

REQUEST FOR QUALIFICATIONS:

FINANCIAL ADVISORY SERVICES

December 2008

Delaware River Joint Toll Bridge Commission - The Commission is a bi-state agency created by a 1934 agreement and supplements thereto between the Commonwealth of Pennsylvania and the State of New Jersey and consented to by the Congress of the United States of America.

The Bridge System - The Commission currently owns and operates 20 bridges crossing the Delaware River between Pennsylvania and New Jersey, from Trenton-Morrisville to the New York State border. Seven of the bridges are toll bridges. In addition to the bridges crossing the Delaware, the Commission also owns and operates 32 approach structures (overpasses, underpasses, toll plazas, entrance plazas, etc.) within its jurisdiction. Revenues from the seven toll bridges are the only source of funds available to the Commission for maintaining all 20 bridges and the approach structures. The Commission receives no state or federal funds for operation of the System.

The Commission wishes to engage the services of a Financial Advisor to provide advice to the Commission on an "as required" basis for a variety of topics including debt management related to issuance of certain bonds, market updates, strategic planning, financial insight, and other matters as deemed necessary. We are pleased to invite you to submit your qualifications for appointment as Financial Advisor in response to this Request for Qualifications for Financial Advisory Services ("RFQ").

Any firm qualified by the Commission to provide services to the Commission is responsible for immediately notifying the Commission of any changes in ownership, organization and key personnel as well as any real or potential conflicts.

Introduction

The Commission currently has three outstanding Bridge System Revenue Bonds Series for the total of \$449,830,000 as of August 27th, 2008. The Commission issued Bridge System Revenue Bonds, Series 2003, in the aggregated principal amount of \$158,530,000, which is currently outstanding in the aggregate principal amount of \$99,955,000. The Commission issued Bridge System Revenue Bonds, Series 2005A, originally issued in the aggregate principal amount of \$72,645,000, which is currently outstanding in the aggregate principal amount of \$69,525,000. The 2005A Bonds advance refunded part of the Commission's Bridge System Revenue Bonds 2003 Series of \$32,165,000. In 2007 the Commission issued three separate bond series, two (2) auction rate series (Series 2007 B1 and B2) totaling \$150 million and one fixed rate series 2007A totaling \$134,170,000. The Series B1 and B2 bonds are currently outstanding in the principal amount of \$146,650,000, and the Series A bonds are currently outstanding in the principal amount of \$133,700,000. The Series B1 and B2 bonds were issued as Multi-Modal bonds initially marketed in the Auction Rate Securities mode. These bonds were converted to Weekly

Mode Variable Rate Demand Bonds with a direct-pay Letter of Credit in August 2008. The Commission anticipates issuing additional series of revenue bonds between 2010 and 2013 to support its ongoing capital program.

Primary Roles and Objectives of the Financial Advisor

1. Serve as the Commission's consultant on debt financing projects.
2. Provide independent financial advice and serve solely the interests of the Commission.
3. Manage the bond financing process for new issues, conversions, or refinancing, monitor the performance of the Commission's bonds and identify conditions that could trigger conversions or refinancing, and negotiate key business points to accomplish the Commission's objectives.

Scope of Services to be Provided During the Contract Term, as Required

The Commission seeks to utilize the best combination of options available to adequately address the capital needs of its bridges. The selected Financial Advisor may be required to perform the following during the contract period, depending on market conditions and the Commission's capital financing needs:

1. Provide analyses of market conditions, financing options or initiatives at various times to the Commission and prepare formal recommendations when necessary.
2. Track performance of the Commission's variable rate debt and outstanding swaps, and monitor the condition of credit enhancement providers.
3. Analyze and report on the advantages and disadvantages of each proposed financing, including the net present value cost of capital for proposed structures, underwriters, and other options.
4. Develop a plan of finance and prepare financing schedule.
5. Evaluate the projected cash flow from toll and related revenue and compare to the Commission's coverage ratio covenant to evaluate the Commission's debt capacity under various toll and traffic scenarios.
6. Prepare and deliver presentations to Commissioners on financing conditions and options as needed.
7. Analyze the financing impact of project costs, cash flow projections and toll rate implications. Participate in the development of alternate strategies with the Commission's financing team.
8. Work with the Commission's bond counsel and financing team in recommending size, structure, timing, specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
9. Assist the Commission in selection of formation of financing team, including preparing a list of services required of underwriter, trustee, verification agent and other professionals, as agreed upon.
10. Advise the Commission's financing team on areas of industry specific knowledge that affect the financing and marketing of the project's debt.
11. Assist counsel in preparing the text of an official statement and disclosure documents as required.

