.5 FTE) as the JOC CPMC and half-time (0.5 FTE) as a General CPMC staff member per Task B above.

The WCBA is being conducted in accordance with the National Environmental Protection Act (NEPA).

The WCBA CPMC staff shall provide technical reviews of various submissions across all phases of work, including project research; regulatory obligation review and lead agency interactions and coordination; preliminary engineering tasks such as survey and data collection, establishment of design criteria and exceptions, bridge and roadway alternatives development, traffic analysis, geotechnical and hydraulic evaluations, construction staging, constructability, cost estimating, and scheduling; and the preparation of environmental studies, alternatives analysis, and environmental documentation. Responsibilities include reviewing technical memoranda and deliverables for completeness and consistency with the contract requirements including the NEPA process.

The Project Manager will confirm that appropriate QA/QC procedures are being implemented for submissions and provide independent reviews—without duplicating the C-697A Consultant’s role—to verify that services and deliverables conform to Commission requirements and support advancement through the NEPA process. In addition, the WCBA CPMC staff will ensure alignment between engineering analyses, environmental evaluations, and the alternatives screening process leading to identification of a preferred alternative.

In order to provide these services, the Consultant will exhibit overall firm experience and staff knowledgeable in the areas of bridge and highway design (with an emphasis on PennDOT and NJDOT standard criteria), construction management (with an emphasis on construction staging, phasing, and

cost and schedule estimating), environmental permitting (with an emphasis on NEPA, PADEP and NJDEP requirements), public involvement and traffic engineering. Firms and individuals should demonstrate experience performing similar tasks on large, multi-faceted bridge and highway improvement projects.

As workloads fluctuate, WCBA CPMC full-time staff will be assigned other work beyond their initially-envisioned responsibilities, including work on CPMC projects that involve bridge work.

Background

The Washington Crossing Toll-Supported Bridge (WCTSB) is a six-span, riveted steel double Warren truss bridge using 277 tons of steel. The truss was erected in 1904 on piers built in 1831 to support the original wooden bridge. The length on the bridge is 876'-7" back wall to back wall and the length of the spans are 143', except for span number 3 which is 137' in length. The bridge has the narrowest width available to traffic of any Commission-owned crossing. The roadway, which carries two lanes of traffic, has a clear width of 15' between wheel guards with a 5" open steel grid floor. The New Jersey approach roadway has a sharp S-curve making it difficult for vehicles to enter/exit the bridge without encroaching into the oncoming traffic lane. Pedestrian traffic is also accommodated via a 3'-6" wide wood plank walkway, cantilevered outside of the downstream truss. The bridge is currently posted for a 3-ton weight limit and a 15-mph speed limit.

The WCTSB carries more than 50,000 local, commuter and tourist vehicles per week, is used by local and tourist pedestrians daily, and serves as a viewing platform for the annual reenactment of General George Washington's river crossing on Christmas Day.

The existing WCTSB 195-year-old substructure and 122-year-old superstructure has experienced structural deterioration and does not meet current design standards, which creates reliability and safety concerns.

The Commission has explored various long-term improvement / replacement options for the WCTSB including 1) Preliminary Engineering Feasibility Report for Replacement of the Washington Crossing Bridge (1974), 2) Feasibility Study - Improvements to Washington Crossing Bridge Over Delaware River (1981), 3) Concept Study Report - Long-Term Improvements (2009), 4) Draft Washington Crossing Bridge Replacement Feasibility Study Report (2021) and 5) Draft Washington Crossing Bridge Replacement Feasibility Study Report - Update (2022).

The 2021 Draft Washington Crossing Bridge Replacement Feasibility Study Report together with the 2022 update, identified the engineering and environmental feasibility of replacing the WCTSB. The study expanded upon previously identified alternatives focusing on various structure rehabilitation and replacement alternatives involving six (6) alignment alternatives including, but not limited to, realignment and profile adjustments.

The Commission initiated the Washington Crossing Bridge Alternatives Analysis (WCBA) which was awarded to HDR Engineering, Inc. in June 2024. The analysis includes scoping, preliminary engineering, environmental services, alternatives analysis, public involvement, documentation and other professional engineering type services to identify and evaluate various alternatives for the WCTSB to address existing bridge and approach roadway geometric and structural deficiencies as well as provide a safe and efficient vehicular and pedestrian crossing.

The WCBA is being conducted in accordance with the National Environmental Protection Act (NEPA) and is anticipated to conclude with an environmental document identifying a “preferred alternative” for the WCTSB for which these WCBA CPMC services are to support.

A. General Activities of the WCBA CPMC Staff

1. *Coordination with the Commission*

The WCBA CPMC staff will coordinate its activities with Commission staff throughout the course of this assignment. Early on, the WCBA CPMC staff will establish a means of coordinating and reporting its activities with the Commission's Chief Engineer to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting, every other month, at the Commission's headquarters will be required.

The Commission shall be informed of all meetings with consultants, other agencies, government officials, and / or groups so that Commission staff can attend if necessary.

The Consultant will be responsible to prepare and submit monthly progress reports indicating weighted percent complete per task and percent complete based on hours spent per task. These progress reports shall be submitted along with the WCBA CPMC staff's monthly invoices. They shall submit these invoices within 15 business days after the end of each billing period.

The WCBA CPMC staff shall immediately notify the Commission's Chief Engineer if and when the percent of budget expended for the agreement exceeds the physical percent complete. The Consultant shall implement at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any cost above and beyond the authorized Agreement not-to-exceed amount.

2. *Technical Support Services*

The WCBA CPMC staff will be engaged as a resource in support of the WCBA (C-697A) analysis by way of providing technical reviews of various submissions. Technical reviews will be requested by the Commission's Project Manager. Written comments are to be provided by subject matter expert type staff in a timely manner, with those person(s) attending project meetings, including a brief page turn type review meeting with Commission and consultant staff as appropriate.

The following is listing some of the submissions that WCBA CPMC staff may be requested to provide reviews of.

- Design Criteria – Roadway
- Design Criteria – Bridge
- Bridge Inspection Report
- Bridge Load Ratings
- Lead Agency Memorandum of Agreement
- Purpose & Need Statement
- Topographic Survey and Aerial/Base Mapping
- Phase I ESA Report
- Phase I Archaeology Report
- Phase I/II Historic Architecture Report
- Draft Wetland Identification and Delineation Report

- Historic Bridge Rehabilitation Analysis Report
- Hydrology and Hydraulics (H&H) Report with Hydraulic Model
- Traffic data collection
- Traffic demand/travel demand forecasting
- Roadway and Intersection Highway Capacity Analysis
- Crash Analysis
- Traffic Impacts/Mitigations
- Constructability Review
- Geotechnical Analysis
- Preliminary Traffic Control and Construction Staging Plans
- Preliminary Lighting, Traffic Signal, Signing and Striping/Pavement Marking Plans
- Preliminary Right-of-Way Plans
- Drainage, Stormwater Management and Water Quality
- Preliminary Electronic Surveillance/Security System (ESS) Plans
- Cultural Resources - Phase I/Phase II Historic Architecture Survey Report
- Cultural Resources - Phase I Identification-Level Investigation Reports
- Construction Cost Estimate
- Construction Schedule
- T&E Species Survey/Plan Memos
- Preliminary Noise Report
- Analysis and Presentation Materials for a wide range of Alternatives to be evaluated
- Alternatives Evaluation Report, including development of project matrix and pros/cons of a wide range of alternatives being evaluated
- Construction Schedule

3. NEPA Process and Permit Approvals

The WCBA CPMC staff will assist in assuring the NEPA process is followed. An environmental review document needs to be prepared in accordance with NEPA. Key environmental resource areas need to be studied along with the identification of permits and review of submissions to obtain approvals for all required permits from the regulatory agencies. The WCBA CPMC staff will coordinate with the Consultant(s), obtain additional technical data, etc. as necessary for the NEPA environmental document identifying a “preferred alternative” for the WCTSB. This task will include, but not be limited to:

- a. Key Environmental Resource Areas Being Studied
 - Biological Resources: wildlife, vegetation, threatened and endangered species
 - Wetlands and Waters: streams, rivers, wetlands, floodplains
 - Soils and Geology: erosion potential, stability, unique geologic features
 - Air Quality: existing conditions, potential emissions, conformity requirements
 - Land Use Compatibility: zoning, planned development, community character
 - Socioeconomics: demographics, community cohesion
 - Recreation and Open Space: parks, trails, public access
 - Existing Noise Conditions, potential construction and operational noise, sensitive receptors
 - Archaeological surveys
 - Historic structures and districts

- Tribal consultation
- Surface water and groundwater
- Stormwater Management
- Site history and potential contamination
- Hazardous materials handling
- Regulatory compliance
- Viewsheds and scenic quality
- Changes to visual character
- Evaluated project alternatives
- Identify potential impacts
- Develop mitigation measures
- Prepare an environmental document
- Support informed decision making

b. Permits:

- NPDES permits
- USACE Waterway permits (105/401, 404)
- NJDEP, PADEP permits
- PennDOT, NJDOT permits and/or agreements
- Section 106/SHPO
- Utility and signals permits
- Drainage coordination

4. *Miscellaneous Support Services*

The WCBAA includes preparation and evaluation of a wide range of project development alternatives. As the NEPA process proceeds, it is likely that WCBAA CPMC staff will be assigned other work beyond their initially envisioned responsibilities. In addition, when in the best interest of the Commission, and only on an as-needed basis to move the program forward, the WCBAA CPMC staff may be asked to provide project-specific services through Task Order assignments. Further, depending on the outcome of the NEPA process, the WCBAA CPMC staff will assist with advancing with next steps at the conclusion of the WCBAA.

SUBMISSION REQUIREMENTS

The Consultant shall submit one (1) electronic copy of their Proposal including the Rate Schedule. The electronic copy is to be in PDF format, include 'bookmarks' for various sections, be searchable, bookmarked, and include the following:

Proposal

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

The Consultant shall include an affirmative statement that it has read/understood and will accept the Terms and Conditions of the Sample Standard Commission Consultant Agreement (**Attachment V**) and indicate that it shall comply with the Insurance and Indemnification Requirements (**Attachment II**).

2. Proposal [not to exceed eight (8) single-sided, letter-sized pages, using a minimum #11 font] shall include a narrative describing the Consultant's:
 - a) *Understanding of the CPMC Process and Commission Needs:* This section shall include a commitment to meet or exceed the IBE goals specified in this RFP. Include a narrative discussing the following key issues:
 - Understanding the role of the Capital Program Management Consultant (CPMC).
 - Commitment/depth of firm's resources to the project.
 - Responsiveness to the Commission's needs in the role of CPMC
 - b) *Approach to providing effective CPMC Services:* Outline the approach to delivering effective CPMC services, including methods for planning, communication, schedule and cost control, risk management, and coordination with Commission staff, consultants, contractors and stakeholders to ensure the efficient delivery of multiple projects.
 - c) *Experience of Prime Consultant on Similar Projects:* Include name/address/telephone number for at least (3) client references.
 - d) *QA/QC Procedures:* Describe the Consultant's proposed Quality Assurance / Quality Control (QA/QC) approach to the CPMC role. The Consultant should emphasize how the QA/QC approach will be accomplished on, 1) multiple concurrent CPMC Assignments having different Task Managers; and 2) management and coordination efforts across engineering consulting teams for design, construction management and inspection.
 - e) *Credentials/Experience of the Project Team:* Include a "brief" biographical narrative and/or matrix to indicate experience and capabilities appropriate to the role and responsibility that key personnel will perform on this agreement. Affirmatively commit that designated core staff will be available to work full-time. Sub-consultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each sub-consultant Project Manager.
 - g) *IBE Participation:* Completed IBE Participation Forms shall be submitted. The participation target for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization target for this contract.

This information shall be submitted on the IBE forms available directly from the Commission website (www.drjtbc.org) in the Contract Compliance section under the Doing Business link. Copies of current certifications of all IBE firms shall also be submitted. (The completed IBE Participation Forms are not included in the eight (8) page Proposal limitation cited above).

3. Prime Consultant's GSA Form 255 as well as an additional Form 255 for each sub-consultant. GSA Form 330 may be used in lieu of Form 255.

In Section 3 of Form 255, indicate the location of the office to which this work would be assigned. In Section 4 of Form 255, provide the number of personnel of each of the various disciplines based at the local office where this work will be assigned (A) as well as total overall for each discipline within the entire firm (B).

In Section 7 provide resumes of the Program Director and full-time CPMC Project Managers and key personnel who will be assigned to this project. Individual resumes shall not exceed a single-sided letter-sized page in length. Furnish relevant experience including dates of assignments and professional qualifications as appropriate.

In Section 8 provide project descriptions for up to ten (10) projects deemed to be relevant to the services being procured with this RFP.

In Section 10 provide the following specific information [not to exceed eight (8) single-sided letter-sized (8 ½" x 11") pages]:

- a) A brief history and statement describing specialized experience and technical competence of Prime Consultant and sub-consultants relating specifically to CPMC services.
 - b) Provide a list of similar projects performed during the past five (5) years including both previously completed as well as currently active projects. Include the contact name/address/telephone numbers for at least three (3) client references among the example projects furnished.
 - c) Describe past performance for these particular projects with respect to cost control, work quality, and ability to meet schedules. The firm must clearly demonstrate an ability to analyze available data to make decisions and develop plans to complete the assigned projects in a timely and cost-effective manner.
 - d) Discuss your proposed project management and control procedures.
 - e) State which services would need to come from another office and state the location of that office (or offices).
4. One (1) single-sided page Sample Certificate of Insurance indicating that it can meet all the insurance requirements as shown in **Attachment II** of the RFP.
 5. Completed Broker Letter (Sample single page Broker Letter as shown in **Attachment II** of this RFP).
 6. Completed Insurance and Indemnification Certification Form (**Attachment III**, single page form only).

7. Completed Conflict of Interest and Recusal Certification Form (**Attachment IV**, single page form only).
8. Rate Schedule
 - a) The Prime Consultant, and all sub-consultants, will provide a Rate Schedule in the form provided in **Attachment VI**. The Consultant shall provide an average and maximum (for the term of this agreement) direct hourly rate of compensation for the categories of personnel listed below for the term of this Agreement. The average rates specified will be the basis for computing the Prime Consultant's fee for each Task Order Assignment. The maximum direct hourly rate for each category of personnel shall not be exceeded during the term. All out-of-pocket expenses should be listed separately for the Prime consultant and sub-consultants.
 - b) Compensation for services will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times an approved multiplier not-to-exceed 2.75 based on a 10% allowance for profit and an overhead rate of 150%, or the firm's approved overhead rate as determined by NJDOT, whichever is less, plus approved out-of-pocket expenses, limited to: on-the-job mileage, printing and photographing, and specialized services performed by other firms at the Prime Consultant's direction. Payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project.
 - c) The approved 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.
 - d) No expenses or out-of-pocket expenses will be billed unless they are specifically included in the Fee Proposal for each Task Order Assignment. Air Fare and Per Diem Costs are not allowed.
 - e) The Prime Consultant, and all sub-consultants, must submit documentation in the proposal of their "approved overhead rate" for both office and field rates with NJDOT and this rate shall remain in effect for the duration of this Agreement subject to the maximum allowable rates listed in the Consultants proposal Rate Schedule. The maximum overhead for field work will be the NJDOT approved *field* overhead rate or 110% whichever is lower. The maximum overhead for office work will be the NJDOT approved *office* overhead rate or 150% whichever is lower. The maximum staff augmentation overhead for this Agreement will be 110%.
 - f) Mark-ups will not be permitted on sub-consultant costs.
 - g) Payment of actual costs for each task will be made monthly. A sample invoice will be provided by the Commission. The invoice will include the following narrative sections: (1) Summary of Work Performed; (2) Short-term Work Plan; (3) Issues Needing Resolution by DRJTBC and (4) Potential Claims/Extra Work.

