Delaware River Joint Toll Bridge Commission

"Preserving Our Past, Enhancing Our Future"

November 20, 2026

To: All Consultants

Re: **Request for Proposal (RFP) for Professional Consulting Services**
Delaware Water Gap Toll Bridge Buildings and Roadway Improvements
Construction Management/Construction Inspection Services
DRJTBC Contract No. CM-794A; Capital Project 2332A

The Delaware River Joint Toll Bridge Commission (the "Commission") invites Proposals from Consultants for professional consulting services in connection with Construction Management/Construction Inspection Services for Contract No. CM-794A, Delaware Water Gap Toll Bridge (DWG TB) Buildings and Roadway Improvements located in Monroe County, Pennsylvania.

There will be one (1) Construction Management/Construction Inspection (CM/CI) Contract awarded through this RFP.

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

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

The intent of this RFP is for the Commission to select a Consultant to perform the necessary services in accordance with the scope of services outlined in this RFP and as detailed further in the Consultant's proposal submission. Consultant selection will be in accordance with the one-step 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 the following Commission website:
http://www.drjtbc.org/assets/delawareriver/ProcurementProcessGuidelines.pdf

Consultants who possess the project experience meeting the requirements described below in this RFP and can provide a committed 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 Consultants must agree to the terms and conditions, set forth in Administrative and Contractual Information (**Attachment I**) of this RFP. Consultants must, through their submission, demonstrate their ability to perform the scope of services required for this Project within budget, on schedule and in a manner consistent with industry Quality Assurance/Quality Control ("QA/QC") standards. Prior successful completion of projects of similar scope and magnitude is essential ("Similar Projects").

Consultants responding to this RFP must have a proven track record in similar construction projects; be proficient with both working knowledge and experience in claims mitigation, roadway rehabilitation, roadway and bridge construction inspection, electrical systems, highway lighting, maintenance and protection of traffic, document control, scheduling, cost controls, and quality control and assurance; possess the technical expertise and project inspection requirements; and meet the Project Staffing Requirements and Staff Qualifications noted below.

The Consultant Teams responding to this RFP shall demonstrate in their proposal, as a minimum, collective previous project experience, including Project Descriptions (client, fee, description and dates of service), meeting the requirements similar to that of the PENNDOT prequalification categories of Field Surveying, Traffic Engineering, Roadway Inspection, Bridge Inspection, and Materials Inspection or equivalent NJDOT prequalification categories' experience. Also, all consultants and/or sub-consultants shall demonstrate, in the proposal, project experience in the areas of work they will be performing.

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 those technical disciplines if available.

The Prime Consultant submitting a proposal must also submit documentation verifying that it is registered, as of the date of the proposal submission, to do business with the Commonwealth of Pennsylvania and/or the State of New Jersey.

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

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

The Contract requirements are more fully described in the below "General Project Overview" and "Scope of Services for the Proposal" sections.

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) 394-6562 (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.

A. GENERAL PROJECT OVERVIEW

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

DELAWARE WATER GAP TOLL BRIDGE

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

The properties and rights of way under the jurisdiction of the Delaware River Joint Toll Bridge Commission at the Delaware Water Gap (I-80) Toll Bridge are limited. The Commission's toll plaza and maintenance facilities at the Delaware Water Gap are presently constrained to the point where certain maintenance, salt and equipment storage functions are located at the PCTB Facility. As such, the Commission has been seeking real estate upon which to expand on-site storage facilities to enhance the maintenance and operational needs that this major interstate transportation facility commands. In 2023 the Commission purchased a series of land parcels for the purpose of expanding and improving maintenance and winter-storm-response operations at the Delaware Water Gap (I-80) Toll Bridge.

Delaware River Bridge

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

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

Pennsylvania Approach

The Commission's jurisdiction extends approximately 200 feet west of the toll islands. Just beyond the

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

Toll Plaza

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

Stairway Entrance Buildings and Tunnel

The conversion to one-way westbound toll collection necessitated the construction of a precast concrete tunnel, 10 feet wide, 8 feet high and 227 feet long, under the plaza. In addition, a stairway entrance building was constructed at each end of the tunnel. These vaults mounted in safes on the tunnel floor received coins and tokens from the automatic collection equipment in the toll lanes prior to the startup of all-electronic toll collection. The northerly building has a lavatory and an office for the Commission's public safety and bridge security personnel. Architecturally both buildings are compatible with the Administration Building.

New Jersey Approach

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

Lighting

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

Operations and Maintenance Building

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

approximately 20' x 30' feet. The adjacent garage is approximately 34' x 68'. The garage is equipped with four 12' x 12' motorized overhead doors.

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

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

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

Other Projects since Original Construction

1958 – Delaware Avenue extended to toll plaza

1964 – Commission's property monumented

1968 – Contract #T-234; Resurfacing Bridge Deck

Contract #T-231; Highway Directional & Safety Signs

Contract #T-241; Maintenance Building

1977 – Commission maintenance converted lighting to high pressure sodium Vapor

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

1978 – Installed median drainage system over New Jersey approach.

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

Rebuilt sidewalk gutter drainage system, New Jersey approach

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

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

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

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

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

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

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

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

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

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

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

UTILITIES

There are utilities attached to the Delaware Water Gap Toll Bridge and PennDOT's Oak Street Bridge and throughout the Commission's jurisdiction. Utilities should be protected during construction.

B. PROJECT DESCRIPTION

The Delaware River Joint Toll Bridge Commission ("Commission") is preparing to undertake improvements to PennDOT's Oak Street Bridge and their Main River Bridge and also highway lightning improvements within the Commission's jurisdiction. The need for improvements to the Oak Street Bridge stems from the Commission's planned future development of the property they had purchased in 2023 on the north side of Interstate 80. The need for the Main River Bridge and highway lighting work has been identified in the Commission's Annual Maintenance Reports and through follow-up field inspections performed by the Commission's Engineering, Commission Maintenance, Commission Design Engineer, and Commission's Capital Program Management Consultant Staff. The primary objective of this portion of the project will be to address the repair items identified by the General Engineering Consultant in the recent 2025 Annual Maintenance Report and the aforementioned follow-up field inspections. The intent

of this project is to provide all repairs required so that Delaware Water Gap Bridge will not need any additional major repairs for a period of at least twenty-five (25) years.

For the Delaware Water Gap Toll Bridge, this project will consist of concrete deck and parapet repairs, bridge deck and parapet and also the bridge sidewalk cleaning and sealing, conduit and pull box installations along with installation of new conductors for the bridge's on structure highway lighting system, installation of new conductors for the eastbound lighting along the Pennsylvania Approach Roadway and also for all of the eastbound and west bound highway lighting along the New Jersey Approach Roadway along with the replacement of the nodes on all of the highway lighting fixtures and sign structure lighting within the Commission's jurisdiction. For PennDOT's Oak Street Bridge, the repairs consist of the replacement of both parapets along with the installation of moment slabs at each of the wingwall areas, deck repairs, installation of a new wearing service on the deck, conduit installation, guide rail installation along with the milling and paving of the ramps to/from I-80 to the Oak Street Bridge.

Construction for this project will be via one construction contract (Contract No. T-794A) and is anticipated to be substantially completed within seven (7) months of the issuance of the contractor's Limited Notice to Proceed.

Reference Documents

60% Design Plans for Contract No. T-794A, Delaware Water Gap Toll Bridge Buildings and Roadway Improvements.

The Reference Documents for this project can be reviewed by prospective proposers by contacting Chris Rood, P.E., DRJTBC Project Manager, at crood@drjtbc.org and Rany Zakharia, P.E., DRJTBC Program Area Manager, at rzakharia@drjtbc.org.

Funding

This project will be fully funded by the Commission.

