Delaware River Joint Toll Bridge Commission

"Preserving Our Past, Enhancing Our Future"

November 12, 2026

To: All Consultants

Re: Request for Proposals (RFP)
Professional Engineering Services
General Engineering Consultant – 2027 – 2028 Annual Inspections
DRJTBC Contract No. C-829A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites proposals from Consultants for professional engineering services to perform inspections of the Commission's Bridges and associated facilities within the Commission's jurisdiction and to submit reports including inspection findings and recommendations. The bridge inspections, as well as nondestructive testing (NDT) services of bridge pins located on selected Commission bridges, are to be performed under generally accepted NBIS (National Bridge Inspections) standards. The Commission owns and operates 20 bridge crossings over the Delaware River and 34* 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.

These inspections will include all facilities owned by the Commission in connection with the scheduled bridges whether they are immediately adjacent or contiguous to the scheduled bridges. The facilities to be inspected include, but are not limited to; approach roadways and highways, toll plazas, entrance plazas, overpasses, underpasses, sign structures and appurtenances, all administration, service, shelters and storage buildings and any other property within the Commission's jurisdiction. All Fracture Critical bridges will require an FCM inspection in accordance with NBIS. Inspection services also include professional engineering services to perform nondestructive testing (NDT) services of bridge pins located on selected Commission bridges.

Special access equipment, including safety boat, and traffic control required for the inspections will be provided by the Commission, with tehe exception of the Easton-Phillipsburg Toll Bridge, where the Consultant will be required to provide their own access to upper levels of the above deck truss and pins.

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

1) Trenton - Morrisville Toll Bridge and twelve (12) approach structures
2) Scudder Falls Toll Bridge two (2) parallel structures, two (2) approach structures and two (2) pedestrian ramp 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 a 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 12 Toll Supported bridge 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

Bridge pin testing includes the following bridges and the following inspection schedule:

2028 - New Hope – Lambertville Toll Bridge (US 202) (16 hanger assembly pins)

2028 - Easton-Phillipsburg Toll Bridge (US 22) (74 truss pins)

2030 - New Hope Lambertville Toll Supported Bridge (216 truss pins)

2032 - Calhoun Street Toll-Supported Bridge (252 truss pins - Wrought Iron)

2034 - Northampton Street Toll-Supported Bridge (98 truss pins)

2036 - Riegelsville Toll-Supported Bridge (8 suspension cable pins)

2036 - Lumberville-Raven Rock Pedestrian Bridge (8 anchorage pins)

In addition to the main river crossing bridges, their approach spans and/or bridges and associated highway and ramp approaches, there are administration/operation buildings, maintenance shops and garages. In addition, the Commission owns a stand-alone maintenance facility, serving the Scudder Falls Toll Bridge facility, located at 2400 Big Oak Road, Langhorne, Pennsylvania 19047.

Available for review at the Commission's Administration Building in Yardley, PA are internal documents containing general information of the Commission's facilities identified above, entitled "General Information on Non-Toll Bridges" and "General Information on Toll Bridges". These documents include general information on the buildings, shops, and garages at the toll facilities.

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.

In accordance with the Commission's requirements, all bridges and facilities within the Commission's jurisdiction must be inspected at least once every two (2) years or more often if warranted due to the condition. The Commission's Toll Bridges and their related facilities will be inspected in 2027 (May – August) followed by the Commission's Toll-Supported Bridges and their facilities being inspected in 2028 (April – June). All Toll-Supported Bridges with weight restrictions will require interim inspections in 2027. In addition, Non-Destructive Pin Testing shall be performed in accordance with the pin testing inspection schedule, for those bridges scheduled within this contract period.

The Contract will be for a two (2) year period. The not-to-exceed dollar amount for this General Engineering Consultant – Annual Inspection 2027 – 2028 for the two-year period will be $550,000.00. In addition, the not-to-exceed dollar amount for the Non-Destructive Pin Testing is provided in Table 1 below, for the given two-year period. After review of the proposals, the Commission will select a consultant and negotiate the scope of work and fee for each year's inspections separately. The contract also includes an option for up to two (2) additional two (2) year inspection and testing cycles. This option will be exercised at the discretion of the Commission for an amount to be negotiated with the Consultant.