Note: Anything in excess of the page limitations specified above, or on other media, will not be read or considered. If the Proposal submitted is not in accordance with the specific provisions defined above, it may be considered incomplete and rejected.

PROPOSAL SCHEDULE

The Commission's Proposal Schedule is as follows:

<u>Proposal Schedule</u>	<u>Date</u>
Post RFP on website	March 26, 2026
Pre-Proposal Submission Meeting	April 9, 2026, at 10:00 AM
Closing Date for Submittal of Inquiries	April 16, 2026
Response to Inquires	April 20, 2026
Closing Date for Submission of Proposal	April 28, 2026
Oral Interviews (if required)	June 2, 2026
Anticipated Notice of Award	July 27, 2026

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. The Consultant's attention is directed to **Attachment I** for additional Administrative and Contractual Information
2. It is the intention of the Commission to evaluate each Proposal including the Rate Schedule in conjunction with those received from all other firms. This will lead to a selection, and an Agreement to be executed with the successful Prime Consultant for this work.
3. Proposal, including the Rate Schedule, must be delivered to the Commission via e-mail prior to the time and date specified.
4. The Proposal will be evaluated using the following criteria:
Evaluation Criteria
 - Understanding of the CPMC Process and Commission Needs
 - Approach to Providing Effective CPMC Services
 - Experience of the Prime Consultant on Similar Projects
 - QA/QC Procedures
 - Credentials/Experience of the Project Team
 - Rate Schedule
 - IBE Participation
5. Following the evaluation of the Proposal, one or more Consultants may be required to participate in a Presentation/Interview with the Technical Evaluation Committee (TEC) at the Commission's Administration Facility in Yardley, Pennsylvania. The Presentation/Interview will be approximately 40 minutes in length: 20 minutes for the Consultant's Presentation and 20 minutes for Questions and Answers. The tentative date for these Presentations/Interviews are as noted in the Request for Proposal Schedule but will be announced after receipt and subsequent evaluation of the Proposals.
6. The Presentations/Interview will be evaluated using the following criteria:
Evaluation Criteria
 - Understanding of the Scope, Objectives and Key Issues
 - Program Director's Approach to managing the team, schedule and budget
 - Firm and Key Staff Technical Skills and Past Experience
 - Ability to work effectively with Commission Staff & Stakeholders
 - Ability to clearly and effectively communicate and answer questions
7. Following the completion of the review of the Technical Proposal and Presentations/Interviews each firm's overall score will be determined as the sum of the Technical Proposal Score scored as 60% and the Presentation/Interview Score scored as 40%.
8. The IBE Participation Target for this project is 25%.

The Prime Consultant shall indicate in their Proposal, the names of the IBE firms and the percentage of contract value to be performed by each.
9. 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.

10. An officer of the Prime Consultant submitting this Proposal and authorized to make a binding commitment must sign this Proposal.
11. 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.
12. Proposals must be submitted by **2:00 PM**, local time, on the date indicated in the **Proposal Schedule** and transmitted by email to the Assistant Chief Engineer (sburke@drjtbc.org) with copy to the Chief Engineer (kskeels@drjtbc.org). Due to email attachment size limitations, Proposals may be divided into 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. It is the Consultant's responsibility to assure that the proposals are received within the schedule specified.
13. The Commission shall not be liable for any costs incurred by any Prime Consultant and sub-consultants in the preparation of its Proposal for the services requested in this RFP.
14. A Pre-proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067, on the date and time indicated in the **Proposal Schedule**.
15. Inquiries concerning this RFP are to be directed, in writing, to Kevin M. Skeels, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 1199 Woodside Road, Yardley, PA 19067, Attention: Steven J. Burke, P.E., Assistant Chief Engineer. Inquiries by email are preferred. Email inquiries are to be directed to the Assistant Chief Engineer (sburke@drjtbc.org) with copy to the Chief Engineer (kskeels@drjtbc.org). The inquiry deadline is **2:00 PM**, local time, on the date indicated in the **Proposal Schedule**.
16. The Consultants shall be fully responsible for the delivery of their Inquiries and Proposals. Receipt of electronic transmissions within the deadlines specified is the consultant's responsibility.

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

Very truly yours,

Kevin M. Skeels, P.E.
Chief Engineer
KMS/ sjb

**ATTACHMENTS TO
REQUEST FOR PROPOSAL FOR
CONTRACT NO. C-825A**

CAPITAL PROGRAM MANAGEMENT CONSULTANT (CPMC) SERVICES

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I	ADMINISTRATIVE AND CONTRACTUAL INFORMATION
II	INSURANCE AND INDEMNIFICATION REQUIREMENTS
III	INSURANCE AND INDEMNIFICATION CERTIFICATION FORM
IV	CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM
V	SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT
VI	RATE SCHEDULE
VII	QUALITY ASSURANCE FORM
VIII	SAMPLE REQUEST FOR TASK ORDER ASSIGNMENT PROPOSAL

ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

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

Incurring Costs

The Commission shall not be liable for any costs incurred by any Consultant in the preparation of its proposal for the services requested by this RFP.

News Releases

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

Addendum to RFPs

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

Acceptance of proposals

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

Rejection of proposal's

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

Dissemination of Information

Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

Debriefings

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

Insurance and Indemnification Requirements

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

Right to Audit

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

Sample Standard Commission Consultant Agreement

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

ATTACHMENT II

**CAPITAL PROGRAM CONSULTANTS
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
INSURANCE REQUIREMENTS**

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

INSURANCE:

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

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

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$100,000 each accident

- Bodily Injury by Disease: \$100,000 each employee Bodily
Injury by Disease: \$500,000 policy limit
- c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
- d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
- a) Occurrence Form with the following limits:
- a) General Aggregate: \$2,000,000
- b) Products/Completed Operations Aggregate: \$2,000,000
- c) Each Occurrence: \$1,000,000
- d) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The General Aggregate Limit must apply on a per location/per project basis.
- d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).
- e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- Coverage to include:
- a) Per Accident Combined Single Limit \$1,000,000
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self- insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.
4. Commercial Excess/Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit (where applicable): \$5,000,000

- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) The Commercial Excess/Umbrella Liability policy shall be following form.
- e) No Insured vs. Insured or “Cross Suits” Exclusion on the policy.

5. Property of Covered Party:

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

ADDITIONAL COVERAGES AS NEEDED:

7. Pollution/Environmental Impairment Liability Coverage:

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

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) Claims Made coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.

- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
1. Bodily injury and property damage to third parties
 2. Natural resource damages
 3. Pollution clean-up costs, including restoration or replacement costs
 4. Defense costs
 5. Fines, penalties and punitive damages
 6. Transportation of waste material by or on behalf of the Covered Party
 7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
 8. Contractual Liability Coverage
 9. Lead, Silica, Asbestos and Mold Coverages
 10. Underground Storage Tank Coverage

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

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

8. Watercraft Liability Insurance:

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

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

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

The Insurance requirements listed in Items 8, 9 & 10 are waived for Contract No. C-825A – Capital Program Management Consultant (CPMC) Services Task Order Agreement. 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 sub-consultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified

Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

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: **DRJTBC Contract No. C-825A Capital Program Management Consultant (CPMC) Services
Task Order Agreement**

Dear _____:

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

Sincerely,

Insurance Broker / Insurance Carrier Name/Title

SAMPLE CERTIFICATE



Capital Program Consultants

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<p>PRODUCER</p> <p>SAMPLE</p> <p style="text-align: center; font-weight: bold;">Effective 1/1/2012</p> <p>INSURED</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C No. Ext): FAX (A/C. No.):</p> <p>E-MAIL:</p> <p>ADDRESS:</p> <p>PRODUCER:</p> <p>CUSTOMER ID #:</p> <hr/> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : X=A- (Excellent) or Higher</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B : X= Class VII or Higher</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : X=A- (Excellent) or Higher	NAIC #	INSURER B : X= Class VII or Higher		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : X=A- (Excellent) or Higher	NAIC #												
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.