SCOPE OF SERVICES FOR THE PROPOSAL

For the purpose of the Request for Proposal (RFP), the Commission has provided the following Scope of Services comprised of two (2) parts including:

Part I - General Activities of the Consultant

Part II – Construction Management/Construction Inspection Services

Part I - General Activities of the Consultant

Task A. Project Management

a) Manage the Project

The Consultant's Project Manager will be responsible for the overall coordination of the project work tasks ensuring that the work remains on schedule and within budget. The Project Manager will coordinate all sub-consultants and make sure that the flow of information among the project team is maintained. The Consultant will be responsible to prepare and submit a monthly Project Progress Report indicating/including, as a minimum: the CM/CI's progress for the reporting period denoting weighted percent complete per task and percent complete based on hours spent per task; planned vs. actual expenditures; overall schedule update denoting schedule impacts, if any, along with recommendations to rectify; safety concerns; progress photographs; daily inspection reports; financial status; correspondence status; change management status; meetings held; problem areas with recommended solutions; lessons learned during the reporting period; and as-built status. These Project Progress Reports shall be submitted along with the Consultant's own contractually required monthly status reports, which are part of the monthly invoices. The Consultant shall submit these Project Progress Reports and their monthly invoices within fifteen (15) business days after the billing period end date.

b) Administer the Project

The Project Manager will be responsible for the administration of the contract's work tasks, ensuring that the work remains on schedule and within budget. In addition, the Project Manager will perform the necessary administrative functions to provide timely and effective project controls. The following administrative activities as a minimum are included within this effort:

- Assemble the CM/CI team, including sub-consultants
- Arrange for and conduct and document both the Contractor's Scheduling Conference and Pre-Construction Kick-off Meeting
- Serve as the single point of contact for the project communication
- Represent the Commission at public meetings, if required
- Assist in coordinating project issues with outside agencies, if required
- Promote an atmosphere of good public relations and customer satisfaction
- Schedule project implementation activities
- Control project costs
- Coordinate the flow of information concerning the project
- Prepare / maintain project contact list
- Schedule and run all project related meetings
- Prepare agendas for all meetings, all meeting minutes, and all reports
- Ensure the maintaining of project documentation and correspondence files
- Monitor budget of sub-consultant(s) and contractor invoicing
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PennDOT and NJDOT procedures

Task B. Coordination and Meetings

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

a) Commission Coordination

The Consultant will coordinate its activities with the Commission throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting construction activities with the Commission's Project Manager to ensure an expeditious exchange of information. At a minimum, a bi-weekly meeting is required. In addition, the Consultant's Project Manager will organize other project coordination meetings, establish agendas, request attendance and prepare and officially distribute minutes of all meetings within five (5) calendar days. Three (3) working days prior to all meetings, the Consultant will submit an agenda to the Commission for review.

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

The Consultant shall notify the Commission's Chief Engineer immediately, if and when his percent fee exceeds the project percent complete. The Consultant shall implement the necessary adjustments and/or make recommendations about how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any cost above and beyond the authorized not-to-exceed amount.

b) Other Consultant/Agency Coordination

The Consultant will also be required to meet within ten (10) days of award of this CM/CI contract with representatives of the "Engineer of Record" for this Contract and the Commission's representatives. The purpose of this meeting, as a minimum, is for the Designers to familiarize the Construction Management/Construction Inspection team with any specific areas that will require particular attention during the construction.

The Consultant's Project Manager and, as required, the Resident Engineer shall attend all meetings with the Designers and/or the Contractor; with public officials and key local governmental officials; and with outside agencies, to discuss the progress of the project during construction and respond to any issues of concern.

Part II – Construction Management/Construction Inspection Services

Task A. Construction Management/Construction Inspection

The Consultant shall provide construction management/construction inspection services required to include but not be limited to: inspection and oversite of all of the Contract T-794A construction contractor and subcontractor field activities, checking that all work and materials are in compliance with the Contract T-794A's contract plans and specifications and approved submittals and industry standards; verifying that all manufactured materials incorporated into the project have the proper certifications for material QA testing (QC by the contractor and QA by the CM/CI Consultant) and the documenting of such; the establishing, updating and maintenance of as-built information and plans; and all other services as may be required to furnish complete construction inspection services of high quality, which includes Schedule

Reviews, Safety Inspections, and Material Inspections Services. The importance of assuring the Contractor's adherence to the project schedule, project scope, safety, quality, minimizing construction change orders, and correcting slippages prior to their becoming significant cannot be overstated.

Specifically, the Consultant further agrees to:

1. Assume responsibility for the inspection of all construction. The quality, extent, and details of the field inspection shall be adequate to ensure that the work and materials are in compliance with the contract documents and approved submittals.
2. The Commission's Chief Engineer shall have the right to approve the qualifications and performance of the Consultant's personnel and to have the Consultant remove any such personnel from the project who fail to perform satisfactorily. The Consultant shall not change approved personnel assigned to the project without the prior written authorization of the Chief Engineer.
3. Construction Management/Construction Inspection Services shall include, but not be limited to: oversight, including construction processes necessary to enhance the General Contractor's ability to meet or exceed contract standards, schedules and cost objectives of the construction contract; assigning of the inspection staff; development and submission of daily inspector reports, including photographic documentation of ongoing construction activities including as necessary before and after photographic documentation; coordination and conducting of all meetings and preparation/distribution of all meeting agendas and meeting minutes; review and preparation of all correspondence, including response correspondence; quality assurance and oversite of the progress and quality of the contractor's work and documentation of such; participating in the review and commenting on the contractor's Preliminary and Composite Critical Path Method (CPM) schedules until the CM approval of the Baseline Composite CPM Schedule, and of all subsequent bi-weekly updates of the contractor's CPM Schedule; submittal managing, handling and tracking; request for information (RFI) managing, handling and tracking; document control, which will include a controlled information flow to and from the site, record of all project communications and establishing and maintaining a project filing system (Document Control); preparation of contractor estimates and change orders and/or unforeseen allowance reductions; claims support; obtaining additional details and/or information required for proper execution of the project; field decisions; verification of the stake-out of control points if necessary; monitoring of the progress and quality of the contractor's work and documentation of such; measuring, calculating and documenting daily construction item quantities; material quality control activities such as off-site materials/fabrication plant inspections; Project Closeout; preparation of the red-line As-Built Plans; preparation and submission of a Lessons Learned Report; calculation of final quantities; review of claims/extras; reporting functions, which includes RE's Weekly Master Project Reports, Monthly Project Progress Reports and Consultant Monthly Reports (Narratives); and shall specifically include inspection and documentation of all field construction activity including night and weekend work.
4. Provide a Resident Engineer, Inspectors and Inspector/Office Engineer during all periods of construction activities as indicated to perform administrative services, construction inspection and quality assurance for cost, quality, and progress control. The Resident Engineer, Inspectors and Inspector/Office Engineer shall possess the experience and certification

requirements as outlined in the Project Staffing Requirements below and be housed in the onsite field office.

5. The services furnished by the Consultant shall be in general accordance with the Pennsylvania Department of Transportation's Publication 2, "Project Office Manual", or New Jersey Department of Transportation equivalent, and shall include, but not necessarily be limited to, the following items of work:

   a) Review the Contractor's preliminary/composite CPM Schedule providing comments and approval recommendation until approved and then review and provide comments and recommendations for approval on a bi-weekly basis on the Progress Schedule and/or CPM Schedule updates submitted by the Contractor. Make recommendations to the Chief Engineer concerning the Contractor's adherence thereto. Advise the Contractor in the solution of scheduling problems so as to complete the project on time, within the budget and in accordance with the Contract Drawings and Specifications

   b) Advise the Chief Engineer in establishing a close liaison among the various project participants/stakeholders, including contractors, consultants, suppliers, manufacturers, and others concerning problems related to the contract.

   c) Perform on-site continuous inspections of the work in accordance with the PENNDOT Publication 408 dated 2026 Specifications plus all changes and strike off letters and Project Office Manual, and work in New Jersey in accordance with the NJDOT 2019 Standard Specifications for Road and Bridge Construction. Advise the Chief Engineer in writing that the materials provided, and the work performed are/were in accordance with the Contract Drawings and Specifications and approved submittals. Field office space together with heat, furniture, light and sanitary facilities for the Consultant will be provided by the Contractor, at no expense to the Consultant**.**

   d) Prior to the start of the actual construction, conduct both a Scheduling Conference and a Pre-Construction Meeting with personnel representing the Commission, Contractor, CM/CI Consultant, Engineer of Record (Designer) and any other involved agencies, including utilities and community groups. Also, conduct bi-weekly project coordination (Progress and Schedule Update) meetings among, as a minimum, representatives from the Contractor, the Commission, the CM/CI and the Designer with advance notification given to all concerned so that representatives may attend. Additionally conduct a Pre-Activity Meeting prior to the start of any new construction activity among, as a minimum, representatives from the Contractor, the Commission, the CM/CI and the Designer with advance notification given to all concerned so that representatives may attend. The Consultant will develop and distribute an advanced copy of the agenda for these meetings to all attendees three (3) working days prior to the scheduled meeting. The Pre-Construction Conference and all Progress Meetings will review at a minimum: safety; action items; contract progress; contract schedule – overall schedule along with 2 week look ahead schedules; manpower utilization; IBE status; permits; problems impacting progress; RFIs and submittal status; contractor problems; right-of-way details; change orders; quality control; maintenance and protection of traffic; coordination with utility companies and other third parties; project status and other related project problems/issues.

e) Prepare detailed minutes for all meetings, including but not limited to those required by Sections 5 d) and 5 k) of this Task, by the Project Manager and/or Resident Engineer. Distribute draft copies to the Commission for review and comment within two (2) working days of all such meetings and once approved, distribute final minutes to each participant and interested party within five (5) working days of the meeting date.