Table 1 - Not-to-Exceed Dollar Amount for the Non-Destructive Pin Testing

YEAR	BRDGE	NO. OF PINS	DOLLAR AMMOUNT
2027 2028	New Hope – Lambertville Toll Bridge (US 202) Easton-Phillipsburg Toll Bridge (US 22)	16 hanger assembly pins 74 truss pins	$220,000
2029 2030	New Hope Lambertville Toll Supported Bridge	216 truss pins	$460,000
2031 2032	Calhoun Street Toll-Supported Bridge	252 truss pins - Wrought Iron	$180,000
2033 2034	Northampton Street Toll-Supported Bridge	98 truss pins	$225,000
2035 2036	Riegelsville Toll-Supported Bridge Lumberville - Raven Rock Pedestrian Bridge	8 suspension cable pins 8 anchorage pins	$50,000

This Request for Proposal ("RFP") is for performing inspections in order to recommend proper maintenance, capital program projects such as rehabilitations and improvements, and equipment replacement and upgrades. The services shall include the preparation of an Annual Inspection report for 2027 and 2028 and the Annual Maintenance Report for 2027 and 2028. The report will need to present the findings in such a way that it be easily understood by the general public.

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

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

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

Consultants responding to this RFP can be prequalified by NJDOT in B-1: Bridge Design and I-5: Bridge Inspection – Complex, **or** PennDOT technical disciplines: Bridge Inspection and Structure Design, **or** demonstrate a commensurate level of experience in these fields. If currently prequalified, Consultants are requested to provide a copy of their latest Consultant Prequalification Form from NJDOT attesting that they have been prequalified in the foregoing required disciplines. Also, all sub-consultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing.

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

The consultant teams responding to this RFP which can provide the necessary staff as required to perform the services described herein are encouraged to submit a Proposal. Each Proposal submitted must meet the requirements stipulated herein, and the submitting Consultant must agree to the terms and conditions, set forth in Administrative and Contractual Information (**Attachment I**) of this RFP.

The **Consultant's** organization must include the following key personnel:

Project Manager – Project Manager (PM) shall be a Professional Engineer in the State of New Jersey and/or the Commonwealth of Pennsylvania with a minimum of 10 years of Bridge Inspection and

Bridge Design Supervision/Management experience. The PM is the individual who is the single point of contact and the Prime Consultants direct representative to the Owner. The PM must be an employee of the Prime Consultant. PM duties include, but are not limited to, coordinating its activities with the Commission staff, providing appropriate Bridge/Facilities inspection staff and overseeing the quality of work provided by the staff; and is the individual who directly supervises the Inspection Team Leader, support staff and sub-consultants. The Project Manager shall coordinate with the Commission to assign staffing based on the scope, needs and schedule.

Team Leader (Bridge Inspections) - The consultant shall provide an Inspection Team Leader with qualifications and experience to satisfy NBIS and a Quality Control Engineer with the following qualifications:

Successful completion of FHWA approved comprehensive bridge inspection training; and completion of periodic bridge inspection refresher training according to New Jersey and Pennsylvania State policy; and current PE license/registration in New Jersey and/or Pennsylvania. Moreover, the Inspection Team Leader shall have experience on similar multi-span and Fracture Critical steel bridges, and have successfully completed NHI approved training courses: 'Fracture Critical Inspection Techniques of Steel Bridges', and 'Bridge Inspection Nondestructive Evaluation' within the last 10 years. The Team Leader must be an employee of the Prime Consultant.

Team Leader (NDT Pin Testing) – At a minimum, teams performing testing of bridge pins shall be lead by ASNT Level II NDT certified specialists, with experience on other similar projects.

Architect – The Architect shall be a Registered Architect in the State of New Jersey and/or Pennsylvania, with a minimum of 15 years of Building and Facility Design experience. The Architect is not required to be an employee of the Prime Consultant.

Identified Business Enterprise (IBE) Participation

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

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

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

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

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

IBE Payment Verification

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

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

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

SCOPE OF SERVICES

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

I. **General Activities of Consultant**

A. Project Management

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 Prime Consultant's monthly invoices. The Prime Consultant shall submit these invoices within 15 business days after the end of each billing period.

