

September 12, 2023

**To: ALL QUALIFIED FIRMS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
MULTI-PROJECT SOLICITATION**

**ORDER FOR PROFESSIONAL SERVICES NO. P3939  
DESIGN SERVICES FOR Contract No. P100.661  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 0 TO 126 (2025)**

**And**

**ORDER FOR PROFESSIONAL SERVICES NO. P3940  
DESIGN SERVICES FOR Contract No. P100.662  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 126 TO 172 (2025)**

Enclosed (See Attachment A) herewith is a Multi-project Request for Expressions of Interest (“RFEOI”) by the New Jersey Turnpike Authority (Authority) for professional engineering services required for two (2) Orders for Professional Services Agreements. OPS No. P3939 and OPS No. P3940 will provide for field inspection and preparation of contract documents to repair mainline, local road overpasses and interchange ramp bridge decks; replace deck joints; perform resurfacing and complete other miscellaneous structural repairs on Parkway bridges between Milepost 0 and 172, and other related work defined in the RFEOIs Scope of Services. In accordance with N.J.A.C. 19:9-2.8(b), these Orders for Professional Services (“OPS”) are considered Simple procurements.

It is the Authority’s intent to engage the services of two (2) firms through this multi-project solicitation, one for OPS No. P3939 and one for OPS No.3940. **The Qualified Firms shall convey their understanding of the Authority’s needs, scope of work and express their approach and provide staffing estimates for both OPS assignments. (see Page 5 Consultant Selection).**

To be considered as eligible and qualified to submit an Expression of Interest (“EOI”) for the professional engineering services being solicited in this RFEOI, a Firm must be prequalified in the following Profile Codes:

<b>Profile Codes</b>	<b>Descriptions</b>
A092	Bridges: Miscellaneous Repairs
A093	Bridges: Deck Replacements and Rehabilitations

A Qualified Firm, eligible to submit an EOI for this RFEOI solicitation, is one that has a **current** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months.

Prequalification is not required for subconsultants. Prequalification **is** required for Joint Ventures.

A list of Qualified Firms eligible to submit an EOI for the above referenced assignment is attached (See Attachment B4). \*Joint Ventures (\*Qualified Firms interested in submitting an EOI as a Joint Venture **must be prequalified as a Joint Venture** with the Authority) that meet all Profile Code requirements are also eligible to submit an EOI.

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The Authority is seeking participation of Small Business Enterprises (SBEs) as subconsultants to the Qualified Firm that is awarded a contract under this RFEOI (the "Successful Qualified Firm"). The SBE project goal is 25%. The Authority has also adopted a Disabled Veteran Owned Business (DVOB) Enterprise Program (the "DVOB Program") pursuant to which the Successful Qualified Firm must make a good faith effort to award at least three (3) percent of the assignment to DVOBs, all as more fully described in this RFEOI. See Attachment "C", Subsection C12, "Small Business Enterprise/Disabled Veteran-Owned Business Programs."

All submittals required pursuant to N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy) will be requested from the Successful Qualified Firms only. The relevant forms will be transmitted to each Successful Qualified Firm by the Authority and are to be returned to the Authority within five (5) business days from receipt.

The following attachments are incorporated into and made part of the RFEOI:

- ATTACHMENT A – Expression of Interest and Fee Proposal Submission Requirements (A1 and A2).
- ATTACHMENT B – Standard Information (B1 through B4).
- ATTACHMENT C – Standard Supplemental Information and Forms (C1 through C13(k)).
- ATTACHMENT D - N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Procedures.

### Staff Qualifications

It will be the Successful Qualified Firm's responsibility to ensure that the project is fully and adequately staffed for the successful completion of the project.

The specific services for this solicitation can be found in Attachment B, Subsection B2, "Scope of Services" of this RFEOI.