f) Establish and document procedures to track and monitor the recording, expediting, and processing of various submissions which shall include, but not be limited to all submittals including shop drawings, schedule and schedule updates, catalog information, correspondence, unforeseen allowance usage, requests for information (RFI's), and change orders and/or potential change orders, among others. Tracking records shall be kept current and available for review at all times; be discussed at the bi-weekly progress meetings; and be made a part of the Consultant's Monthly Project Progress Reports.

g) Recommend to the Chief Engineer such necessary action as may be required to prevent installation of materials and equipment that have not been properly approved or certified. Ascertain that all manufacturers' tests required by the Specifications are performed before material or equipment is incorporated in the work. Report promptly to the Chief Engineer any work or materials that fail to conform to the Contract Drawings or Specifications. Recommend such actions as are necessary and adequate to obtain acceptable work and materials. Notify the Contractor immediately of any and all unacceptable work or materials.

h) The Resident Engineer, and all Inspectors shall maintain a Logbook and also develop a daily diary/inspection report(s). These Diary/Daily Inspection Report(s) will be detailed and be completed either manually or computerized, and shall describe in detail, as a minimum, all work performed on site on a daily basis (shift) that they observed correlating such work to a contract bid item or bid items noting: number of personnel employed at that site(s) by the Contractor and or subcontractors noting title/craft designation, quantities installed, construction equipment at the site(s) observed, both idol and in use, material deliveries, weather conditions, material shortages, tests performed, labor disputes, general observations, problem areas and any unusual occurrences. All contract record keeping shall conform to the Pennsylvania Department of Transportation, Publication 2 Project Office Manual. The Resident Engineer shall maintain a Master Project Diary/Daily Report which will summarize the project's activities of the particular day/shift, and which will encompass each individual's daily diary/inspection report. On a weekly basis the Resident Engineer will electronically transmit via e-mail to the Commission's Chief Engineer, Commission's Program Area Manager and Commission's Project Manager, a progress report (Weekly Master Project Report) summarizing the week's activities of the Contractor and all subcontractors work on the project including photos of the work performed during that reporting period. The Resident Engineer's and Inspectors' Logbooks will become the property of the Commission's at the conclusion of the Contract.

i) Prepare and recommend for approval by the Chief Engineer, all contract change orders including the close out change order, which also includes payments, if any, under the Contractor's Unforeseen Allowance bid item. Maintain cost accounting and schedule records with respect to portions of the work to be performed by Change Orders and or Unforeseen Allowance payment items. Prepare independent cost estimates and schedule impacts for any changes resulting from design or field contract revisions. Negotiate cost and

schedule impacts with the Contractor for changes resulting from design or field contract revisions and make recommendations to the Chief Engineer. All such work by the Consultant shall be performed in accordance with the Pennsylvania Department of Transportation, Publication 2 Project Office Manual. No change order work shall commence until after written change order approval from the Chief Engineer is obtained. A copy of the Commission's DRAFT Change Order Procedure and Unforeseen Allowance Reduction Procedure are available for review.

j) Maintain files on the job site for all correspondence, reports of job conferences/meetings, meeting minutes, test reports, shop drawings, submittals, purchase orders, material deliveries, daily diary/inspection reports, master project diary/daily reports, certifications, RFI's, contractor safety reports, disposal receipts, other submissions, reproduction of original contract documents, including all addenda, change orders, schedules, progress reports, progress photos, project contact listing, contractor payment certificates (Partial Pay Estimates) and certified payrolls, supplemental drawings and all other project-related documents in accordance with the Pennsylvania Department of Transportation, Publication 2 Project Office Manual. The Consultant shall also maintain and keep updated at a minimum every 2 weeks a set of the Plans exclusively for the purpose of noting "As-Built" conditions as the work progresses (Construction Manager Red-Lines).

   The Chief Engineer will periodically audit construction management services, and the Consultant shall correct deficiencies as noted.

k) Conduct utility and other third-party pre-construction meetings and act as liaison in subsequent progress meetings with utility and third party, Engineer of Record (Designer) and Contractor representatives, as directed by the Chief Engineer.

l) The Consultant shall prepare and recommend monthly Contractor payment estimates for payment. In doing so the Consultant shall measure and compute all construction contract quantities for pay items in accordance with the Pennsylvania Department of Transportation, Publication 2 Project Office Manual. These contractor payment certificates are to be completed and submitted to the Commission within 2 weeks of the pay period cutoff date. Monthly cost control reports, which shall be part of the Consultant's Monthly project Progress Reports, shall be prepared and issued by the Consultant indicating the value of the completed work constructed to date, the value of additional work to be performed, comparisons of the project cost to date with the original estimated project cost and a forecast of the cost to complete the project. Back-up data and computations sufficient for field audit will be required for each estimate/payment certificate.

m) Manage all aspects of material QA testing and plant inspections as needed. The Consultant will be responsible for preparing and transporting the QA concrete test cylinders and asphalt cores/box samples to the Consultants' independent testing laboratory.

n) Inspect for compliance with the Contract Drawings and Specifications all assigned pre-purchase contracts for long lead times, if required. Identify and monitor the progress of all purchases of long-lead items to be incorporated in the project.

o) Monitor the contractor's safety performance throughout the life of the project. Where any operation, practice, or condition during the course of the work is unsafe, the Consultant shall immediately direct the Contractor to discontinue the work, and adequate remedial action

shall be taken before the affected part of the work is resumed. Document any injuries/incidents to contractor employees, consultant employees and the public.

p) Advise the Chief Engineer of jurisdictional and other labor relation problems and provide advice to the Commission to resolve disputes and prevent potential work stoppages.

q) In the event interpretation of the meaning and intent of the Contract Drawings and Specifications becomes necessary during construction, the Resident Engineer shall consult with the Chief Engineer to ascertain the interpretation and transmit such information to the Contractor.

r) Advise the Chief Engineer of all project-related complaints and inquiries from property owners, citizens, officials, or others and assist the Commission in the investigation and answering/resolution of such complaints and inquiries.

s) Inform the Chief Engineer of potential delays and recommend the re-scheduling/re-sequencing of work in order to overcome delays and meet target dates.

t) Provide daily onsite inspections to ensure that the required equipment, materials, methods of construction, and traffic control are in compliance with the Contract Drawings, Specifications, approved submittals and regulatory codes. Document with digital photographs, all aspects of the project progress, and/or any unusual incidents or conditions that may result in additional work. Provide to the Commission, on a monthly basis (to be part of the Consultant's Monthly Project Progress Reports) electronic copies of digital progress photos taken during the construction activity. These images shall be captioned to identify activity and locations of work along with date of the image and file named accordingly.

u) Provide a Project Specific Contract Inspection Plan (IP) on how the CM/CI Consultant will meet the required services detailed in this RFP and which also serves to amplify information on the required tests, inspections and verifications required to be performed by the Contractor. The IP shall include a list of inspections, tests and verifications required to be performed, referencing specification's sections, permit requirements or other authority for performing the inspection. The IP should also note the point in the schedule at which an inspection activity shall be performed and beyond which work may not proceed without release by the Consultant and the estimated date when these services will be performed. The IP is to be developed within ten (10) calendar days of the Contractor's submission of their "Preliminary CPM Schedule" and delivered to the Commission at that time. A revised version of the IP should be developed and distributed to the Commission within seven (7) calendar days of the approval of the Contractor's Baseline/Composite CPM Schedule (See Special Provision, Contract Schedule, Section 2.C of the Contract Specifications). The Consultant will take samples and perform materials field tests, as required.

v) Make recommendations to the Chief Engineer concerning changes in work that may be necessary or desirable as a result of field conditions or required design modifications. Evaluate the impacts to cost and schedule of possible scope changes proposed by the Commission.

w) Advise Commission Staff in the progress of utility and other third-party work and record labor, equipment, and materials expended. Advise on the impact of this progress on the Contractor's schedule.

x) Determine and document accordingly both construction contract substantial completion and construction contract final completion and provide written notice that the work is ready for final inspection. The Consultant shall develop and provide the Contractor's punch list, monitor and record Contractor's completion of all outstanding contract items making recommendations to the Commission for Final Inspection and Final Acceptance. Consultant shall schedule, hold and document a Project Closeout Meeting. Secure and transmit the required guarantees, affidavits, subcontractor release of liens releases, bonds and waivers, manuals, record (As-Built) drawings, Final Progress Report, Lessons Learned Report and final contract records including any keys to the Chief Engineer all within 30 days of final completion of Contract No. T-794A.

y) Prepare and issue to the Chief Engineer certifications/letters that the work has been completed in accordance with the Drawings and Specifications and approved submittals, and that final estimates of the payment to the Contractor are correct.

z) Prepare detailed red-line "As-Built" construction drawings to ensure that they show all changes or additions to the original contract documents and submit final red-line drawing to the Designer, within 15 days of Contract No. T-794A's final inspection. Mark up drawing details clearly and uncluttered. The final As Built CADD drawings will be produced by the Designer based on the CM's red-line mark-ups of the As Built conditions.

aa) Ensure that the appropriate PennDOT and NJDOT Road Closure Notifications are completed and subsequently submitted to the respective agencies as required. Additionally submit in all scheduled weekly lane closures to the Commission's Engineering Department by Noon on Thursdays for the following week.