B. Project Specific Quality Assurance Plan (PSQAP)

A PSQAP should be prepared and submitted to the Commission prior to beginning the annual inspections.

C. Coordination and Meetings

The coordination portion of this task includes general coordination with the Commission's Chief Engineer, Program Manager, Project Manager, and Engineering Department. The Consultant's Project Manager will prepare Agendas prior to and minutes after all meetings and submit them to the Commission for review. The Commission shall be informed of all meetings with other agencies, government officials, and / or groups so that Commission staff can attend if necessary.

II. Bridge & Facility Inspections / Pin Testing

A. Previous Inspection and Project Documentation Research

The consultant will review all prior inspection field notes, reports, rehabilitation plans, and all associated materials necessary in advance of the Inspections / Pin Testing

B. Bridge Inspection

Inspect bridges in accordance with current accepted NBIS standards.

C. Update Bridge Load Ratings (if condition warrants).

If during the inspections any conditions are found which are found to be inconsistent with the current load ratings, or controlling member deterioration is noted to have worsened, the Consultant will recommend that existing load ratings be updated.

D. Facility Inspections

The Facility Inspections will include all approach roadways, storm water inlets and outflows, entrance plazas, overpasses, underpasses, sign structures and other appurtenances, all administration, service and storage buildings and any other storage or residential dwelling structures under the Commission's jurisdiction. A general assessment of the building systems such as electrical, mechanical and HVAC systems will also be performed.

E. Sign Reflectivity Assessment

Perform a night time visual assessment of the reflectivity of all vehicle Commission's signs under the maintenance jurisdiction of the DRJTBC, in accordance with the 11th Edition, with current revisions, of the Manual on Uniform Traffic Control Devices (MUTCD) requirements.

F. Inspection and Testing of Pins

All labor, materials and equipment required for the inspection and testing shall be

provided by the Consultant. Special access equipment, including safety boat, and traffic control required for the inspections will be provided by the Commission. The Consultant shall remove and replace pin nuts and caps as required for the inspection and testing, clean/prepare surfaces to be tested, repaint disturbed areas, and properly disposal of paint waste and paint chips.

Visual inspection shall be performed for each pin identified for testing and visual conditions shall be reported. Photo documentation shall be taken of general conditions and of defects that are visible.

The purpose of the non-destructive testing (NDT) is to ascertain the pin length, diameter, variations in pin diameter and any other flaws in the pins, including cracks, inclusions, voids and maximum section loss within 1/8" tolerance.

Pin testing shall be in accordance with recommended practices of AASHTO and PennDOT and NJDOT, among other industry norms. Understanding there are different methods of ultrasonic testing (UT), the Consultant shall submit their recommendation for comprehensive flaw detection plus accurate sizing. The recommendations for pin inspection and testing shall be detailed and specific regarding methodology and procedures for the pin testing, including but not limited to; personnel performing UT and their certifications, method(s) of UT testing, apparatus, equipment, calibration, reference standards, test result records, and equipment required to best meet the project needs. Provide a comparison of available UT testing methods and their alignment with AASHTO, PennDOT and NJDOT requirements, along with pros and cons of each to support recommended approach.

A site-specific plan shall be developed for each bridge location to demonstrate sequence and timeline of work at each bridge location.

- *Surface Preparation, Cleaning and Painting Test Locations*

  This work shall be in accordance with Section 1071 of PennDOT Publication 408 (Latest Edition), unless noted otherwise, and Section 1072 of PennDOT Publication 408 (Latest Edition).

  Provide a 3-coat system as specified in Section 1071.

  Provide a procedure for cleaning and painting of pin locations, as required for the proposed UT method(s), including the approach to collection, containment, and disposal of waste.

  As a minimum, prepared surfaces shall be suitable for testing and for repainting. Surface preparation shall be in accordance with SSPC SP-11, Power-Tool Cleaning to Bare Metal, or better. Paint debris shall be contained, collected and disposed of properly. The duration of time when any bare metal is exposed must be minimized. The Consultant shall provide a proposed sequence and schedule for the work at each bridge which demonstrates this.

Finish Coat Color shall be Federal Standard 595B Color Number 24223 Bridge Green.