SER. NO.	TYPE OF INSURANCE	ADOL SUBR (INSR / W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ- <input checked="" type="checkbox"/> LOC		*Per Project or Per Location must be checked			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below: Other applicable coverage shown here (see attached)					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - SA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$2,000,000 per occurrence / \$4,000,000 agg \$1,000,000 - \$5,000,000 (Refer to Contract)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract#, Certificate holder, the Commonwealth of PA, & the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/on contributing. No Cross Suits Excl. Umbrella/Excess policy follows form. Waiver of subrogation applies to all coverages where applicable by law. The SIR is not greater than \$50,000 on any policy above(except professional-see requirements). Deductibles must be stated

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">Delaware River Joint Toll Bridge Commission 1199 Woodside Road Yardley, PA 19067</p>	<p>CANCELLATION</p> <p style="font-size: x-small;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2008/08)

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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.

CG 20 10 10 01

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Page 1 of 1

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. C-825A

CAPITAL PROGRAM MANAGEMENT CONSULTANT (CPMC) SERVICES

(Name of Prime Consultant)

the undersigned, an officer of the named Prime Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Insurance and Indemnification Requirements stipulated in ATTACHMENT II of this RFP, and will comply with the Insurance Requirements, by providing the Commission as an attachment to this certification a sample "Certificate of Insurance" indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract C-825A.

(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-825A

CAPITAL PROGRAM MANAGEMENT CONSULTANT (CPMC) SERVICES

(Name of Prime Consultant)

the undersigned, an officer of the named Prime Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated sub-consultants comply with the requirements of these guidelines during the performance of work under Contract C-825A.

(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

DRJTBC CONTRACT NO. C- _____

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

WITNESSTH:

WHEREAS, the Commission, on _____, _____, issued a _____ to provide _____ and such _____ together with issued Addenda _____ and _____ is incorporated herein as Attachment "A" and made a part hereof; and

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

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

WHEREAS, the Commission in its letter dated _____, _____ provided the Consultant with Notice of Award, which is incorporated herein as Attachment "C" and made a part hereof; and

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

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

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

1. The Scope of Services to be provided under this Agreement shall be as outlined in the Scope of Services of the Commission's _____ dated _____, _____ including Addenda __ and __ and further supplemented by the Consultant's _____ dated _____, _____. The above referenced _____ and its _____ addenda are attached hereto as Attachment A and made a part hereof. The Consultant's _____ is attached hereto as Attachment B and made a part hereof. The Commission's _____, _____ Notice of Award letter is attached hereto as Attachment C and made part hereof. In the event of conflicts, inconsistencies or discrepancies between and/or within the contract documents including, but not limited to, the Commission's Request for Proposal, the Consultant's Proposal, Rate Schedule and Fee Proposal, any problem statement or any specific Task Order Assignment, the Consultant shall provide the better quality or greater quantity of Scope of Services, at no additional cost to the Commission, in accordance with the Commission's interpretation.

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

2. The term of this Agreement shall be for two (2) years from the Commission's _____, _____ Notice of Award letter date, with tasks assigned by the Commission to the Consultant on an as-needed basis, as determined in the Commission's sole discretion; provided however, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion. Furthermore and without limiting the foregoing, the Commission will conduct annual reviews of the Consultant's performance under this Agreement at the end of each anniversary year of the Agreement to determine, in the Commission's sole discretion, if the Consultant's services will be required for subsequent years of the Agreement and the Consultant shall fully cooperate with the Commission in connection with such annual reviews, at no additional cost to the Commission.
3. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

B. Staff and Facilities

1. The Consultant shall designate a single point of contact with the Commission for all matters relating to this Agreement. This person shall be authorized to submit proposals for each Task

Order Assignment and negotiate the cost for any and all Task Order Assignments requested of the Consultant.

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

C. Supervision

1. The Consultant agrees that a Principal Officer of the Consultant will, at all times, have personal direction and charge of the Consultant's work to be performed hereunder and be available for meetings with the Commission's Executive Director and/or his/her designee.
2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

D. Confidentiality

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

2. Consultant agrees that Consultant will not, except as specifically authorized in writing by omission, disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the Commission its facilities, personnel or officials.

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

1. For, and in consideration of the services performed by the Consultant under this Agreement, the Commission shall pay the Consultant up to an amount not-to-exceed _____ (\$ _____). Notwithstanding anything else to the contrary in this Agreement or any attachments hereto, this Agreement is not intended to provide a guarantee to the Consultant that the specified not-to-exceed dollar amount will be utilized during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement or any Attachments hereto, the Commission reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the Commission, in its sole discretion

Individual tasks will be assigned by the Commission to the Consultant on a task order basis after receipt and approval by the Commission of a proposal from the Consultant for each task specifically requested and outlined in the Problem Statement prepared by the Commission. A not-to-exceed amount shall be established for each Task Order Assignment and shall be based on the Consultant's Task Order Assignment Proposal Rate Schedule (See Attachment "B") and any subsequent negotiations to arrive upon an agreed upon fee for the specific assignment authorized by the Executive Director and/or his/her designee. The services for this Agreement

are assigned by the Commission on an as-needed basis, as determined by the Commission, in the sole discretion.

Costs incurred beyond the specified not-to-exceed amount established for each Task Order Assignment, without prior Commission approval, shall be at the sole risk of the Consultant.

2. The not-to-exceed payment for each Task Order Assignment shall include payment for all direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and field personnel respectively, plus approved out-of-pocket expenses at actual cost, including but not limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant's direction.
3. The multiplier for the Consultant and any sub-consultants shall be as follows:

Multiplier					
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

4. 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.
5. The Commission shall have the right to decrease the scope of any Task Order Assignment or terminate any Task Order Assignment at any time and for any reason upon written notification of the Executive Director and/or his/her designee. In such an event, the Consultant will be fully compensated for work properly performed prior to the notification of reduction in scope or termination of work.
6. If during any stage of the services performed under this Agreement, a change is order by the Commission which is deemed by the Commission to be caused by an error or omission on the

part of the Consultant, its agents, servants, and/or employees, the Consultant shall perform all services necessary to correct such error and omission at no cost to the Commission.

B. Periodic Statements

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the Commission a verified statement, supported by such original or other records and receipts as the Commission may request, all on forms and in accordance with the payment and audit procedures of the Commission, which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded hereunder. Such statement, when approved by the Commission as to form and items of claim, shall be paid within thirty (30) days of presentation.

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

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

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

B. Subcontracts

1. The Consultant may obtain by subcontract, subject to written approval of the Commission's Executive Director and/or his/her designee, such supplemental professional and non-professional services or independent consultants as are necessary for the proper performance of this Agreement. Furthermore and without limiting the foregoing, the Consultant must retain the Commission's prior written approval prior to retaining any subcontractor and/or independent consultant under this Agreement.

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

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

the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

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

D. Claims

1. The Commission shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the Commission, the Commission shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the Commission.
2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. Commission shall have the right to approve election of such counsel by Consultant. In the event Commission determines that any counsel previously approved is not performing satisfactorily, Commission shall have the right to require that Consultant either choose a replacement counsel acceptable to the Commission or engage additional counsel for the Commission who is acceptable to the Commission.

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

1. The Consultant shall familiarize itself with all federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall

discover any provision in this Agreement, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Commission in writing.

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

1. The Commission or its Executive Director and/or his/her designee may from time to time by written order require additional work and services to be performed by the Consultant. The Consultant shall submit a proposal to include scope and level of effort for each task, in writing, to perform the requested additional work and services for review and approval, within five (5) business days after receipt of the request from the Commission or fewer if required by the Commission. Payment for this work will be made on the basis of direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and a multiplier for field personnel, as shown in the table below, plus approved out-of-pocket expenses at actual cost and sub-consultant and specialized services at actual cost.