6. Document Control by the Consultant will be of the utmost importance. The Consultant will be allowed to utilize PennDOT's CDS software for project documentation. It will be the responsibility of the Consultant to furnish the required CDS software, and perform all data entries, operations, and maintenance of the electronic documentation system. The CM staff shall have a good working knowledge of the computerized system. The Consultant may utilize a similar type of electronic documentation system upon Commission approval.

7. The Consultant shall provide as a minimum to be available in the Construction Office one (1) copy of each of the following Publications for the use of the construction inspection staff:

   - PENNDOT Publication 408/2026 plus changes and strike off letters
   - NJDOT Roadway Design
   - State of New Jersey 2019 Standard Specifications for Road and Bridge Construction
   - Pennsylvania Department of Transportation, Publication 2, Project Office Manual or New Jersey Department of Transportation equivalent

8. The Consultant will be responsible for developing, initiating, maintaining and supervising all safety programs for his employees to ensure compliance with all applicable federal, state and local safety laws, rules, regulations and codes. It is the responsibility of the Consultant to

ensure that the work hereunder is performed in a safe manner and in compliance with the general safety standards for the performance of such work, as promulgated by OSHA, and by any other similar regulatory body or professional board or organization.

9. Within fifteen (15) calendar days from the Notice-to-Proceed date, the Consultant will submit a "Project Specific Contract Safety Plan" that satisfies all requirements of this Section along with Sections 5 and 8 above. The Contract Safety Plan shall also designate and name a Consultant's Supervisor(s) who shall randomly visit the project site to ensure that the work at the work site is performed in a safe manner. The costs associated with the preparation and implementation of the Contract Safety Plan for this agreement will not be considered a reimbursable expense. The Consultant shall furnish all safety equipment and hand tools for his employees (hard hats, safety vests, harnesses, tapes & rules, etc.). No direct reimbursement will be made for this equipment.
10. The Consultant shall submit a Lessons Learned Report within thirty (30) days of final completion of Contract No. T-794A. The final closure of a project is an appropriate time to reflect back on the challenges, successes, frustrations and failures experienced by the project team. As an organization the Commission wants to capture these results and help better their operation and apply these "lessons learned" to future situations. The Consultant shall also include a section on Lessons Learned in their Monthly Project Progress Reports which is to be updated monthly.
11. Field Office space (PennDOT Type B) together with heat, furniture, light and sanitary facilities for the Consultant will be provided by the Contractor, at no expense to the Consultant. The Consultant shall furnish the following items required for providing the Construction Management/Construction Inspection Services for this agreement without direct reimbursement by the Commission:

    - Cameras (including digital cameras, camcorders)
    - Computers/Printers
    - Computer Software
    - Cellular Phones
    - Training
    - Protective/Safety Gear/Equipment
    - Subsistence
    - All Inspection Equipment
    - Vehicles including vehicle construction safety/amber lights
    - Badges - Each "on-site" employee assigned or attached to any organization associated with this project must be in the possession of a Personnel Identification Badge. Personnel Identification Badges shall display a passport style photograph and present information including but not limited to company name, employee name, and affiliation. The Consultant shall provide the Commission's Project Manager with "sample" Photo Identification Badge(s) for approval as well as a list of theirs and their Subconsultants "on-site" employees.

Task B. Independent Safety Reviews

The duties of the Prime Consultant shall also include incorporating the services of an approved, qualified Certified Safety Professional to undertake an independent safety review of the project. The Consultant

will manage and coordinate the work of the Certified Safety Professional. The Certified Safety Professional will conduct as minimum bi-weekly OSHA compliance inspections of the contractor's work during construction which shall be coordinated with the Commission's Resident Engineer. The Certified Safety Professional will review the Contractor's Safety Program prior to conducting the first site inspection in order to get familiar with their program and to note items that may require particular attention during the site visits.

The Certified Safety Professional shall provide an on-site bi-weekly OSHA/Safety Compliance Review. Where any operation, practice, or condition during the course of the bi-weekly OSHA/Safety Compliance Review is observed as unsafe, the Consultant shall immediately direct the Contractor to discontinue the work, and adequate remedial action shall be taken before the affected part of the work is resumed. It is anticipated that the Certified Safety Professional will be on site for a minimum of four (4) hours and prepare his/her report within 24 hours of the on-site review. The report will document overall safety, noting any unsafe work conditions, any applicable OSHA/State Regulatory compliance requirements and deficiencies and provide recommendations for any future follow-up inspections.

The Consultant will review the Certified Safety Professional's reports and findings prior to submitting them to the Commission. The Reports, one (1) original hard copy plus an electronic version, of each bi-weekly review, will be submitted by the Consultant to the Commission for their review within three (3) days of the on-site inspection.

The Consultant and their Certified Safety Professional will be required to attend the Contract T-794A Bi-Weekly Progress Meetings to discuss the reports, findings and recommendations.

Task C. Material Testing

The duties of the Consultant shall also include, but not be limited to, the following Quality Assurance Material Testing (Inspection) services, if and where directed by the Chief Engineer:

1. The Consultant will witness QC testing as performed by the contractor and will conduct QA testing on a random basis, with a **predetermined amount of $25,000** established for this purpose. For the purposes of this Proposal, this cost is to be included in the Fee Summary under Direct Costs. This item will include concrete testing, asphalt testing and possibly batch plant visits. The Consultant will be required to obtain the services for testing through a competitive bid process.

2. The Consultant will be responsible for administering, managing and documenting all QA tests and subsequent results.

PROJECT STAFFING REQUIREMENTS

For the "Scope of Services for the Proposal" outlined above, the Consultant shall provide the qualified staff described below to perform the work. The Project Manager (PM) and Resident Engineer (RE) will be responsible for monitoring, controlling, and reporting on the project activities and progress to the Commission. The Resident Engineer (RE) will assign and manage the duties of the field staff. The field staff will consist of up to three (3) construction inspectors (CI) with one of these Inspectors being an Inspector/Office Engineer (I/OE). A Scheduler will be responsible for reviewing the preliminary (Baseline CPM) and bi-weekly schedule updates in reference to the construction contract requirements, providing

comments and recommending approval of each schedule submission. Independent Safety Reviews/Inspections will be conducted as a minimum bi-weekly for OSHA compliance of the contractor's work during construction. The Consultant Staff must have a clear understanding of the tasks assigned to ensure the project scope is achieved safely, with the highest quality, completed on time, and within budget.

The Delaware River Joint Toll Bridge Commission uses primarily PENNDOT design standards and specifications, with specific edits as appropriate, for all rehabilitation projects. Prior experience with PENNDOT, NJDOT and/or Commission inspection is desirable for the proposed Construction Management/Inspection Staff.

For the purpose of helping to define the Consultant's scope of services, the following represents a general overview of the anticipated construction schedule milestones:

T-794A Construction Activity	Schedule
NOA/LNTP	March 30, 2027
Anticipated Notice to Proceed	April 27, 2027*
Field Construction Anticipated to Begin	May 17, 2027
Contract Substantial Completion	October 29, 2027
Contract Final Completion	November 19, 2027

*Date is dependent on the approval of the Contractor's Insurance and Bonds.

The CM/CI Contract, Contract No. CM-794A, is anticipated to be awarded on or about March 30, 2027, and be completed by December 17, 2027 (One (1) month after the final completion of the Construction Contract, Contract No. T-794A) for an estimated duration of nine (9) months.

For the purposes of this RFP, it is assumed that much of the construction work will be conducted using single shifts, daylight working hours of 7 AM to 5 PM, five (5) days per week, Monday through Friday. However, some work on the Oak Street Bridge, and the Main River Bridge's sidewalk will require night work anticipated to be between 9 PM to 5 AM, Monday through Friday. Additional shift work during weekdays and if needed on weekends may be necessary in order for the Contractor to maintain schedule. It is also assumed that the contractor will occasionally work beyond the traditional eight (8) hour shifts per day in order to substantially complete the construction by the milestones indicated above. It is further anticipated the contractor may work intermittently to complete punch list items beyond Contract T-794A's Substantial Completion.