The Consultant shall identify the organization that will perform the surface preparation, cleaning and painting scope requirements in support of the UT testing and provide their qualifications. This work, or portions thereof, can be performed by a third party, as a direct cost.

III. Bridge & Facility Inspection Reports

A. Annual Bridge & Facility Inspection Report

The Annual Inspection Reports will include recommendations required to maintain and improve the Commission's bridges and facilities. The report format will follow the format of the previous Annual Inspection Report and will include a list of major items of work anticipated in the next five (5) years with a forecast of the Commission's future capital project needs.

B. Annual Maintenance Report

The Annual Maintenance Reports will include detailed descriptions of the deficiencies noted during the inspection which are in need of repair. The report format will follow the prior year's format, including updated condition photos. The report will include the Interim Inspection Reports. The recommended repairs will be coded and grouped in accordance with the Commission's Engineering Department Policy & Procedure 05-05 "Bridge Repair Priority Codes".

C. Cost Estimates and Support Data

To supplement the Annual Inspection and Maintenance Reports, the Consultant will provide the Commission with yearly cost estimates for repairs and yearly replacement costs for buildings and bridges for Commission insurance purposes. The Consultant will coordinate and implement approved capital plan worksheets into the Final Annual Inspection Report. Consultant will provide other support data as necessary/requested.

D. Pin Testing Assessment and Recommendations Report

The Consultant is required to submit a separate Pin Testing Assessment and Recommendations Report for each bridge identified. Visual inspection, test results and findings shall be documented in the Pin Testing Assessment and Recommendations Report and include sufficient photographs to clearly identify conditions and findings.

The Pin Testing Assessment & Recommendations Reports shall include, but not limited to, an Executive Summary of conditions and findings, a Table of "Significant" Findings, an outline of the scope of the inspection, documentation of all findings at each bridge pin, and clearly explain the NDT data that is being presented for each bridge pin. Follow documentation and reporting protocol guidance per AASHTO,

PennDOT and NJDOT as applicable. The stand-alone bridge reports will include an individual sheet for each pin, indicating the dimension of the pin and clearly define observed defects (e.g. crack, section loss, or any other flaw) and give its location and extent. The individual pin sheets are to include end views and elevation view of the pin and identify defects using a numbering system with accompanying description of each defect. Each stand-alone bridge report should also make recommendations for condition rating changes, necessary repairs, an engineer's estimate of the repairs/replacements, and future monitoring activities (if warranted). All findings of defects, deficiencies, deterioration and/or anomalies shall be accompanied by recommendations.

Additionally, the following tasks shall be included:

- Convert the existing BMS2 data for the Toll Bridges to BMS3 in order to satisfy the new SNBI criteria. Convert the existing COMBIS/Inspect Tech SI&A data in the NJDOT system to the new SI&A system, for approach structures located wholly in New Jersey, not including border bridges.

- Update of PennDOT BMS3 data files and NJDOT SI&A files based on inspection findings.

- Occasional update of BMS2 and/or SI&A files using information provided by consultants providing services on other Commission projects, such as, but not limited to, underwater inspections.

- Collecting and updating the element level bridge inspection data for Commission owned bridges.

- Occasional bridge load rating analysis updates for special permit vehicles as directed.

- Identify fracture critical bridges, fracture critical bridge members, and fatigue-prone details. Provide location sketches of same for inclusion in GEC report.

- Perform an intensive, in-depth, and thorough inspection of fracture critical members.

- Recommend a necessary course of action for further testing and/or repairs based on inspection findings.

- Note that underwater inspections are not included in the scope of services.

SUBMISSION REQUIREMENTS

The Consultant will be required to submit their Proposal electronically (no hardcopy submission) via email to the Project Manager with a copy to the Chief Engineer and the Program Area Manager. The submission must include the following:

Technical Proposal

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 1/2" x 11") page]. The Prime Consultant shall include within this Letter of Transmittal an affirmative statement that it has read/understood and will accept the Terms and Conditions of the Sample Standard Commission Consultant Agreement (**Attachment V**); indicate that it shall comply with the Insurance and Indemnification Requirements (**Attachment II**)

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

   a) *Understanding of the Project and Commission Needs:* This section shall include a commitment to meet or exceed the IBE goals specified in this RFP.