Multiplier	_____	_____	_____	_____	_____
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

B. Work to Become the Property of the Commission

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

ARTICLE VII – CONSULTANTS INSURANCE

A. Consultant’s Insurance

1. The Consultant will be required to provide insurance of the prescribed types and minimum amounts incorporated herein as Attachment “D” and made a part hereof and the Consultant will be required to comply with all other insurance requirements set forth in Attachment “D” hereto.

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant’s Records and Accounts

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

B. Inspection by the Commission

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

ARTICLE IX – TERMINATION

A. Default of Consultant

1. In the event that this Agreement or any part thereof has been abandoned, is unnecessarily delayed on the part of the Consultant, or is not being performed satisfactorily, or the Consultant is willfully violating any provisions of this Agreement or is performing same in bad faith as determined at the sole discretion of the Commission’s Executive Director and/or his/her designee, the Commission’s Executive Director and/or his/her designee may declare the Consultant in default and notify him, in writing to discontinue further performance of the services required under this Agreement. The

Commission shall recover the costs of completing the services under this Agreement by deducting such amounts of monies due or to become due to the Consultant hereunder, and the Consultant agrees to pay any deficiency in such recovery to the Commission upon demand.

B. Termination at Commission's Own Interest

1. The Agreement may be terminated, in whole or in part, by the Commission upon fifteen (15) calendar days written notice to the Consultant, whenever the Commission deems it advisable to do so in its own interest. Upon Receipt of such notice from the Commission, the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Commission:
 - a. Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.
 - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
 - c. Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
 - d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
 - e. Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
 - f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.
2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting, the general rights of the Commission as set forth in Article IX.B.1 paragraphs a. through f. hereof, the Commission shall have the right to terminate this agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the Commission in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the Commission or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment Upon Termination in the Interest of the Commission

1. In the event that this Agreement is terminated by the Commission under the provisions of Article IX.B.1 and/or 2, the Commission shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the Commission determines to be just and proper under all circumstances; provided however, the Consultant shall not be entitled to received any

compensation greater than the compensation for work properly performed prior to the notification of termination. Furthermore and without limiting the foregoing, in no event shall the Consultant's or any of its agents loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

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

ARTICLE XI – DEFINITIONS

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

ARTICLE XII – MISCELLANEOUS

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

If to the Commission:

Delaware River Joint Toll Bridge Commission
Administration Building
1199 Woodside Road
Yardley, PA 19067
Attn: 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:

Executive Director

Joseph J. Resta

Print

CONSULTANT:

ATTEST:

Signature

Title

Signature

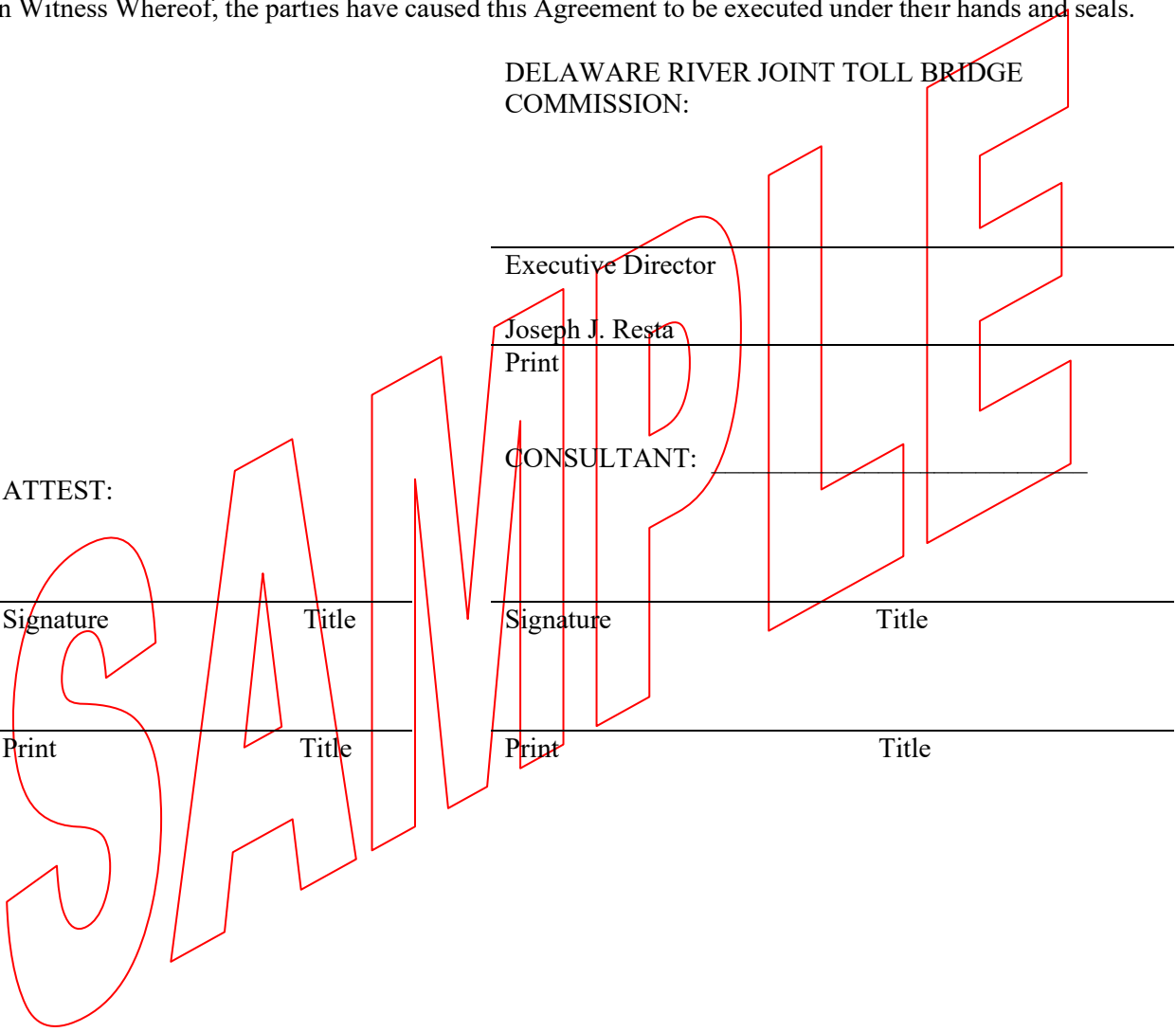
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ATTACHMENT VI

**RATE SCHEDULE FOR
PROFESSIONAL ENGINEERING SERVICES**

•	Direct Labor Rates			
	Classification		Average Hourly Rate	Maximum Hourly Rate
	Project Principal (see Note 3)			
	Program Director			
	Office Administrator			
	Program Controls Specialist/Scheduler			
	CPMC Project Manager			
	Senior Engineer			
	Engineer			
	Assistant Engineer			
	Construction Manager			
	Resident Engineer			
	Architect			
	Environmental Specialist			
	Traffic/ITS Specialist			
	Estimator			
	Scheduler			
	Technician/Draftsperson			
	Survey Crew Chief			
	Survey Staff			
	Administrative Assistant			
•	Overhead (as a percentage of Direct Labor, see Note 2)			
			Office (max 150%)	
			Field (max 110%)	
			Staff Augmentation (max 110%)	
•	Profit (maximum 10%)			

NOTES:

- Any material, supplies or other items acquired by the Consultant that have a remaining useful life after completion of the work and for which the Consultant receives reimbursement shall be delivered to the Commission prior to receipt of final fee payment
- Both the Office and Field overhead rates must be either “approved” NJDOT or PennDOT overhead rates as evidenced by accompanying letter or 150%/110% whichever is less and shall remain fixed for the entire term of this two (2) year Agreement.
- Payment for Corporate Officers, Partners, Owners (all shown as Project Principals) will only be made if they are performing specific technical tasks to the betterment of the project.