12. Evaluate legal approaches permitting various financing structures and propose financing methods to be considered for accomplishing the Commission's objectives. This will be done in conjunction with the Commission's staff and legal counsel.
13. Review legal documents.
14. Prepare credit profiles and assist the Commission in making presentations to credit enhancement companies and/or rating agencies. These agencies may require sufficient information to receive the highest possible rating on any securities prior to the sale of such securities.
15. Assist in negotiations with bond insurers and/or letter of credit providers.
16. Manage competitive or negotiated sale process. Arrange for advertising and premarketing of issue. Represent the Commission at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid. Act as the Commission's agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates. In the event of a negotiated offering, assist the Commission in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.
17. Assist the Commission in closing the financing, which includes assistance in selecting a bond printer and in advising the Commission on the investment of proceeds pending expenditure.

RESPONSE TO REQUEST FOR QUALIFICATIONS

In responding to this Request for Qualifications, please address the following areas:

1. Provide the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the Commission on a day-to-day basis.
2. Please give a brief history of your firm, specifically discussing your firm's commitment to public finance.
3. Briefly describe your firm's qualifications, knowledge and experience in serving as a financial advisor, both in general and specifically relating to transportation and toll agencies on general matters as well as debt issuance. Please discuss any experience your firm may have with challenged credits. Also, as an appendix, please provide a listing of the financings in which your firm has been involved since January 1, 2004 and include the following information:
 - name of issuer/obligor and par amount of issue
 - role of your firm in the financing
 - ratings/credit enhancement
 - type of issue (i.e. variable rate/auction rate/fixed rate) type of sale (competitive/negotiated)
 - any special features you may wish to highlight.
4. Please provide three references from current and/or past clients and discuss the services

you have provided or are currently providing to them.

5. Describe your firm's experience in unique financing programs.
6. Describe your firm's knowledge and experience with derivative products.
7. Describe your firm's experience in providing advice as to the investment of bond proceeds. Provide a brief discussion of factors to be considered in the selection of investment products.
8. Discuss how the Commission can use real-time reporting of secondary market activity in the tax-exempt market to benefit its clients. Specifically, discuss how your firm currently uses such information and how your firm can help the Commission use this information to price new issues.
9. Discuss your firm's experience and presence within the State of New Jersey and Commonwealth of Pennsylvania, including all formal and advisory relationships as well as offices and employees in either State.
10. Please indicate whether your firm is qualified as a New Jersey or Pennsylvania small business enterprise. Describe your firm's policy relative to the prohibition of discriminatory employment practices.
11. Describe any potential conflicts that might arise if your firm is selected to serve as Financial Advisor to the Commission.
12. Describe any litigation, threatened or pending, against your firm which might materially affect your ability to serve the Commission as financial advisor.
13. Describe any regulatory action or notice taken by any oversight body against your firm or local office.
14. Please describe any unique opportunities which your firm feels are appropriate for consideration by the Commission.

Statement of Qualifications Submission

An original and six (6) copies of your statement of qualifications must be received at the offices of the Commission no later than **2:00 p.m. EST** on **Thursday, January 15th, 2009** at the following address:

RFQ Response Financial Advisory Services
Delaware River Joint Toll Bridge Commission
110 Wood Street
Morrisville, PA 19067
Attn: Chief Financial Officer

Inquiries concerning this RFQ are to be directed, in writing, to Chief Financial Officer, Delaware River Joint Toll Bridge Commission, 110 Wood Street, Morrisville, PA 19067. Inquiries by FAX are acceptable. The FAX number is (215) 295-3337. Email inquiries may be sent to information@drjtbc.org. To be given consideration, all inquiries must be received by January 7th, 2009. Responses to the inquiries will be posted on the Commission's web site as an addendum by January 9th, 2009. All questions and responses will be posted on the Commission's web site at DRJTBC.org under the **DOING BUSINESS** header under the **Request For Qualifications** tab. The Commission will not be responsible for verbal responses.

Responses received after this time and date will not be considered. E-mailed and/or faxed proposals will not be accepted under any circumstances.

Selection will be made after consideration of all information requested and received including experience, quality of response, New Jersey and/or Pennsylvania presence. The Commission reserves the right to establish a fee schedule that is acceptable to the firm(s) selected and to the Commission and to negotiate fees when appropriate.

Communications with representatives of the Commission concerning this RFQ, except as expressly set forth above, by you or on your behalf are not permitted during the submission process.

The Commission reserves the right to appoint a separate financial advisor on any additional transactions, if any.