As the Commission's representative for the construction, the CM/CI Consultant shall have the RE covering all field construction activities unless approved otherwise by the Commission. During periods when the contractor chooses to work longer/dual shifts in a single day, and/or weekend work, it is anticipated that the RE will cover the larger/ daytime shift. Appropriate construction inspection staff will be provided for all shifts and account for all construction activities.

The CM/CI Consultant Field Staffing assumptions are as noted below and shall be refined after the submission, and subsequent approval, of the Contractor's work plan and CPM schedule. The Consultant shall propose an efficient inspection staffing plan, covering the needs of the rehabilitation project, including but not limited to, structural, civil, electrical, communication and roadway inspection. It is anticipated that inspectors may be phased onto and off the project based on the Contractor's work plan/schedule. In general, it is anticipated that the project should be staffed with the following personnel.

Any alternative staffing being proposed by the Consultant must be detailed out within their proposal and be within the anticipated/estimated total manhours outlined below.

Project Manager (PM)

The PM shall be a Professional Engineer licensed in the State of Pennsylvania and/or New Jersey with a minimum of 20 years of Bridge, Roadway and Transportation Construction Supervision/Management experience. The PM is the individual who is the single point of contact and the Prime Consultant's direct representative to the Owner. The PM must be an employee of the Prime Consultant and will be responsible for the administration of the work tasks ensuring that the work remains on schedule and within budget. The Project Manager will coordinate all Subconsultants and make sure that the flow of information among the project team is maintained. In addition, the Project Manager will perform the necessary administrative functions to provide timely and effective project controls. The following administrative activities as a minimum are included within this effort:

- Assemble and direct the CM team, including Subconsultant(s)
- Conduct and document the CM Kick off Meeting and also the CM Monthly Progress Meetings
- Serve as the single point of contact for project communication
- Schedule project implementation activities
- Control project costs
- Represent the Commission at public meetings, if required
- Promote an atmosphere of good public relations and customer satisfaction
- Coordinate the flow of information concerning the project
- Assist in coordinating project issues with outside agencies, if required
- Ensure the maintaining of project documentation and correspondence files
- Monitor budget and consultant and contractor invoicing
- Ensure proper billing procedures
- Ensure proper personnel assignments
- Ensure proper adherence to Commission, PennDOT and NJDOT procedures

The PM will oversee the quality of work provided by the construction management/inspection staff and is the individual who directly supervises the Resident Engineer. For the purposes of this RFP assume that the PM will be required two (2) days per month in the field and two (2) days per month in the office for the duration of this CM/CI contract (9 Months).

One (1) Resident Engineer (RE)

The RE shall be a Professional Engineer licensed in the State of Pennsylvania and/or New Jersey or shall be NICET Level IV Certified, including a minimum of 20 years of Bridge, Roadway and Transportation Construction Inspection Supervision/Management experience. The RE having Electrical Construction experience would be preferred. The RE or any Inspector must be certified as a Traffic Control Coordinator (TCC) from Rutgers. The RE must be an employee of the Prime Consultant and be proficient in both verbal and written communication. The RE is the individual who is the Owner's direct on-site representative to the Contractor and responsible for updating the Commission's Project Manager with the daily construction progress, field discussions, material deliveries and tests. RE duties include, but are not limited to, direct supervision of the CM/CI's field staff; reviewing inspector reports for daily progress and

as-built quantities and maintaining the same on the Project's office construction contract plans; responsible for: tracking and processing all submittals including all shop drawing submittals, Requests For Information (RFIs), correspondence, etc.; maintaining the office records; maintaining the Project document control, including processing/handling of all incoming and outgoing correspondence and the maintenance of the project files; developing the Project's Contractor's payment estimates; and reviewing construction material submittals such as questionnaires, certifications and delivery slips; performing quality assurance oversight of items of work in progress; ensuring that the project is constructed in accordance with the approved construction contract plans, schedule, specifications and approved submittals for the owner; and documenting these activities accordingly. The RE will also coordinate cost controls, schedule reviews, material inspections and safety inspections.

For Proposal purposes assume that the RE will be required an average of 40 hours/week for the entirety of the CM/CI contract (9 Months) beginning with Notice of Award. The RE will not qualify for an hourly rate adjustment for hours over 40 per week.

Construction Inspectors

Various types of Inspectors will be required for this Project based on the type of work ongoing at any given time. It is anticipated that up to three (3) inspectors may be required at any one time.

Inspectors will be required for this Project based on the type of work ongoing at any given time. Criteria is provided for two (2) construction inspectors and one (1) electrical inspector. The Inspectors will be phased onto and off the project based on the Contractor's work plan/schedule.

The construction inspectors shall be qualified in the inspection of roadway and bridge rehabilitation, maintenance and protection of traffic, etc. These Inspectors shall have a minimum of five (5) years' experience as a Transportation Construction Inspector, be a minimum of NICET Level III and possess appropriate certification such as ACI/PennDOT and NECEPT Field Technician Certifications or New Jersey equivalent and NJSAT Asphalt Paving Certification or equivalent and a Traffic Control Certification or equivalent.

One of the construction inspectors noted above will assume a dual role as Inspector/Office Engineer (I/OE), assisting the RE in office engineering duties. In addition to the qualifications noted above for the Construction Inspector, the I/OE must possess a Bachelor of Science degree in Civil Engineering or an Associate's Degree in Civil Engineering Technology, and also have a minimum of five (5) years of practical experience providing CM/CI services. In addition to the general duties of the construction inspector, the I/OE duties are to include, but not limited to, assisting the RE with project document controls, preparing minutes of meetings, tracking submittals, RFIs, as-built quantities and maintaining the same in the project's files and office plans, maintaining the field office and project field files and assisting with the preparation of the Contractor's pay estimates.

Individuals performing non-destructive testing (NDT) shall be NDT Level II certified. The NDT agency shall meet the requirements of ASTM E 543, *Specification for Agencies Performing Nondestructive Testing*.

An individual whose primary duty is testing materials being incorporated into a construction project is not considered a construction inspector. Also, NOTE: RESIDENT ENGINEER EXPERIENCE IS NOT

CONSIDERED AS CONSTRUCTION INSPECTION EXPERIENCE.

For purposes of this RFP assume the following subject to change based on the Contractor's approved schedule:

- The Inspector / Office Engineer (I/OE) with certification described above, beginning one (1) month after the award of Contract No. T-794A for 40 hours per week for eight (8) months (End of the CM/CI contract).

- The other Construction Inspector (CI) with certification described above, beginning one (1) month after the issuance of the Notice to Proceed for Contract No. T-794A for 45 hours per week for eight (8) months (End of the CM/CI contract).

- One (1) electrical inspector (EI) described above beginning one (1) month after the issuance of the notice to Proceed for Contract No. T-794A for 45 hours per week for seven (7) months covering the highway lighting work. The EI shall have a minimum of ten (10) years of demonstrable experience on projects involving highway lighting systems. The EI's responsibilities will include overseeing all of the work associated with the highway lighting operations and shall be responsible for verifying that all work is performed in full compliance with the National Electrical Code (NEC), Pennsylvania Department of Transportation (PennDOT) Standard Specifications, and all applicable utility requirements. Electrical inspections shall be conducted at all stages of the project, including but not limited to concealed work, conduit installation cable pulling, cut overs, testing, system completion, prior to energization. Responsibilities also include inspecting materials and workmanship, maintaining daily labor, equipment, and quantity records, and preparing reports along with quantity summaries. The role further requires coordinating and reviewing submittals, attending meetings as required and keeping records of installed equipment and devices, which are to be submitted for review and approval by the Resident Engineer.

<u>One (1) Scheduler</u>

The Scheduler shall have a minimum of five (5) years of construction Critical Path Method (CPM) scheduling experience gained while working on construction management assignments that include the construction inspection categories associated with the tasks included within Contract TS-622A. The Scheduler must be proficient in the use of CPM scheduling, Primavera Project Planner and MS Project Scheduling and also the Claims Digger program. The Scheduler will be required to participate in the Scheduling Conference and all Contractor bi-weekly Progress/Schedule Update Meetings.

For purposes of this contract assume that the Scheduler will be required for 80 hours total to get the contractor's CPM schedule approved during the first two (2) months of Contract No. CM-794A; and then eight (8) hours every two (2) weeks for the following seven (7) months for Contractor bi-weekly schedule update reviews and Schedule Update Meetings' participation.

All of the aforementioned staffing is subject to change based on the Contractor's approved schedule.

All professional licenses and certifications for the proposed staff must be current. Copies of all current licenses and certifications must be included in the Proposal.