ATTACHMENT VIII

SAMPLE REQUEST FOR TASK ORDER ASSIGNMENT PROPOSAL

[DATE]

[NAME, TITLE] [COMPANY] [STREET ADDRESS]
[CITY, STATE, ZIP CODE]

Re: DRJTBC Contract No. [NO.]; Capital Project No. [NO.]
[TASK ORDER AGREEMENT NAME]
Request for Task Order Assignment Proposal

Dear Mr. [NAME]:

Please submit a proposal to provide professional services to [PROVIDE A BRIEF DESCRIPTION OF THE SERVICES TO BE PROVIDED UNDER THIS TASK ORDER AGREEMENT, ABOUT 15-20 WORDS]. This will be Task Order Assignment [X-XXXX] for [TASK ORDER ASSIGNMENT DESCRIPTION] as outlined within the attached Problem Statement, pursuant to our existing agreement for [INDICATE STRUCTURAL/CIVIL, FACILITIES OR CONSTRUCTION MANAGEMENT/INSPECTION AS APPROPRIATE] Task Order Consulting Services.

Your proposal shall include a transmittal letter and the following six (6) items in this order:

1) Task Order Agreement Form; 2) the Commission's Problem Statement; 3) the Consultant's Scope of Services; 4) Key Milestone Deliverable Dates; 5) the Consultant's Schedule; and 6) Fee Breakdown and Summary; each of which shall be included and made a part of this Task Order Assignment Agreement. A discussion of each submittal form follows:

- The **Task Order Assignment Agreement Form** summarizes the basic contractual elements of the assignment (see attached form)
- The Commission's **Problem Statement** details, from the Commission's perspective, what issues must be addressed through this Task Order Assignment and forms the basis of the Consultant's Scope of Services (see attached Problem Statement).
- The **Consultant's Scope of Services** details the scope of services to be performed by the Consultant in response to the Commission's Problem Statement (sample form forwarded under previous separate cover).

- The **Key Milestone Deliverable Dates** lists those dates taken from the Microsoft Office Project schedule that must be met to maintain the Task Order schedule (sample form forwarded under previous separate cover).
- The Consultant's **Schedule**, in Microsoft Office Project format, details the subtasks and their start and completion dates (sample form forwarded under previous separate cover).
- The Consultant's **Fee Breakdown and Summary** submitted in Microsoft Office Excel format (sample form forwarded under previous separate cover).

Attached are the Task Order Assignment Agreement form and the Commission's Problem Statement for this assignment. Separately, we will also transmit these to you electronically via e-mail. Your execution of this form and the entry of the appropriate information (i.e. Assignment Project Engineer, Subcontractor Participants, Estimated Schedule Duration, Estimated Staff Hours and Estimated Charges & Expenses) along with the submission of Key Milestone Deliverable Dates, the Commission's Problem Statement, the Consultant's Scope of Services, Schedule and Fee Breakdown and Summary constitute your required "submittal package". You are requested to submit a hard copy of the aforementioned proposal package within 5 working days after receipt of this request for this proposal along with an electronic PDF version via e-mail.

We look forward to working with you on this project of critical importance to the Commission. Should you have any questions or need additional information please do not hesitate to contact the [NAME], Project Manager, at [PHONE NUMBER].

Very truly yours,

Kevin M. Skeels, P.E. Chief Engineer

KMS/[xyz]
Attachments

cc: Joseph J. Resta, Executive Director

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
TASK ORDER ASSIGNMENT AGREEMENT
DRJTBC Contract No. C-412B-7, Capital Project 0006A
Trenton-Morrisville Toll Bridge Rehabilitation Constructability Exercise

This proposal for Task Order Assignment services is submitted under a standing Consulting Engineer Agreement between the Commission and The XYZ Company for Professional Engineering Services to provide a Constructability Exercise for the Trenton-Morrisville Toll Bridge Rehabilitation Project. Terms governing the Task Order Assignment are those set forth in said Consulting Engineer Agreement unless revised by Commission written request, as to rates, costs, insurances and participation.

Commission Task Order Assignment Control Data:

Assignment Description: **Trenton-Morrisville Toll Bridge Rehabilitation Constructability Exercise**
Assignment Number: **Assignment #XX** Assignment
Proposal Request Date: **XXXX XX, 202**
Program Area Manager: **XXXXXXXXXX**
Project Manager: **XXXXXXXXXX**

Consultant Task Order Assignment Submittal Data:

Assignment Project Engineer: **XXXXXXXX, P.E.**
Assignment Scope of Work: **See Problem Statement and Attachment A.**
Subcontractor Participations: **XYZ Engineers, Inc. _____**
Estimated Schedule Duration: **30** _____ calendar days. See Attachment B.
Estimated Staff Hours: **140** _____ hours. See Attachment C for breakdown by Task.
Detailed Estimate by Item: **See Attachment C for Development of charges & expenses.**
Estimated Charges & Expenses: **\$ XX,XXX.XX** _____ (Not-to-Exceed Fee)

Consultant Submittal Commitment:

Principal in Charge: _____ (Date)

Commission Approval:
Recommended By

Kevin M. Skeels, P.E. - Chief Engineer (Date)

Approved By _____ (Date)

Joseph J. Resta - Executive Director (Date)

KEY PROJECT MILESTONE DELIVERABLE DATES

- Task Order NTP - Monday, August 28, 2006
- Submit Final Preliminary Phase - Wednesday, October 18, 2006
- Submit 60% Design Phase Documents - Tuesday, November 21, 2006
- Submit Pre-Final 100% Phase - Tuesday, December 12, 2006
- Advertise Project for Construction - Friday, January 5, 2007
- Award Construction Contract - Monday, February 26, 2007
- Begin Construction in the field - Thursday, April 19, 2007
- Substantial Completion Date - Monday, August 6, 2007
- Deliver As-Built to Commission - Friday, September 21, 2007

The Scudder Falls Bridge, carrying I-95 over the Delaware River is a girder-floorbeam- stringer type bridge spanning a total of 1740 ft. from center to center of abutment bearings. The bridge consists of ten (10) continuous spans with pin hanger hinge assemblies and cantilever suspended spans in four of the spans. The bridge deck has an out-to-out width of 63'-6" and carries two (2) lanes of mainline traffic.

The Commission has retained a design consultant, DMJM+HARRIS, Inc. to work on the I- 95/Scudder Falls Bridge Improvement Project. One element of this project required DMJM+HARRIS to perform an inspection of the bridge and prepare a report for the Commission. The Commission has received that report and wishes to address some of the Maintenance Repair Recommendations that were reported.

The Commission plans to follow its standard construction contract bidding process to award a construction contract to a Contractor to make the repairs to the bridge.

The Commission is seeking a Consultant under this task order agreement to prepare Plans and specifications. One of the Commission's expectations for the repairs is to minimize the disruption of service on Interstate 95 while the repairs are being made to the Scudder Falls Bridge.

The Commission is committed to addressing these conditions by utilizing a standing Consulting Engineer Task Order Agreement to determine appropriate repair / replacement strategies and implement the preferred mitigation method.

The Consultant will be required to prepare various bid documents in PENNDOT format in order to permit the Commission to let the repairs as a construction contract.

The Commission requests a proposal to perform the following tasks:

- Review existing sources of information related to these issues, including, but not limited to:
 - Applicable portions of the Commission’s March 1995 publication entitled “General Information on the Non-Toll Bridges”
 - Previous annual inspection reports prepared by the Commission’s GEC Consultants
 - Construction documents for the various repair or rehabilitation projects, identified in the above referenced general information book, performed by contract and Commission maintenance personnel as well as any as built information
 - The 2003 Report of Inspection Findings as prepared by DMJM+HARRIS for the I-95 / Scudder Falls Bridge Improvement Project
- Visit the site and conduct a field inspection of the stringer stress relief joints and their supporting diaphragms. The inspection should be focused on making and recording observations relating to their existing conditions for the purpose of formulating the above referenced repair / replacement strategies as well as the preferred mitigation method.
- Prepare and submit a letter report summarizing the findings of the field inspection. Determine and identify alternative repair / replacement strategies. Provide discussions on any latent deficiencies of the existing designs and / or conditions that might influence the selection of a particular strategy. Evaluation of the alternative strategies shall include consideration of factors such as initial cost, reoccurring costs, service life, inconvenience to the traveling public, etc. Provide a recommendation for a specific strategy.