The Commission reserves the right to request additional information if necessary or to request an interview with firm(s) or to reject any and all proposals with or without cause, and waive any irregularities or informalities in the proposals submitted. The Commission further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. The Commission also reserves the right to reject any and all submitted proposals. In the event that all proposals are rejected, the Commission reserves the right to re-solicit proposals.

The Commission will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

All information submitted in response to this RFQ will become the property of the Commission and may be open to inspection by members of the public.

In the event the Commission determines that additional clarification or information to this RFQ is necessary; the Commission reserves the right to issue an addendum to this RFQ.

Oral Presentations

After review of the responses, the Commission may, at its discretion, request any one or all firms to make an oral presentation to the Finance Committee and Senior Management staff. Such presentations will provide firms with an opportunity to answer any questions the Commission may have on a firm's Statement of Qualifications. If such a presentation is necessary, Respondents will be notified. Failure to be prepared to make an oral presentation may prevent the firms from receiving further consideration.

NON-DISCRIMINATION AND DIVERSITY POLICY

The Commission prohibits discrimination in employment on the basis of race, color, religious creed, national origin, ancestry, gender, sexual orientation, age, Vietnam era veteran status, or disability. The Commission is strongly committed to developing and maintaining a diverse workforce, and highly values the perspectives and varied experiences that are found only in a diverse workforce. The Commission believes that promoting diversity is important to the success of its overall mission. Accordingly, the Commission requires its consultants/contractors to comply with all applicable nondiscrimination laws and encourages them to promote diversity within their workplace. To assist the Commission in its selection process, Respondents may provide evidence of their policies and practices relating to diversity.

Exhibit A Standard Commission Consultant Agreement

PROJECT NAME

DRJTBC CONTRACT NO. C- _____

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

WITNESSTH:

WHEREAS, the Commission, on _____, issued a Request for Proposal ("RFP") to provide _____, which RFP is made a part hereof and incorporated herein; and

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

WHEREAS, the Commission at its _____ meeting adopted a Resolution to accept the Consultant's Proposal to provide _____ services 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 this Agreement and 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 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 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 a 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 Agreement 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 Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

D. Confidentiality

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

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

A. Executive Director and/or his/her designee

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

B. Consultant

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

C. Employee of Consultant

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

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

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

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 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. 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.
4. The Commission shall have the right to decrease the scope at any time and for any reason upon written notification of the Executive Director and/or his/her designee. In such an event, the Consultant will be fully compensated for work performed prior to the notification of reduction in scope or termination of work.

B. Periodic Statements

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

hereunder. Such statement, when approved by the Commission as to form and items of claim, shall be paid within thirty (30) days of presentation.

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

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Agreement

1. The Consultant shall not sell, transfer, assign or otherwise dispose of this Agreement 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 Agreement

1. In carrying out the provisions of this Agreement 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 Agreement, 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.

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, etc.

1. The Consultant shall familiarize himself with all federal, state and local laws, including the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall discover any provision in this, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the Executive Director 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 ten (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, 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
110 Wood Street
Morrisville, PA 19067
Attn: Sean P. McNeeley

If a legal matter copies to: Marcel L. Groen, Esquire
Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976

and

Michael Perrucci, Esquire
Florio, Perrucci, Steinhardt & Fader, L.L.C.
235 Frost Avenue
Phillipsburg, NJ 08865

If to the Consultant:

Attn: _____

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

- B. Amendments and Waivers. Any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived only with the written consent of the party against whom such amendment or waiver is sought to be enforced.
- C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey or the Commonwealth of Pennsylvania, as the Commission so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of New Jersey or the Commonwealth of Pennsylvania, and the United States for the District of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the Commission so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.
- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.

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

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

DELAWARE RIVER JOINT TOLL BRIDGE
COMMISSION:

ATTEST:

Assistant Secretary

Wendy Vadola Reading
Print

Executive Director

Frank G. McCartney
Print

CONSULTANT

ATTEST:

Signature Title

Print Title

Signature Title

Print Title

Exhibit B

INSURANCE REQUIREMENTS

Note: These requirements apply to Contractors and Consultants except where specific distinctions are outlined below.