   b) *Approach to the Project and QA/QC Procedures*: The Consultant should describe the methodology that will be used to accomplish the Scope of Services described above. Particular attention should be given to those innovative activities that the Consultant intends to undertake to ensure that the Commission's goal to complete the inspections and related reports, within eight (8) months of notice-to-proceed. A draft inspection report shall be submitted within six (6) months from NTP.

   c) *Consultant's Experience on Similar Projects*: The Consultant should describe previous bridge, highway and facility related inspection experience with other similar transportation and toll agencies [include name/title/address/telephone number for at least three (3) client references].

   d) *Rate Schedule:* The Prime Consultant, and all sub-consultants, shall provide an average and maximum Rate Schedule (for the term of this two-year agreement) in the form provided in **Attachment VI**. (Rate Schedules are not included in the five (5) page limit of the Proposal narrative cited above)

   e) *Credentials/Experience of the Project Team*: Include a "brief" biographical narrative and/or matrix to indicate experience and capabilities appropriate to the role and responsibility that key personnel will perform on this agreement. For the Project Manager, include the name/title/address/telephone number for at least three (3) client references. The Project Manager must be a Professional Engineer licensed to practice in the State of New Jersey and Commonwealth of Pennsylvania and must be an employee of the Prime Consultant. Sub-consultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each sub-consultant Project Manager.

   f) *IBE Participation*: Completed IBE Participation Forms shall be submitted. The participation goal for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization goals for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website. Copies of current certifications of all IBE firms shall also be submitted. (The completed IBE Participation Forms are not included in the five (5) page limit of the Proposal narrative 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 Project Manager 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 a minimum of five (5) Project Descriptions (client, fee, description of services) indicating project experience, relevant to the services being procured with this RFP, in the last five (5) years in Bridge/Facility Inspection services.

   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 Bridge/Facility Inspection 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).

   f) Provide a single page Organizational Chart of the proposed team and a single page matrix of the team's credentials. (Both charts <u>will not</u> be counted toward the eight (8) page limitation of the information required in Section 10).

4. One (1) single-sided page Sample Certificate of Insurance indicating that the Prime Consultant can meet all the insurance requirements as shown in **Attachment II** of the RFP.

5. Completed Broker Letter by the Prime Consultant only (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 yearly inspection 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, mileage, mailings, printing and photographing and, specialized services performed by other firms at the Consultant's direction. Payment for Corporate Officers, Partners, and Owners will be made if they are performing specific technical tasks to the betterment of the project. The multiplier will cover all overhead and profit. Profit will not exceed 10% of the sum of direct salaries plus overhead.

   c) The approved multiplier will not be applied to the premium portion of overtime.

   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) Mark-ups will not be permitted on sub-consultant costs.

   f) Payment of actual costs for each task will be made monthly and based on approved invoices. A sample invoice template 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:

Proposal Schedule	**Date**
Post RFP on website	November 12, 2026
Pre-Proposal Submission Meeting	November 19, 2026
Closing Date for Submittal of Inquiries	December 3, 2026
Response to Inquires	December 7, 2026
Closing Date for Submission of Proposal	**December 17, 2026**
Oral Interviews (if required)	January 21, 2027
Anticipated Notice of Award	February 22, 2027

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. See **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. Technical Proposals must be delivered to the Commission electronically in separate bookmarked and searchable PDF files, prior to the time and date specified.
4. The Proposal will be evaluated using the selection criteria below:
    a. Understanding of the Project and Commission Needs
    b. Approach to the Project and QA/QC Procedures
    c. Consultant's Experience on Similar Projects
    d. Rate Schedule
    e. Credentials/Experience of the Project Team
    f. IBE Participation
5. One or more Prime Consultants may be required to participate in an Interview with the Commission's Technical Evaluation Committee (TEC). The Interview will be up to 40 minutes in length: Up to 20 minutes for the Prime Consultant's Presentation and Up to 20 minutes for Questions and Answers. The Oral Presentations will be held at the Commission's Administration Building Facility located in Yardley, Pennsylvania. The Interview will be held on the date indicated in the Proposal Schedule. The time for each Prime Consultant's Interview will be announced after receipt and review of the Proposal.

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.