The Consultant shall assume one (1) half-day meeting as part of this task.

- Obtain Commission concurrence on the field inspection report and associated recommendation. The Consultant will be required to prepare various bid documents (Plans, Specifications & Engineering Estimate) in PENNDOT format and “package” said documents together with the Commission’s “boiler plate” materials in order to permit the Commission to “let” the repairs as a construction contract. The deliverables will include, but not be limited to, necessary repair drawings, maintenance and protection of traffic drawings, detour plans, technical specifications, and associated special provisions to include environmental controls / lead-based paint mitigation provisions as well as engineer’s estimates.

Provide details of advance notification signs for use by the Commission’s maintenance personnel. These signs are anticipated to be erected approximately two weeks prior to

the commencement of construction for the purpose of advising motorists / pedestrians of the construction start date and any restrictions relating to the use of the bridge facility.

60% Submission - Provide a submission in the form of 60% complete contract drawings showing the scope of work, design / construction details, maintenance / protection of traffic, detour plan, etc. Quantities are not required for this submission; however, a preliminary cost estimate and outline of specifications should be furnished. Provide twelve (12) sets of half-size (11"x17") plans, the preliminary cost estimate and outline of the specifications. Comments are anticipated to be provided to the Consultant within 10 working days after its receipt.

Pre-Final Submission - Provide a submission in the form of 100% complete, except for Commission comments, contract drawings and "complete" specifications as well as an Engineer's Estimate. Included as part of this submission will be a construction schedule using scheduling software such as MS Project or Primavera SureTrak which identifies the major milestones and work activities in sufficient detail to develop the duration of the project to complete the contract work items. Twelve (12) sets of the following will be provided: half-size plans, the "complete" specifications and Engineer's Estimate. Comments are anticipated to be provided to the Consultant within 10 working days after its receipt.

Final Submission - Provide a submission in the form of 100% complete "sealed" contract drawings and "complete" specifications incorporating Commission comments as well as an Engineer's Estimate. Twenty (20) full-sized (22" x 34") paper sets and five (5) half-size paper sets of the drawings as well as twenty-five (25) bound copies of the "complete" specification books.

Conformed Submission - Provide a submission in the form of a conformed set of contract drawings and "complete" specifications incorporating revisions resulting from Addendums. One full-size Mylar set, ten (10) full-size paper sets and five (5) half-size paper sets of the drawings as well as one unbound copy of the "complete" specification book. Digital copies of all drawing files must also be submitted in a format compatible with MicroStation SE and digital copies of all documents should be provided in both Microsoft Word and PDF formats on two (2) compact disks.

The Consultant shall assume two (2) half-day meetings as part of this task.

The Consultant shall provide all necessary design related activities related to the preparation of the above referenced information. A completed Quality Assurance Certification Form shall be provided with all submissions.

- The Consultant shall provide “post design” services to include but not be limited to:
 - Attendance at the Pre-bid Meeting(s), preparation of Pre-bid Meeting minutes, support and assistance in answering questions by potential bidders both at the Pre-bid Meeting(s) and throughout the period immediately prior to the receipt of bids, preparation of addendums, review and analysis of bids, and preparation of a recommendation for award of the contract to the lowest responsible bidder(s).

Perform post-bid analysis of the received bids and prepare a written recommendation regarding the acceptability of the bids received by the Commission.

In the case of the Commission accepting the bids and choosing to contract with a bidder, the Consultant will be required to incorporate all addenda into the construction document package and re-issue original documents in the form of a “Conformed” contract set(s) of plans and specifications, which incorporates all bidding phase document changes and represents the final “as-designed” version of the contract documents as noted in item 4.

- Review of all shop drawings and respond to any design related questions and / or requests for clarification brought to the Consultant's attention by the Commission. It is noted that the Commission shall not reimburse the Consultant for the correction of any errors or omissions on the plans.

The Consultant will be required to prepare change-order related revisions to the contract documents. If the change order revisions are at the Commission's request and are for the convenience and benefit of the Commission due to unforeseen circumstances, the Consultant will be compensated for the revisions in accordance with the Article VI / Section A of the Agreement. If, however, the change order revisions are due to errors, omissions, or deficiencies in the original contract documents, no additional compensation will be allowed for these revisions.

Attend a half-day Pre-construction Meeting along with representatives from the Commission, Contractor and other involved parties.

Attend bi-weekly Construction Progress Meetings, once every two (2) weeks as scheduled during the duration of the construction contract and a project closeout meeting at the end of the construction.

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

CONSULTANT SCOPE OF SERVICES – ATTACHMENT A

A. Easton-Phillipsburg Toll Bridge Sign Structures and Signage –
Final Design

**STRUCTURAL / CIVIL TASK ORDER AGREEMENT ASSIGNMENT C-
412B-1**

A. General

The XXX XXXXX accepts the task assignments as presented in the Commission’s Problem Statement dated March 4, 2005, with the following recommended elaborations and clarifications to the tasks identified in the Problem Statement.

The sign structures are identified as follows:

- Sign Structure D spans both eastbound and westbound traffic lanes of US Route 22 and is located on the Pennsylvania approach just east of Bushkill Creek
- Sign Structure “Y” spans eastbound traffic lanes of US Route 22 and is located on the Pennsylvania approach within the vicinity of Ramp B.
- Sign Structure “A” spans westbound traffic lanes of US Route 22 and is located on the Pennsylvania approach within the vicinity of Ramp A.
- Sign Structure E is a cantilever structure located over the eastbound traffic lanes of the Broad Street Viaduct and is mounted on the 2nd pier from the west abutment
- Sign Structure G is mounted to the pedestrian overpass spanning westbound traffic lanes of US Route 22 and is located east of Hillcrest Blvd.
- In addition to the above listed signs two (2) sign structures mounted to the bridges main span top chord bracing will be included in the repair/replacement Final Design. These sign structures are identified as Sign Structure S1 over the eastbound and westbound lanes and located toward the western end of the main river span and Sign Structure S2 over the westbound lanes and located toward the eastern end of the main river span.

XXX will develop construction documents for the demolition of the existing sign structures, sign structure repair/replacement, new signage design including ground mounted signage, design of required roadside protection, maintenance and protection of traffic during construction and appropriate construction staging in the form of Plans, Specifications and Cost Estimate in PennDOT format suitable for construction letting. XXX will review and modify the Commission’s specification “boiler plate” and will prepare a job specific project manual for distribution to prospective bidders.

It is anticipated that the sign structure construction, signage improvements and roadside protection work will be performed in a single construction contract. XXX will also perform Post Design Services for the anticipated construction work.

Maintenance and Protection of Traffic (M&PT) during Final Design, including surveying and geotechnical investigation operations will be provided by a subcontractor and will be

in accordance with PennDOT and NJDOT work zone traffic control for short term operations. Lane closures will be required to facilitate the surveying and soil boring work. A crash truck with a driver along with all cones and required traffic control devices and the labor to set-up and take down the lane closures will be provided by a subcontractor.

It is anticipated that the lane closures will occur between 9:00 am and 3:00 pm on weekdays. The field work may need to be rescheduled due to inclement weather. Each lane closure set-up would last the full six (6) hours and the field operations would move from sign to sign in the closed lanes. The sign structures are all within approximately 1/4 mile on each side of the bridge. Therefore each lane closure will be less than approximately 1/2 mile excluding tapers. If the field operations end early on any day, the next set-up will not be until the following day. Lane closures will be required for four (4) to six (6) days. Lane closures will be discontinued at the toll plaza.

It is anticipated that no toll passes will be issued.

Our sub-consultant XXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX, XX (DBE/SBE) will be responsible for design of sign lighting and our sub-consultant XXXXXXXX, XXXX (DBE/SBE) will be responsible for the Geotechnical Investigation including the soil boring program and sign structure foundation recommendations.