### Project Description

This Multi-project Solicitation is for professional services required for the final design and preparation of construction contract documents and other ancillary activities and services required for two (2) sections of the Garden State Parkway. The limits of the sections are defined in this RFEOI. The scope of work encompasses field inspection and establishment of priorities for bridge deck repairs and miscellaneous structural repairs on a multi-lane expressway facility. The primary work elements include: selective replacement of deteriorating deck panels; partial or full depth concrete spall repairs; joint header, abutment headblock and joint riser bar replacement or repairs; armored joint modification; joint seal installation or replacement; parapet, safety walk, and curb surface repairs with provisions for temporary electrical lighting service; parapet and deck replacement including new electrical conduits and service; provisions for restoration of traffic loop detectors; and removal and replacement of existing asphalt wearing surface with a new membrane-asphalt system or with a high density, impermeable, cementitious overlay.

For deck panel replacements and deck reconstruction, temporary concrete construction barrier, Type 4 will be used. Layout and joint class are to be determined by the design consultant. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guide rail raising or replacement prior to use. Traffic shifting is accomplished by means of obliteration of the existing striping and the use of temporary striping.

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Miscellaneous bridge repairs include substructure concrete spall repairs; concrete pedestal and footing repairs; repairs to tilted, loose or defective bearings; replacement of sliding plate, rocker and fixed type bearings with laminated elastomeric bearings; substructure waterproofing/sealing; and repairs to superstructure steel.

The design, aside from the delineation, detailing, specifying and estimating of the proposed repairs, requires extensive and specific maintenance and protection of traffic (MPT) plans. These plans must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers, lane shifts and signing and traffic device placement. Plans shall also show installation of MPT and Temporary striping where such installation is complex. The consultant shall determine and outline in the supplementary traffic specifications and within plan lane tables, using the latest Manual for Traffic Control in Work Zones and in consultation with the Authority's Operations Department where required, the allowable lane closing hours and seasonal restrictions for each bridge based on the proposed construction stages, work volume, traffic tolerance and traffic patterns. Usually, a limited number of construction cycles, preferably one, per stage is feasible or allowable due to seasonal or traffic operational restrictions.

Much of the work requires the use of supplemental lane closings that are only permissible during off peak traffic periods. Supplemental lane closings are typically used for temporary construction barrier placement and removal, placement and removal of temporary line striping, milling and paving operations, debris removal, delivery of materials and other similar work items.

The Consultant shall develop a suggested, workable construction sequencing plan utilizing construction production rates for each work area selected. In some cases, this may be combined with the MPT plans. In more complex cases, separate drawings will be required. The work is usually carried out in stages during weekend or part weekly construction cycles and is typically performed within single or multi-lane closings. Construction cycle duration typically ranges from 2 to 14 days. Based on the construction sequencing plan, allowable lane closing times developed and work volume the Consultant shall quantify the duration of each construction stage. The Consultant shall also determine the required number of weekend, part weekly, or weekly cycles for each construction stage. Simultaneous construction cycles can be scheduled depending on the volume of repairs. The Consultant shall evaluate the production rates, quantity of repairs and required crew size planned for each cycle to determine if stages can be combined. Depending on the needs of the Authority, long term construction cycles to perform partial redecking or parapet replacements may be required.

In addition, the Consultant shall evaluate and determine which one of the following high priority bridges listed in Attachment B, Subsection B5 will be included for preliminary and final design for reconstruction and miscellaneous improvements. The Consultant shall review latest bridge inspection reports, review as-built drawings, perform bridge inspections, and prepare estimated construction costs for each bridge as part of preliminary design that will be submitted as part of the Phase A submission and make a recommendation for the bridge to be included in the contract. The Consultant shall provide recommendations for each bridge regarding the method/approach for reconstruction/rehabilitation which shall include review of conventional versus accelerated construction, traffic control and staging, preparation of preliminary and final construction contract documents, and providing post design services.

The scope of work also includes post design services consisting of shop drawing review, checking of structural calculations and construction consultation among other similar tasks. The Consultant may be required to prepare Change-of-Plans to the contract to address rapidly deteriorating conditions, or to address accident damage.

The Consultant shall determine appropriate Lane Occupancy Charges for scheduled work areas where contractor installed lane closings are not removed in accordance with specified lane closing hours using the Road User Cost Manual.