The Consultant PM is required to adjust construction inspection staffing levels to be appropriate for the amount of work being performed by the Contractor. Should, in the opinion of the Chief Engineer, the staffing levels are not appropriate for the work being performed by the Contractor, the PM will be directed to either remove or add staff.

The CM/CI individual field personnel will not be allowed to bill the Commission for more than twelve (12) hours for any given day worked, nor more than 60 hours per week, for any given week.

SUBMISSION REQUIREMENTS

The Consultant will be required to submit their Proposals 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 eight (8) single-sided, letter-sized (8 ½" x 11") pages, except as noted below, utilizing #12 font size of type Times New Roman, will be required to include:
   a) *Understanding of the Project and Commission Needs:* The Consultant should address the Commission's needs with respect to meeting the requirements of this RFP, the project's key issues, and the completion of work to the highest standard of quality in accordance with this scope and schedule.
   b) *Project Management Approach to the Project:* The Consultant should address their means of performing the scope of services outlined in this RFP including a discussion of Consultant's means to: maintain budget; maintain the required schedule; minimize claims; utilize a "Team" approach; and deliver a quality finished Project. Include and substantiate any additional project staff above those listed under **PROJECT STAFFING REQUIREMENTS.**
   c) *Consultant's Detailed Work Plan* (Maximum of five (5) pages and not included in the eight (8) page Proposal limitation cited above): The Consultant should provide sufficient narrative of each task and sub-task to provide the Commission the basis to fully and completely understand the scope and the level of effort that the Consultant plans to undertake to successfully complete Part I – General Activities of the Consultant and Part II – Construction Management Services. For Parts I and II provide a list of deliverables for each item and sub-item in the Detailed Work Plan.
   d) *Experience of Consultant on Similar Projects* [include name/address/telephone number for at least three (3) client references for the Prime Consultant and each of the Sub consultants]. Descriptions shall include construction cost, total fee, Consultant's fee, and date of project and Consultant's area of responsibility (For the Prime Consultant and each sub consultant).

e) *Credentials and Experience of the Consultant Personnel:* The Consultant should include a "brief" biographical narrative to indicate experience, and capabilities appropriate to the role and responsibility of personnel who will perform on this assignment.

The Resident Engineer shall be in responsible charge for all Tasks covered in this scope of services. Include for the Project Manager and the Resident Engineer, the name, address, and telephone numbers for at least three (3) client references. Both the Project Manager and the Resident Engineer are to be employees of the Prime Consultant.

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

The Prime Consultant and any Subconsultants must include an Affirmative Statement accepting the Terms and Conditions of the Commission's Standard Commission Consultant Agreement (**Sample Agreement in Attachment V**).

f) *IBE Participation*: Completed IBE Participation Forms shall be submitted. The participation target for IBE certified firms is 25%. The Prime Consultant shall indicate in their Technical Proposal their commitment to the IBE utilization target for this contract. This information shall be submitted on the IBE forms included in the Contract Compliance Plan posted on the Commission's website under the heading: *Doing Business*. Copies of current certifications of all IBE firms shall also be submitted. (The completed IBE Participation Forms are not included in the eight (8) page limit of the Proposal limitation cited above).

<u>In addition to the Detailed Work Plan and IBE Participation forms, described above, the following Items **are not** included in the eight (8) page Proposal limitation cited above:</u>

3. One (1) single-sided page organizational chart showing key personnel names, position, title and reporting relationships.
4. One (1) single-sided page matrix identifying the qualifications and experience of key personnel.
5. One (1) single-sided page resume for the Project Manager, Resident Engineer, Inspector/Office Engineer, Inspectors, Certified Safety Professional and Scheduler stating relevant experience, including dates of assignments, their roles and professional qualifications.
6. Completed Schedule A's (**Attachment VI**) showing the hours estimated to complete the work for Part I and Part II for each Contract included in the proposal. A completed Schedule A is required for: the Prime Consultant; each subconsultant individually; and a Team/Composite Schedule A showing the combined hours of the Prime and all subconsultants. Also, to be included is a distribution by month of work hours for each proposed project member.
7. The Prime Consultant must submit a sample "Certificate of Insurance" along with a completed, signed copy of the Insurance and Indemnification Certification Form (**Attachment III**), attesting that they can meet the minimum requirements stipulated in the Insurance and Indemnification Requirements (**Attachment II**) plus the required Broker Letter, sample of which is within **Attachment II.**
8. Completed Conflict of Interest and Recusal Certification Form.

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

Fee Proposal

1. Letter of Transmittal [not to exceed one (1) page] stipulating a not-to-exceed Fee for the Tasks listed under Parts I and II.
2. The proposed not-to-exceed Fee Proposal will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners (payment for Corporate Officers, Partners, Owners will be made if they are performing specific technical tasks to the betterment of the project) and routine secretarial and clerical services, times an "approved allowable multiplier" plus approved out-of-pocket expenses, including but not limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant's direction.

   Mileage Reimbursement Policy

   a) General Eligibility

   The Commission will reimburse mileage incurred by Construction Management (CM) and Construction Inspection (CI) staff for travel to and from the project site, as well as on-site mileage, subject to the limitations defined herein.

   b) Normal Daily Commute Deduction

   A normal commute distance of 15 miles each way (30 miles total per day) shall be deducted from any daily mileage reimbursement claim. Mileage within this 15-mile threshold is considered non-reimbursable commuting.

   c) Daily Mileage Cap

   The Commission will reimburse up to a maximum of:
   - 50 miles each way (100 miles round trip per day)
   - A maximum daily total of 100 reimbursable miles per day for CM/CI staff assigned to this project.

   Reimbursement will not exceed these caps regardless of total daily mileage traveled.

   d) Consistency with PennDOT Pub 93

   Except for the daily mileage cap noted above, the Commission's reimbursement methodology follows the principles outlined in PennDOT PUB 93, Appendix 4G, regarding commuting mileage reimbursement beyond the normal daily commute deduction.

   e) On-Site Mileage

Mileage driven within the project limits for work duties is fully reimbursable and is not subject to the commute deduction or daily cap.

f) Document Requirements

Consultants shall submit mileage logs identifying:

- Origin and destination
- Total daily mileage
- Deducted commute mileage
- Reimbursable mileage claimed
- Staff name and role

The Commission reserves the right to request additional documentation to verify accuracy.

g) Applicability

This mileage reimbursement policy applies to all CM/CI RFPs and resulting contracts unless otherwise specified in the solicitation or negotiated agreement.

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

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

The Consultant, and all subconsultants, will submit documentation of their "approved overhead rate" with the Commonwealth of Pennsylvania or State of New Jersey as part of the Fee Proposal. The maximum overhead for field work for this portion of the Agreement will be the Commonwealth of Pennsylvania or State of New Jersey "approved ***field*** overhead rate" or 110%, whichever is lower. The maximum overhead for office work for this portion of the Agreement will be either the Commonwealth of Pennsylvania or State of New Jersey "approved ***office*** overhead rate" or 150%, whichever is lower. The Consultant and all subconsultants shall include in the Fee Proposal a letter from PENNDOT or NJDOT indicating their approved overhead rates. Profit will be limited to 10% of the sum of direct labor plus overhead.

3. To evaluate the basis for the proposed not-to-exceed fee, the Consultant will provide a Fee Proposal in the form provided in the attached Fee Summary, Schedule B. (**Attachment VII**).
4. The Prime Consultant must perform the largest percentage of the services of any team member required by this RFP. All consultants, subconsultants/subcontractors must possess the qualifications required within this RFP.
5. The Prime Consultant will be reimbursed for the validated billings by all sub consultants. Mark-ups will not be permitted on subconsultant costs.
6. Payment of actual costs for each task will be made monthly. The Prime Consultant will be required to submit a sample monthly invoice within 15 calendar days of the issuance of the Contract's Notice to Proceed, for approval of the Commission. The sample invoice will be required to include a Progress

Schedule indicating percent spent to date and physical percent complete for each of the major tasks for the project as a whole. The invoice will be required to also include a narrative, which is in addition to the previously mentioned Monthly Project Progress Report, and will include, but not be limited to, the following: (1) Work performed during the billing period; (2) Short-term Work Plan; (3) Scope Modification/Project Issues; and (4) Schedule Adherence/Contingency Planning.