A. Task 1 – Project Coordination

- This task will consist of overall project management including meetings and coordination with the Commission's Chief Engineer, the Commission's Engineering Department, sub-consultants, subcontractors and preparation of progress reports.
- An initial kick-off meeting will be held prior to the commencement of work. A total of three (3) additional Final Design meetings with the Commission are anticipated. Coordination and support will be maintained with all technical disciplines throughout the project.
- The design schedule included with this proposal will be refined and updated.
- Technical reviews of other disciplines work will be performed as required.
- QA/QC reviews will be performed for all submissions.
- Memorandums will be prepared for distribution.
- Prepare and solicit M&PT subcontract for traffic control during surveying and geotechnical investigation.

A. Task 2 – Review of Existing Information

- In preparation for the previous inspection task, XXX has searched the Commission's Morrisville drawing files and existing documentation and reproduced the obtainable original plans. However, we will revisit the Commission's archives as a check to ensure we have all the available existing information.
- Perform a site visit to refine concepts for new sign placements, M&PT, surveying and soil boring operations.
- XXX will contact utility companies, identify utilities in the vicinity of each proposed sign foundation, indicate these utilities on the plans, submit verification plans to the utility companies and indicate on the plans any utility designed relocations. Utility relocations (performed by the utility company) will be coordinated with the project.

A. Task 3 – Plans, Specifications and Estimate

- XXX will field verify the proposed signage improvements prior to completion of final design. A total of three (3) site visits are anticipated.
 - New roadway signs will be designed based on the recommended strategy and standards established by the M.U.T.C.D., PennDOT and the Commission. All roadway signing will be shown on the final design drawings. New signs will be designed using “GuidSign” software.
 - Roadside safety devices will be designed for the protection of sign structures and shown on the final drawings.
 - Perform detailed survey in vicinity of new sign structure foundations.
 - Perform required subsurface exploration including soil borings and foundation recommendations.
 - Perform sign structure and support designs in accordance with PennDOT standards.
 - Plans and details will be prepared for M&PT, including detours as required for the construction of the new signs and structures. As many as six (6) detours may be required. Final M&PT design drawings will be prepared to scale, and will show the work zones, lane widths, temporary signing, striping, temporary traffic control devices, and details. XXX will also develop the construction staging of the improvements. M&PT plans will be prepared for review and comment at the 60% and Pre-Final stages, prior to final submission to the Commission.
 - Construction details for traffic roadway signing and supports, roadside safety devices, temporary M&PT devices and temporary signing will be prepared. PennDOT or NJDOT details will be utilized where appropriate.
 - XXX will prepare quantity calculations for all proposed items of work. Based on the quantity estimate we will prepare a cost estimate for the fabrication and erection of the proposed and temporary items.
 - Prepare specifications for the construction contract based on PennDOT standard specifications.
 - Prepare Plans, Specifications and Estimate Submission for Sign Structures D, Y, A, E, G, S1 and S2. Submissions will include 60%, Pre-Final and Final PS&E. The anticipated plan sheets for the sign structures and signage include:
 - Key Plan – 1 sheet.
 - General Notes and Quantities – 1 sheet.
 - General Plan and Elevation for each Sign Structure – 6 sheets.
 - Sign Structure Details – 10 sheets.
 - Sign Lighting Plans – 14 sheets.
 - Signing Plans – 10 sheets.
 - Signing Text Details – 5 sheets.
 - Roadside Protection – 4 sheets.
 - M&PT and Staging – 18 sheets.
 - M&PT Details – 5 sheets. Total number of sheets = 74
 - *Deliverables –*
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- *60% Submission - Twelve (12) half-size sets of Plans, Preliminary Cost Estimate, outline of Specifications and Quality Assurance Certificate.*
- *Pre-Final Submission - Twelve (12) copies of Plans(six (6) full-size sets and six (6) half-size sets) with quantities, Construction Cost Estimate, complete Specifications, Construction schedule and Quality Assurance Certificate.*
- *Final Plans, Specifications and Estimate Submission - one (1) “sealed” full-size mylar set of Plans, Thirty (30) full-size sets, Fifteen (15) half-size sets, Forty-five (45) bound copies of specifications book, copy of the Construction Cost Estimate and Two (2) electronic CD ROM versions of the Plans in MicroStation SE and the Specifications, Construction Cost Estimate and Construction Schedule in MSWord, Excel, and MSProject formats as appropriate. All documents will also be delivered on CD ROM in PDF format.*

A. Task 4 – Post Design Services

- Perform Post Design Services in accordance with the Commission’s problem statement.
- Attend the pre-bid meeting and prepare minutes of meeting.
- Respond to contractor questions.
- Prepare addendums.
- Review and analysis of bids and recommendation for award of contract.
- Prepare the “Conformed Set” of documents.
- Review of shop drawings.
- Attend the pre-construction meeting and prepare minutes of meeting.
- Field visits, responses to design related questions and providing plan changes as required.
- Prepare change order related revisions.
- *Deliverables –*
 - *Conformed Set of Contract Documents - one (1) “sealed” full-size mylar set of Plans, Ten (10) bound full-size sets, Ten (10) bound half-size sets, Ten (10) bound copies of the specifications book, Two (2) electronic CD ROM versions of the Plans in MicroStation SE and the Specifications, Construction Cost Estimate and Construction Schedule in MSWord, Excel, and MSProject formats as appropriate. All documents will also be delivered on CD ROM in PDF format.*

FEE SUMMARY - ATTACHMENT C

ASSIGNMENT DESCRIPTION: **Easton-Phillipsburg Toll Bridge
Sign Structure and Signage - Final Design**
 ASSIGNMENT NUMBER: **Assignment C-412B-1**
 ASSIGNMENT PROJECT ENGINEER: **Nelson E. Kittredge, P.E. (973) 898-0300 FAX (973) 898-9472**

DISTRIBUTION OF MAN-HOURS

TASK	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	RESIDENT ENGINEER	SURVEY CREW CHIEF	INSTR PERSON	TECHNICIAN	TOTAL
Task 1 - Project Coordination		40	28						68
Task 2 - Review of Existing Information		8	16	8					32
Task 3 - Plans, Spec. and Estimate		156	316	878		24	24	416	1814
Task 4 - Post Design Services		62	24	164					250

TOTAL		266	384	1050		24	24	416	2164
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DIRECT LABOR COSTS

CLASSIFICATION	RATE	HOURS	COST
PROJECT PRINCIPAL	\$XX.XX		
PROJECT MANAGER	\$XX.XX	266	
PROJECT ENGINEER	\$XX.XX		
SENIOR ENGINEER	\$XX.XX	384	
ENGINEER	\$XX.XX	1050	
RESIDENT ENGINEER	\$XX.XX		
ARCHITECT	\$XX.XX		
ASSISTANT ENGINEER	\$XX.XX		
ENGINEER TRAINEE	\$XX.XX		
TECHNICIAN	\$XX.XX	416	
DRAFTSPERSON	\$XX.XX		
SURVEY CREW CHIEF	\$XX.XX	24	
SURVEY CREW (2 MAN CREW)	\$XX.XX	24	
CLERICAL	\$XX.XX		
SR. LANDSCAPE ARCHITECT	\$XX.XX		
PRINCIPAL ENVIRON. SPEC.	\$XX.XX		
SENIOR PROJECT ARCHITECT	\$XX.XX		

TOTAL		2,164	
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DIRECT COSTS

ELEMENT	COST
Mileage (3000 mi. @\$0.405/mi)	\$1,215.00
Tolls	\$50.00
Reproductions and Mail	\$8,600.00
TOTAL	\$9,865.00

TOTAL PROJECT COST

Direct Labor Cost (Times X.XXXXX multiplier)	\$XX,XXX.XX
Direct Costs	\$9,865.00
Subconsultants	
XXX Associates	\$19,198.00
XXXX Corp.	\$19,902.00
Non-Professional Subcontractor	
M&PT Subcontractor	\$5,000.00
TOTAL	\$XX,XXX.XX