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The Consultant will be responsible for coordinating project needs with other agencies, local jurisdictions, railroads, and utilities.

The Authority will utilize a Secure File Sharing site ("Kiteworks") to share with and receive information from the Qualified Firms. Access to Kiteworks will be provided to the Qualified Firms via e-mail. Reference materials (*preliminary plans, studies, reports, etc.*) for this RFEOI will be made available for review in the "Reference Materials" folder.

If there are any questions or issues related to Kiteworks, please contact Jennifer Romero via e-mail at [jromero@njta.com](mailto:jromero@njta.com). The subject line should read "OPS Nos. P3939 and P3940, Kiteworks Information."

### Submission Requirements for Expression of Interest

Qualified Firms that are interested in being considered to perform these services as specified in the RFEOI must submit a total of **five (5)** copies of their Expression of Interest (EOI), no later than **10:00 A.M. on Wednesday, October 4, 2023**. EOIs are to be submitted as follows: **One (1) PDF** copy uploaded to the "EOI" folder on **Kiteworks** in accordance with the following naming convention: "OPS Nos. P3939 and P3940\_EOI\_Qualified Firm Name"; and **four (4)** hard copies of the EOI shall be delivered to the Authority's Headquarters, clearly marked with the Qualified Firm's name and the words, "**EOI, OPS Nos. P3939 and P3940**," no later than the date and time referenced above. **Late submissions will not be considered** and will be returned unopened.

Expressions of Interest received by the date and time specified above, will be publicly opened at the Authority's Headquarters and the names of the Qualified Firms who have submitted an Expression of Interest will be announced.

**Expressions of Interest shall be delivered/addressed as follows:**

#### Hand or Overnight Delivery

New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Structures Section  
Peter Singhofen, P.E.

#### U.S. Mail

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Section  
Peter Singhofen, P.E.

#### Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Peter W. Singhofen, P.E. via e-mail to [Singhofen@njta.com](mailto:Singhofen@njta.com) with a copy to Maria Santiago at [santiago@njta.com](mailto:santiago@njta.com). **The deadline for inquiries is Wednesday, September 20, 2023**. The Authority will respond to all written inquiries received by the deadline. Each inquiry will be stated, and a written response provided. **Responses will be posted on the Authority's website under Doing Business, Current Solicitations on or before Friday, September 22, 2023.**

Qualified Firms will be responsible for submitting their EOIs in accordance with this RFEOI and any modifications, revisions and/or clarifications to this RFEOI as may be issued by the Authority.

Professional services are required from two (2) eligible firms, one for Order for Professional Services No. P3939 and one for Order for Professional Services No. P3940.

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### Consultant Selection

Upon receipt of the EOIs for this multi-project solicitation, and in accordance with N.J.A.C. 19:9-2.8(e), the Authority will review each Qualified Firm's submission for completeness and shall reject those EOIs that are incomplete. The Authority shall notify all Firms whose EOIs are determined to be incomplete in writing.

The Evaluation Committee shall rank each Qualified Firm's Expression of Interest on the basis of numerical scores using the eight (8) rating factors and relative weights specified below and will request Fee Proposals from the top three (3) (or more) highest technically ranked firms in accordance with N.J.A.C. 19:9-2.8(e.7).

Negotiations will commence with the highest technically ranked firm for OPS No. P3939 and once complete, negotiations will commence with the second highest technically ranked firm for OPS No. P3940 in accordance with N.J.A.C. 19:9-2(g).

**OPS No. P3939 and OPS No. P3940 will be awarded to the two (2) top technically ranked firms.**

N.J.A.C. 19:9-2 is attached for ready reference in Attachment D "*N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Services.*"

The EOIs will be evaluated and ranked on the basis of numerical scores resulting from pre-established weighted factors. For this project, the rating factors and their relative weights are:

<b>RATING FACTORS</b>	<b>WEIGHT (%)</b>	<b>POINTS</b>
1. Experience of the Qualified Firm and its Subconsultants	15	45
2. Experience of the Project Manager on Similar Projects	15	45
3. Key Personnel's Qualifications and Relevant Experience	15	45
4. Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
5. Approach and Methodology in Performing the Services Required	15	45
6. Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
7. Commitment to Quality Management	10	30
8. Attainment of DVOB and SBE Participation Goals	5	15
	100%	300