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

Rating Criteria

- Did the team display an understanding of the objectives and the work plan? Did they demonstrate the technical skills / past experience to meet the Commission's schedule? Did the team demonstrate the ability to provide an effective, practical approach to the project?
- Did the PM demonstrate his/her ability to effectively manage the team, multiple activities, schedule and budget?
- Did the team elaborate on their specific approach and methodology for the inspection and why that best meets the project needs?
- Did the team demonstrate appropriate knowledge and experience with MPT and access?
- Did the team demonstrate its ability to effectively work together and with the Commission Staff in a supportive manner?
- Was the team effective/articulate in responding to questions raised by the Commission?

6. In the Overall Evaluation, the Technical Proposal will have a 60% weight and the Oral Presentations a 40% weight.
7. Following the evaluation of the Technical Proposals and Oral Presentations, the TEC reviews its evaluation with the Senior Selection Committee (SSC). The SSC reviews with the Commission their findings of the best qualified Consultant(s).
8. There will be no debriefings for unsuccessful responders to the Commission's RFP.
9. The IBE Participation Target for this project is 25%.

   The prime consultant shall indicate in their Technical Proposal, the names of the IBE firms and the percentage of contract value to be performed by each.
10. 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.
11. Proposals must be submitted by **2:00 PM** Local Time, on the date indicated in the **Proposal Schedule** and delivered **via email only** to:

    Kevin M. Skeels, P.E. Chief Engineer (kskeels@drjtbc.org)

    with copy to:

    Michael McCandless, P.E. Program Manager – Structures, (mmccandless@drjtbc.org)

8. A virtual pre-proposal meeting will be held at 10:00 AM on the date indicated in the Proposal Schedule. Consultants interested in attending the virtual pre-proposal meeting

should contact Michael McCandless at least one business day in advance to receive a link via e-mail to the virtual meeting.

9. Inquiries concerning this RFP are to be submitted in writing via email. to the attention of: Mike McCandless, PE, Program Manager – Structures (mmccandless@drjtbc.org), and Kevin M. Skeels, PE, Chief Engineer (kskeels@drjtbc.org). The inquiry deadline is **3:00 PM**, local time, on the date indicated in the **Proposal Schedule**.
10. The Consultants shall be fully responsible for the successful delivery of their email proposal.
11. 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.
12. All Attachments, seven (7), to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

ORIGINAL SIGNED BY

KEVIN M. SKEELS, P.E.

Chief Engineer

KMS/mem

ATTACHMENTS TO

REQUEST FOR PROPOSAL FOR

CONTRACT NO. C-829A

GENERAL ENGINEERING CONSULTANT

TABLE OF CONTENTS

ATTACHMENT	DESCRIPTION
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

ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

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

Incurring Costs

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

News Releases

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

Addendum to RFP's

If at any time prior to receiving 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 Proposals

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

Dissemination of Information

Information included in this RFP or in any way associated with this Project is intended for use only by

the Consultant and the Commission and is to remain the property of the Commission. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

Insurance and Indemnification Requirements

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

Right to Audit

Consultant**s** 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

CONSULTANT/RETAINER
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
INSURANCE REQUIREMENTS

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

INSURANCE:

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

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

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:

   a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements

   b) Employers Liability Limits not less than:

      Bodily Injury by Accident: $100,000 each accident

      Bodily Injury by Disease: $100,000 each employee

Bodily Injury by Disease: $500,000 policy limit

c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law *(PA only).*

d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.

2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).

a) Occurrence Form with the following limits:

(1) General Aggregate: $2,000,000

(2) Products/Completed Operations

Aggregate: $2,000,000

(3) Each Occurrence: $1,000,000

(4) Personal and Advertising Injury: $1,000,000

b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.

c) The General Aggregate Limit must apply on a per location/per project basis.

d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).

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

3. Automobile Liability including Physical Damage:

Coverage to include:

a) Per Accident Combined Single Limit $1,000,000

b) All Owned, Hired and Non-Owned Vehicles

c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),

d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.

4. Commercial Excess/Umbrella Liability:

a) Occurrence Limit: $5,000,000

b) Aggregate Limit (where applicable): $5,000,000

c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.

d) The Commercial Excess/Umbrella Liability policy shall be following form.