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

Physical % complete = [$ spent divided by ($ spent + cost-to-complete)] times 100

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

REQUEST FOR PROPOSAL SCHEDULE

The Commission's anticipated Request for Proposal Schedule is as follows:

Proposal Schedule	Date
Issue/Post RFP	Friday, November 20, 2026
Pre-Proposal Submission Meeting (In-Person)	Tuesday, December 8, 2026
Closing Date for Submittal of Inquiries	Tuesday, December 15, 2026
Responses to Inquiries	Friday December 18, 2026
Closing Date for Submittal of both Technical and Fee Proposals	**Tuesday, January 5, 2027**
Presentations/Interviews (If required)	Tuesday, January 26, 2027
Anticipated Award/ Limited Notice to Proceed	Tuesday, March 30, 2027

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. The Consultant's attention is directed to **Attachment I** for additional Administrative and Contractual Information.
2. It is the intention of the Commission to evaluate each Proposal in conjunction with those received from the other firms. This will lead to a selection, Fee Proposal review, negotiation and an agreement to be executed with the successful Consultant for this work.
3. Technical Proposal and Fee Proposal must be delivered to the Commission as clearly titled separate files, prior to the Closing Date time and date specified.
4. The Technical Proposal will be evaluated using the following criteria:

   Evaluation Criteria

   - Understanding of the Project and Commission Needs
   - Project Management Approach to the Project
   - Consultant's Detailed Work Plan

- Experience of the Consultant on Similar Projects
- Credentials and Experience of the Consultant Personnel
- IBE Participation

5. Following the evaluation of the Technical Proposal, the Consultants' proposed Project Manager and Resident Engineer may be required to participate in a Presentation/Interview with the Technical Evaluation Committee (TEC). The prospective Project Manager and Resident Engineer shall demonstrate that their respective experience on similar projects has prepared them for this project. The Presentation/Interview will be approximately 40 minutes in length: 20 minutes for the Prime Consultant's Presentation by the Consultant's proposed Project Manager and Resident Engineer, and 20 minutes for Questions and Answers. Attendance at the Presentation/Interview by the proposed Scheduler, Certified Safety Professional and or Inspectors is optional. The tentative date for the Presentations/Interviews is as noted in the Request for Proposal Schedule but will be announced after receipt and subsequent evaluation of the Technical Proposals.

6. The Presentation/Interview will be scored in a fashion similar to that described for the Technical Proposal. The Presentation/Interview rating criteria are listed below:

    - Did the team display an understanding of the project objectives and work plan?
    - Did the team demonstrate the requisite technical skills/past experience necessary to achieve the requisite scope, schedule and budget?
    - Did the PM and RE demonstrate his/her ability to effectively manage the team and field team respectively?
    - 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 presenting and in responding to questions raised by the Commission?

7. Following the completion of the review of the Technical Proposal and Presentations/Interviews, each firm's overall score will be determined. The Technical Proposal will have a 60% weight and the Presentation/Interview a 40% weight.

8. Following the evaluation of the Technical Proposals and Presentations/Interviews the TEC reviews its evaluation with the Senior Selection Committee (SSC). The Senior Selection Committee reviews with the Commission their recommendation of the best qualified Consultant(s) to negotiate scope and budget. The Commission then identifies the best qualified Consultant(s) to negotiate scope and fee.

9. The Fee Proposal of the Consultant selected by the Commission will then be opened. Thereafter, negotiations will be conducted with the Consultant. Upon completion of the scope and fee negotiations with the Consultant the TEC's findings will be reported to the SSC. The SSC will report its findings to the Commission and recommend award of the Contract to the Consultant whose Proposal is deemed to be in the best interest of the Commission. If a negotiated agreement cannot be reached with the Consultant within a reasonable amount of time, the negotiations will be terminated and the same procedure will be set in motion with the next best qualified Consultant, and so on.

10. In making its selection, the Commission is not required to accept the lowest price, and may at its sole discretion, reject any Proposal that is not responsive to the requirements stated herein, or may elect to waive some or all irregularities in any Proposal. The waiver or non-waiver of any specific irregularity will not imply or compel similar treatment of any other irregularity.

11. The IBE participation target for this project is 25%. The Prime Consultant shall indicate in their Technical Proposal, the names of the IBE firms and the percentage of contract value to be performed by each.
12. On all projects of this nature, the Commission has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of our evaluation of your Technical Proposal. **Attachment V**, entitled Sample Standard Commission Consultant Agreement is attached herewith and should be properly considered when preparing your final Technical Proposal.
13. An officer of the Prime Consultant authorized to make a binding commitment must sign this Proposal.
14. 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.
15. Technical Proposals and Fee Proposals must be submitted by **2:00 PM** Local Time, on the date indicated in the **Request for Proposal Schedule** and delivered electronically (no hardcopy submission) via email/file transfer to Chris Rood, P.E., Project Manager (crood@drjtbc.org) with a copy to Rany Zakharia, P.E., Program Area Manager (rzakharia@drjtbc.org), and Kevin M. Skeels, P.E., Chief Engineer (kskeels@drjtbc.org).
16. The Commission shall not be liable for any costs incurred by any Consultant and subconsultants in the preparation of its Proposal for the services requested in this RFP.
17. A Pre-Proposal Submission Meeting will be held at the Commission's Scudder Falls Administration Building at 1199 Woodside Road, Yardley, PA 19067-1334 at 10:00 AM, Local Time, on the date indicated in the **Request for Proposal Schedule.**
18. Inquiries concerning this RFP are to be directed via email to Chris Rood, P.E., Project Manager (crood@drjtbc.org) with a copy to Rany Zakharia, P.E., Program Area Manager (rzakharia@drjtbc.org), and Kevin M. Skeels, P.E., Chief Engineer (kskeels@drjtbc.org). The inquiry submittal deadline is **2:00 PM** Local Time on the date indicated in the **Request for Proposal Schedule**.
19. The Consultants shall be fully responsible for the delivery of their Proposals.

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

Very truly yours,

Kevin M. Skeels, P.E.
Chief Engineer

KMS/clr

ATTACHMENTS

TO THE

REQUEST FOR PROPOSAL

FOR

CONTRACT NO. CM-794A, CAPITAL PROJECT 2332A

CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES

FOR THE

DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY IMPROVEMENTS

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ATTACHMENT	DESCRIPTION
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II	INSURANCE AND INDEMNIFICATION REQUIREMENTS
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IV	CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM
V	SAMPLE STANDARD COMMISSION CONSULTANT AGREEMENT
VI	SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM
VII	FEE SUMMARY (SCHEDULE B)
VIII	QUALITY ASSURANCE FORM

ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

An officer authorized to make a binding commitment must sign both the Technical and Fee Proposals.

Incurring Costs

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

News Releases

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

Addendum to RFP

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

Acceptance of Proposals

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

Rejection of Proposal

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

Dissemination of Information

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

Debriefings

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

Insurance and Indemnification Requirements

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

Right to Audit

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

Sample Standard Commission Consultant Agreement

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

ATTACHMENT II

CAPITAL PROGRAM CONSULTANTS
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
INSURANCE REQUIREMENTS

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

Insurance:

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

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

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

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
Bodily Injury by Disease:	$500,000 policy limit

c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law *(PA only).*
d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.

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

a) Occurrence Form with the following limits:

(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 noncontributory. 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 the Certificate of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission

with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

CAPITAL PROGRAM CONSULTANT INDEMNIFICATION CLAUSE

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

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

SAMPLE OF BROKER LETTER

TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER LETTERHEAD

DATE

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

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

Dear _____:

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

Sincerely,

Insurance Broker / Insurance Carrier
Name/Title

SAMPLE CERTIFICATE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
SAMPLE	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR							
		X	X	*Per Project or Per Location must be checked				
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY [X] PRO-JECT [X] LOC							
	OTHER:							
							EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY							
	[X] ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS							
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY							
							COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[X] UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$ 5,000,000
	DED RETENTION $						AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Other applicable coverage shown here (see attached)							Refer to Contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #. Certificate Holder, the Commonwealth of PA, and the State of NJ are included as additional insureds on the above General Liability, Auto Liability, and Umbrella Liability (add applicable lines) policies. Coverage is primary and non-contributory. No Cross-suits Exclusions. Umbrella/Excess follows form. Waiver Subrogation applies to all coverages where applicable by law. The SIR is not greater than $50,000 on any policy above (except Professional Liabilty - see requirements). Deductibles must be stated.

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

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ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE OF INSURANCE:

CHOOSE ONE:

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

Or

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

Or

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

POLICY NUMBER: Must Match GL Policy Number on Certificate **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

OR

Any organization where required by written contract

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

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

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.