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### Rating Factors (to be summarized in the Letter of Interest):

#### 1. Experience of the Qualified Firm and its Subconsultants

The Qualified Firm shall provide information on past projects which it has performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope performed by the Qualified Firm and its relevance to the proposed assignment. It shall identify the Qualified Firm's office(s) the work was performed from, the date (time frame) the services were performed, magnitude and cost of the project, and contact/reference information for each project listed.

**Recent Authority Project Experience Form identifying all Authority projects on which the Qualified Firm** is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime Qualified Firm and for each subconsultant.

#### 2. Experience of the Project Manager on Similar Projects

The Qualified Firm shall identify the Project Manager that will be assigned to the project and identify the individual's education, credentials, and work experience. The Qualified Firm should discuss the proposed Project Manager's experience and its application to the assignment. The Qualified Firm shall review the criteria set forth by the Authority in the RFEIO in consideration of the person proposed for the assignment. If the Qualified Firm is proposing an individual with credentials considerably different than those identified by the Authority, the Qualified Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

The resume of the Project Manager proposed, included in the EOI, shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work performed and relevance to subject assignment and at least one contact name and phone number for each project). Unless otherwise noted, the Project Manager shall be a licensed Professional Engineer in the State of New Jersey.

#### 3. Key Personnel's Qualifications and Relevant Experience

The Qualified Firm shall identify the Project Engineer and/or other key personnel that will be assigned to the project and their role and responsibilities specific to the assignment. Information concerning their education, credentials and work experience should be provided along with contact/reference information. The Qualified Firm shall discuss the individuals proposed for the assignment and identify how their education, credentials and work experience are applicable to their role on the assignment.

The resumes of key personnel proposed, included in the EOI shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include at least one contact name and phone number for each project).

#### 4. Understanding of the Project and the Authority's Needs, and Reasonableness of Staffing Estimate

Provide an explanation of the Qualified Firm's understanding of the project and Authority's needs required for the successful completion of the assignment. Provide a summary of the Qualified Firm's qualifications, and state how they relate to the Qualified Firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

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### Understanding of the Projects

The Qualified Firm shall provide information to demonstrate that it fully understands the overall objective of the projects and why the Authority is undertaking the assignment. This may include discussions providing background information on the need for the project, its effect on the Authority's facilities, and impact on the overall transportation network. Qualified Firms should demonstrate specific first-hand knowledge of the location affected by the projects and the long-term effects the projects have on the Authority, its patrons, or other relevant issues.

### Understanding of the Authority's Needs

The Qualified Firm shall demonstrate that it fully understands the needs of the Authority as it relates to the specific scope-of-work identified in the RFEOI. The Qualified Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Qualified Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

### Reasonableness of Staffing Estimate

The Qualified Firm shall demonstrate through an attached Staffing Estimate the workhours required for this assignment, including any work anticipated to be performed by subconsultants. The staffing schedule shall follow the guidelines set forth herein and sample in Attachment B, Subsection B3.

## 5. **Approach and Methodology in Performing the Services Required**

The Qualified Firm shall identify the major tasks comprising the project and describe in detail how they will be accomplished. Provide an explanation of the process the Qualified Firm will use to schedule, manage, and perform the required tasks within the scope of services and identify the key milestones and the project's critical path. The Qualified Firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The Qualified Firm should discuss innovative concepts with cost benefits and/or accelerated project delivery, where applicable. The subconsultant roles, value to the team/project, and reporting relationship shall be clearly identified.

## 6. **Commitment and Ability to Perform the Project and Outstanding Work with the Authority**

The Qualified Firm shall identify its commitment and ability to complete the proposed work as well as any outstanding work they currently have with the Authority. The Qualified Firm shall provide an explanation of the anticipated project schedule and demonstrate that the Qualified Firm can commit the required staff resources and management to perform the assignment. A listing of the Qualified Firm's facilities, including the address of the office where the project will be performed, and how they relate to the Qualified Firm's ability to provide the requested services shall be provided.