Insurance:

Prior to commencement of any work under the Contract and until completion and final payment is made for the work under the Contract (unless otherwise stated herein), Contractor and Consultant (Contractors and Consultants shall be referred to singularly as a "Covered Party", and in plural as "Covered Parties") 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 X" 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 of a Contractor or a Consultant, such Contractor or Consultant (as applicable) shall be responsible for each subcontractor maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering is solely with Contractor or Consultant (as applicable), and Contractor or Consultant (as applicable) shall be solely responsible for all acts or failures to act of each of its subcontractors as if the actions or failures to act are the actions or failures to act of Contractor or Consultant (as applicable). Contractor and Consultant (as applicable) expressly acknowledge and agree that the Commission's willingness to enter into the Contract is premised on Contractor or Consultant (as applicable) taking responsibility for, and indemnifying the Commission against, the acts and failures to act or each of their respective subcontractors. Nothing herein shall otherwise limit or alter Contractors and Consultants obligation (if any) to seek prior approval of subcontractors 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:	\$1,000,000 each accident
Bodily Injury by Disease:	\$1,000,000 each employee
Bodily Injury by Disease:	\$1,000,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
 - 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), 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
(5) Fire Damage (any one fire):	\$ 50,000
 - 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 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) All Owned, Hired and Non-Owned Vehicles
- b) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- c) Per Accident Combined Single Limit \$1,000,000
- 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 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 (following form per location/per project limit), Commercial Automobile Liability and Employers Liability Coverages.
- d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

If it is determined by the Commission that higher limits are required, The Covered Party shall have 30 days to secure such coverage.

5. Pollution/Environmental Impairment Liability Coverage:

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

Pollution/Environmental Impairment Liability:	
Per Occurrence Bodily Injury/Property Damage	\$2,000,000
Policy Aggregate	\$4,000,000

All insurance coverage shall survive until all hazardous materials are disposed of in an ultimate EPA licensed disposal facility, and until federal, state and local environmental requirements 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, 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 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 may be carried by the transporter with limits not less than \$2,000,000 per occurrence and, unless otherwise waived, shall name the Covered Party, the Commission, the Commonwealth of Pennsylvania, State of New Jersey and its commissioners, employees, agents and assignees as Additional Insured on the policy.

6. Professional Liability Coverage:

For Contracts requiring Professional Liability Insurance, the following insurance shall be required:

- a) Task Order Consultant - \$1,000,000
- b) All other Professionals under retainer agreements - \$1,000,000
- c) CM/CI Consultants - \$1,000,000
- d) Engineering Design Consultants - \$1,000,000
- e) Construction Manager - \$3,000,000
- f) Investment Consultant - \$3,000,000
- g) Insurance Consultant and Insurance Broker - \$5,000,000
- h) Auditor - \$5,000,000
- i) General Engineering Consultant and Program Manager - \$5,000,000

7. Inland Marine:

All tools and equipment that the Covered Party has at the job site or is owned by the Covered Party are the responsibility of the Covered Party, respectively. The Commission assumes no responsibility for the protection, maintenance, or repair of any 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 for applicable limits shall be provided on the Certificate of Insurance. The transportation risk must be included.

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, Protection and Indemnity Insurance subject to the terms and conditions of not less than those noted in the P&I SP-23 (revised 1/56) Form including Jones Act Crew Coverage, Collision and Tower's liability and Pollution Buy-Back Endorsements in any combination of Primary and Excess Limits in an amount of \$10,000,000 on an occurrence basis.

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

The Covered Party shall also maintain Pollution Insurance subject to not less than the full terms and limits available through the Water Quality Insurance Syndicate for OPA and CERCLA Coverage.

In addition, the Covered Party shall maintain adequate Hull and Contractors Equipment coverage to insure the full value of all watercraft and any associated equipment.

Further, the Covered Party's Workers Compensation Policy shall be endorsed to the Maritime (Jones Act) Endorsement.

9. Riggers Liability Insurance

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied.

10. Rigger's Liability Limit: \$2,000,000 per occurrence
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 or Self Insured Retentions:

All deductibles and self insured retentions are the sole responsibility of the Covered Party. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A. M. Best Ratings below:

- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class X or Higher

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 INSURED.

The Certificate is also to indicate that the Covered Party's policies are primary. The coverage offered to the Additional Insureds on the Covered Party's liability policies (except Professional Liability) shall be primary 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.

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

It is agreed the Covered Party's insurance will be not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Commission 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 Subcontract 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 following the completion of the 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.

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 approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five (5) days of receipt of these insurance requirements to the Commission, to the attention of the Chief Engineer, at 110 Wood Street, Morrisville, 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 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 Covered Party immediately upon presentation of an invoice.

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

SETTLEMENT OF INSURANCE CLAIMS

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

Failure to settle claims within ten (10) days after notification will result in the Commission selecting a professional adjusting service to settle all claims of a value less than the policy deductible. Claim settlement costs and service fees charged will be deducted from any monies due the Contractor.