POLICY NUMBER: Must Match GL Policy Number on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. CM-794A

CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES
DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY IMPROVEMENTS

_____
(Name of Consultant)

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

_____ _____
(Date) (Name and Title)

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

_____

My Commission expires _____, 20 ____

ATTACHMENT IV

CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM

CONTRACT NO. CM-794A

CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY IMPROVEMENTS

_____
(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under Contract No. CM-794A.

_____ _____
(Date) (Name and Title)

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

My Commission expires _____, 20 ____

ATTACHMENT V

**CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES
DELAWARE WATER GAP TOLL BRIDGE BUILDINGS AND ROADWAY IMPROVEMENTS**

DRJTBC CONTRACT NO. CM-794A

SAMPLE

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

WITNESSTH:

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

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

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

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

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

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

ARTICLE I – WORK AND SERVICES

A. Subject and Scope of Services

1. The Scope of Services to be provided under this Agreement shall be as outlined in the Scope of Services of the Commission's Request for Proposal dated _____ and further supplemented by the Consultant's Proposal dated _____. The above referenced Request for Proposal is attached hereto as Attachment A and made a part hereof. The Consultant's Technical Proposal is attached hereto as Attachment B and made a part hereof. The Commission's Notice of Award letter is attached hereto as Attachment C and made part hereof.

2. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

B. Staff and Facilities

1. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.

2. Any person employed in or assigned to the performance of work or services hereunder by the Consultant shall be removed from such work or services upon notice from the Commission's Executive Director and/or his/her designee.

3. The Consultant shall not employ the Commission's employees in the performance hereof.

4. The Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the Commission, its Executive Director and/or his/her designee and all other Commission personnel for the prompt performance of this Agreement.

C. Supervision

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

2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this contract.

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

D. Confidentiality

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

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

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

1. For, and in consideration of the services performed by the Consultant under this Agreement, the Commission shall pay the Consultant up to an amount not-to-exceed $_____.

   Costs incurred beyond the specified not-to-exceed amount without prior Commission approval, shall be at the sole risk of the Consultant.

2. The not-to-exceed payment shall include payment for all direct professional and technical salaries times a multiplier as noted in the table below, plus approved out-of-pocket expenses, including but not limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant's direction.

3. The multiplier for the Consultant and any sub-consultants shall be as follows:

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

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

5. 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, the Consultant shall perform all services necessary to correct his/her 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 PennDOT or as deemed acceptable to the Commission. Sample invoices shall be submitted to the Commission for approval a minimum of two weeks prior to the first official request for payment.

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

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

B. Subcontracts

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

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

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

B. Loss or Damage to Property of the Commission

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

C. Indemnification

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

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

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

D. Claims

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

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

E. Non-Discrimination

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

F. Laws to be Observed

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

G. Familiarity with Laws

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

H. Disputes

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

I. Dissemination of Information

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

J. News Releases

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

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN

A. Work Change Orders

1. The Commission or its Executive Director and/or his/her designee may from time to time by written order require additional work and services to be performed by the Consultant. The Consultant shall submit a Proposal to include scope and level of effort for each task, in writing, to perform the requested additional work and services for review and approval, within 10 calendar days after receipt of the request from the Commission. Payment for this work will be made on the basis of direct professional and technical salaries times a multiplier as shown in the table under Article III A.3, plus approved out-of-pocket expenses and subconsultant and specialized services at cost.

B. Work to Become the Property of the Commission

1. All notes, designs, drawings, specifications and other technical data of the Consultant, as well as job related records and other data including 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 the construction, supervision or design of any structures or facilities for the sole purpose of the Commission, when and where the Commission may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the Commission whenever requested by it, and, in any event, upon completion of the work hereunder.

ARTICLE VII – CONSULTANTS INSURANCE

A. Consultant's Insurance

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

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant's Records and Accounts

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

B. Inspection by the Commission

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

ARTICLE IX – TERMINATION

A. Default of Consultant

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

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

B. Termination at Commission's Own Interest

1. The Agreement may be terminated by the Commission upon fifteen (15) calendar days written notice to the Consultant, whenever the Commission deems it advisable to do so in its own interest. Upon Receipt of such notice from the Commission, the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the Commission:

   a. Discontinue work under this Agreement on the date fixed for termination in the Notice of Termination.
   b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
   c. Cancel (or if so directed by the Commission, transfer to the Commission) as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the Commission, in the manner and to the extent directed by the Commission, all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
   d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
   e. Transfer and deliver to the Commission, in the manner, to the extent and at times directed by the Commission, the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
   f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the Commission may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the Commission has or may acquire an interest.

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

C. Payment Upon Termination in the Interest of the Commission

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

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

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

ARTICLE XI – DEFINITIONS

1. The term "Executive Director and/or his/her designee", whenever appearing herein, means the Commission's Executive Director and/or his/her designee, and shall be deemed to include the respective successor or successors and any authorized agent representative or designee of any of them.

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

ARTICLE XII – MISCELLANEOUS

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

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

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

and

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

If to the Consultant:
_____
_____
_____
_____
Attn: _____

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

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

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

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

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

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

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

Attachments:

A. Commission's Request for Proposal
B. Consultant's Technical Proposal and Fee Proposal
C. Commission's Notice of Award and Limited Notice to Proceed letter

Exhibits:

A. Consultant's Certificate of Insurance

ATTACHMENT VI

SCHEDULE A - HOURLY BREAKDOWN OF WORK PROGRAM

CONSULTANT NAME

Part	Task	Task Description	Prime	Sub 1	Sub 2	Sub 3	Sub 4		Total
I	General Activities of the Consultant								
	A	Project Management							
		a) Manage the Project (PM Only)							
		b) Administer the Project (PM Only)							
		Task I-A Hours							
	B	Coordination and Meetings							
		a) Commission Coordination							
		Project Manager Only							
		b) Other Consultant/Agency Coordination							
		Project Manager Only							
		Task I-B Hours							
II	Construction Management/Inspection Services								
	A	Construction Management/Inspection							
		Resident Engineer							
		Construction Inspector / Office Engineer (I/OE)							
		Construction Inspector (CI)							
		Electtrical Inspectorr (EI)							
		Scheduler							
		Task II-A Hours							
	B	Safety Reviews							
		Task II-B Hours							NA
	C	Material Testing							
		Task II-C Hours							NA
TOTAL HOURS PART I and PART II									

ATTACHMENT VII

FEE SUMMARY (SCHEDULE B)

1. Direct Salaries by Personnel

Key personnel by name, technical and support staff by classification

Table 1.a - Field Personnel

Name/Classification	Hours						Total Hours	Direct Salary Rate/Hr. $	Amount $
	Task I-A	Task I-B	Task II-A	Task II-B	Task II-C	Task II-D			
NAME/RESIDENT ENGINEER							0		$0.00
NAME/INSPECTOR / OFFICE ENGINEER							0		$0.00
NAME/CONSTRUCTION INSPECTOR							0		$0.00
NAME/ELECTRICAL INSPECTOR							0		$0.00
							0		$0.00
							0		$0.00
							0		$0.00
							0		$0.00
Total Hours	0	0	0	0	0	0	0		$0.00

a. Total Direct Salary - Field Personnel (sum amounts of the above table) $0.00

Table 1.b - Office Personnel

Name/Classification	Hours						Total Hours	Direct Salary Rate/Hr. $	Amount $
	Task I-A	Task I-B	Task II-A	Task II-B	Task II-C	Task II-D			
NAME/PM							0		$0.00
NAME/CERTIFIED SAFETY PROFESSIONAL							0		$0.00
NAME/SCHEDULER							0		$0.00
Total Hours	0	0	0	0	0	0	0		$0.00

b. Total Direct Salary - Office Personnel (sum amounts of the above table) $0.00

FEE SUMMARY (continued)

1. a. Total Direct Salary - Field Personnel (sum amounts of the above table)	$ 0.00
1. b. Total Direct Salary - Office Personnel (sum amounts of the above table)	$ 0.00
2. a. Overhead (110.0% times Direct Salary-Field Personnel from 1.a)	$ 0.00
b. Overhead (150.0% times Direct Salary-Office Personnel from 1.b)	$ 0.00
3. Fee (Maximum of 10% of the sum of Items 1.a, 1.b, 2.a & 2.b)	$ 0.00
4. Expenses (at cost) - List each separately for each Task	
a. Travel	$
b. Reproduction	$
c. Other (List)	$
5. Specialized Services (at cost). See note 2. below. List each specialized service separately.	
a. Site Safety Reviews	$ 0.00
b. Material Testing (PDA)	$ 25,000.00
c.	$
TOTAL NOT-TO-EXCEED FEE (Sum of Items 1 through 5)	**$**

Notes:
1. Any material supplies or other things acquired by the Consultant that has a remaining useful life after completion of the work and for which the Consultant receives reimbursement under Item 5, Expenses, shall be delivered to the Commission prior to final Payment.
2. Provide separate fee summary sheets for each Subconsultant.

ATTACHMENT VIII

QUALITY ASSURANCE FORM

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

Client: Delaware River Joint Toll Bridge Commission

Project Name: _____

Client's Project Number: _____ **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:_____