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

5. Property of Covered Party:

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

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

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

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

ADDITIONAL COVERAGES AS NEEDED:

7. Pollution/Environmental Impairment Liability Coverage:

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

a) Limits of Insurance:

$2,000,000 Per Occurrence/Per Claim

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

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

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

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

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

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

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

8. Watercraft Liability Insurance:

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

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

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

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

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

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

10. Railroad Protective Liability Insurance:

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

Deductibles and Self-Insured Retentions:

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

Financial Rating of Insurance Companies:

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

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

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL 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.

General Liability Indemnification Clause

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

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

SAMPLE CERTIFICATE

SAMPLE OF BROKER LETTER

TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER LETTERHEAD

DATE

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

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

Dear :

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

Sincerely,

Insurance Broker / Insurance Carrier Name/Title

ACORD®

Consultant / Retainer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	X **UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability (if required)						$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 Umbrella Liability policies. Coverage is primary/non contributing. No Cross Suits Exclusion. Waiver of subrogation applies to all coverages where applicable by law. The SIR is not greater than $50,000 on any policy above (except professional - see requirements). Deductibles must be stated

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.

CG 20 26 11 85 Copyright, Insurance Services Office, Inc., 1984 **Page 1 of 1** ☐

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 © ISO Properties, Inc., 2000 **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".

CG 20 37 10 01 © ISO Properties, Inc., 2000 **Page 1 of 1** □

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. C-829A

GENERAL ENGINEERING CONSULTANT – 2027 – 2028 ANNUAL INSPECTIONS

_____
(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-829A.

_____ _____
(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-829A

GENERAL ENGINEERING CONSULTANT – 2027 – 2028 ANNUAL INSPECTIONS

_____
(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-829A.

_____ _____
(Date) (Name and Title)

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

_____

My Commission expires _____ ____
, 20

ATTACHMENT V

SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT

CONTRACT NO. C-829A

GENERAL ENGINEERING CONSULTANT – 2027 – 2028
ANNUAL INSPECTIONS

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

WITNESSTH:

WHEREAS, the Commission, on _____ __, ____, issued a _____ _____ 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:

SAMPLE

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

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

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

SAMPLE

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

SAMPLE

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.

SAMPLE

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

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 Five Hundred and Fifty Thousand dollars and zero cents ($ 550,000.00) plus the Not-to-Exceed Dollar Amount for the Non-Destructive Pin Testing** for the given contract cycle, as provided in Table on pages 3 and 4 of this RFP.

1. 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

SAMPLE

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.

SAMPLE

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.

SAMPLE

C. Indemnification

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

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

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws, etc.

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

SAMPLE

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.

SAMPLE

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

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

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.

SAMPLE

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

SAMPLE

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.

SAMPLE

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 receive 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.

SAMPLE

ARTICLE XII – MISCELLANEOUS

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

If to the Commission:

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

If a legal matter copies to:

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

and

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

If to the Consultant:

_____
_____
_____
_____
Attn: _____

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

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

C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey or the Commonwealth of Pennsylvania, as the Commission so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of New Jersey of the Commonwealth of Pennsylvania, and the United States for the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.

D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.

E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

SAMPLE

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

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION:

Executive Director

Joseph J. Resta
Print

CONSULTANT: _____

ATTEST:

Signature Title	Signature Title
Print Title	Print Title

SAMPLE

ATTACHMENT VI

RATE SCHEDULE FOR
PROFESSIONAL ENGINEERING SERVICES

•	**DIRECT LABOR RATES**				
	CLASSIFICATION		**AVERAGE HOURLY RATE**		**MAXIMUM HOURLY RATE**
	Project Principal (see Note 3)				
	Project Manager				
	Inspection Team Leader				
	Team Leader				
	Architect				
	Engineer				
	Engineering Technician				
	Technician/Draftsperson				
	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:

1. 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
2. Both the Office and Field overhead rates must be either "approved" PADOT 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.
3. 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 VII

QUALITY ASSURANCE FORM

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

Client: Delaware River Joint Toll Bridge Commission

Project Name: *General Engineering Consultant – 2027 – 2028 Annual Inspections*

Client's Project Number: C-829A **Consultant's Project Number**:_____

Task Name:_____

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

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

Signature:_____ **Date**:_____

Title:_____

Company:_____