### ➤ Commitment and Ability to Perform the Project

The Qualified Firm shall discuss its commitment and availability of required staff for the assignment as shown on the completed "Commitments of Proposed Project Staff" and "Certification of Staff Availability" forms.

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➤ Outstanding Work with the Authority

The Qualified Firm shall discuss its outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing workload of the Qualified Firms or its subconsultants. Outstanding Work shall be considered the sum of the Outstanding Work of the prime and subconsultants. No factors/weighting will be applied based on the percent of work assigned to the prime or subconsultants.

7. **Commitment to Quality Management**

The Qualified Firm shall discuss its Commitment to Quality Management and Quality Assurance/Quality Control (QA/QC). The Qualified Firm shall provide a written narrative that describes the Qualified Firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The Qualified Firm shall identify credentialed QA/QC staff and the roles and working relationship with other staff members as part of the design process or construction phase.

8. **Attainment of DVOB and SBE Participation Goals**

The Qualified Firms agree to make a good faith effort to award at least three (3) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise. Qualified Firms shall demonstrate how they will utilize DVOB Qualified Firms to achieve the 3% goal and add value to the project team.

The Qualified Firms also agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

Qualified Firms shall demonstrate how they will utilize SBE Qualified Firms to achieve the 25% goal and add value to the project team.



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**Order for Professional Services**

**(OPS)**

The final OPS Agreement to be awarded and issued to the Successful Qualified Firms shall be in a form consistent with the Authority's Standard OPS Agreement No. 4 for Simple projects (which is available on the Authority's website: [www.njta.com](http://www.njta.com) under Doing Business, Engineering Professional Services, PS Supplemental Forms).

Very truly yours,

**ORIGINAL SIGNED BY**

Michael Garofalo  
Chief Engineer

MG:PWS:ms  
Attachments

c: L. T. Malak  
W. Wilson  
Review Committee  
File

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**ATTACHMENT A**

**Expressions of Interest and Fee Proposal Submission Requirements**

**Subsection No. and Title**

A1. Expressions of Interest Submission Requirements

A2. Fee Proposal Submission Requirements

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### **Subsection A1** **EOI Submission Requirements**

To be considered for these services, each Qualified Firm must submit the following:

1. **Letter of Interest**, which shall be limited to a total of five (5) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the Qualified Firm's interest, ability and its commitment to complete the requested professional services listed in Attachment B, Subsection B2, "Scope of Services."

A brief transmittal letter **is excluded** from the above referenced page count.

The Letter of Interest shall demonstrate the Qualified Firm's ability to meet the rating factors listed under the heading "Consultant Selection" hereinabove. The Qualified Firm shall address the rating factors in the order in which they are listed, i.e., 1 through 8.

The EOI submission is limited to a total of twelve (12) pages. This page limitation does not apply to the documents listed in Items 2 and 4-9 below. Qualified Firms may include a maximum of three (3) 11x17 inch foldout sheets to convey the Project Schedules (2 foldout sheets maximum) and organization chart (1 foldout sheet maximum), that cannot otherwise be adequately presented on 8 1/2 x 11-inch pages. No other foldout sheets are allowed.

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Engineer and each Key Personnel team members**, detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page, single-sided with a maximum of seven (7), with dates provided for each project.
4. A **detailed staffing estimate for each OPS** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The project schedule may be a maximum of two (2) pages – foldout sheets are permitted.
6. A completed **Commitment of Proposed Project Staff** form stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
7. A completed **Certification of Staff Availability** form the Qualified Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
  - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the Qualified Firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
  - C. \*Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.

\*The aforementioned page limitation shall be increased to a maximum of eighteen (18) pages if the Consultant must exercise option 7C above. The additional six (6) single-sided letter-sized pages shall include information for alternate staffing as follows:

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An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).

One (1) page, single-sided resume for up to five (5) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.

Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Qualified Firm shall not include alternate staffing in their EOI unless they are required to do so in accordance with Option \*8C. When appropriately included in the EOI, the proposed alternative staffing information shall be contained in a separate attachment of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required.

8. A completed **Recent Authority Project Experience Form** identifying all Authority projects on which the Qualified Firm is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime Qualified Firm and for each subconsultant.
9. Completed Standard Supplemental Forms as set forth in Attachment C, Subsection C13 "Standard Supplemental Forms to be Submitted."

Pages in excess of the stated page limitations for each of the EOI criteria above will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered, non-responsive, incomplete and may be rejected.

### **Subsection A2** **Submission of Fee Proposal**

Following a review of the submitted Expressions of Interest, the Authority will request Fee Proposal(s) from the top three (3) (or more), technically ranked Qualified Firm(s) for OPS No. P3939 and OPS No. P3940.

The Fee Proposal shall be submitted as a cost-plus fee based on reimbursement of direct professional and technical salaries times a multiplier, not to exceed 2.80, based on a 10% allowance for profit and an overhead rate of 154.5%, or the individual Qualified Firm's overhead rate as determined by Federal Acquisition Regulations (48 CFR Part 31.105), whichever is less, plus direct expenses, subconsultant services and subcontractor services, at cost. The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit.

Subconsultant and subcontractor services are those required services performed by other firms or contractors at the Successful Qualified Firm's direction.

For general services provided by the Successful Qualified Firm's corporate officers, partners, owners and/or principals in a non-technical capacity, no compensation will be provided. When corporate officers, partners, owners and/or principals are required to provide services in a technical capacity, the salaries for such individuals performing services in a technical capacity shall be reimbursable for direct salaries times a multiplier not to exceed 2.80.

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No expenses or costs shall be billed unless specifically included in this EOI Solicitation and the Successful Qualified Firm's final negotiated Fee Proposal.

Average rate per classification/grade will not be permitted to determine total labor costs. The Fee Proposal shall detail time (hours) and direct salary data for classifications conforming to the ASCE Professional and Technical Grades, as shown on the Staffing Estimate and as modified by the Qualified Firm to account for all required services. Services shall be billed in accordance with the Successful Qualified Firm's Fee Proposal.

Salary rate increases will be permitted in accordance with the following parameters:

- Salary increases for merit or cost of living will not be permitted for the first 12 months of any OPS Agreement from the date of execution.
- Starting at month 13, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 3%.
- The proposal salary rate increase schedule will apply to the Successful Qualified Firm as well as all subconsultants.
- Salary rate increases as a result of a promotion are not subject to this policy.

**The Qualified Firm's total Fee Proposal for these services shall be rounded to the nearest \$5,000.**

Salaries shall be charged at the Successful Qualified Firms' hourly rates. The Successful Qualified Firm is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the Expression of Interest and Fee Proposal. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of services or whenever the Successful Qualified Firms proposes that an individual's rate be changed during the term of this OPS awarded pursuant to this RFEOI, provided such change is reflected in the Qualified Firms' Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, overtime must be approved by the Authority. The Fee Proposal shall follow and reflect the staffing estimate as shown in Attachment B, Subsection B3.

To assist in the Authority's management of its annual spending, the Qualified Firm shall include within the Fee Proposal the projected billings associated with these services, including monthly projections for the first two (2) years and quarterly billing projections for the duration of this assignment.

Given the potential for out-of-scope activities to arise during the performance of this OPS, the Qualified Firm is directed to include a 10% contingency of the cost-plus fee based on reimbursement of direct professional and technical salaries times the multiplier (burdened labor fee) for "Unanticipated Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, vendor invoiced printing of phase submission documents, final documents, mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage will be paid at the prevailing federal mileage rates ([www.irs.gov](http://www.irs.gov)). Mileage will be reimbursed for travel between the Qualified Firm's local office and the work site, New Jersey Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority. The Successful Qualified Firm will be responsible for paying all tolls.

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Compensation for lodging and meals will not be reimbursed, unless approved in writing in advance by the Authority. If approved, expenses for lodging and meals will be paid at in accordance with the federal per diem rates which can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). This shall apply to the Successful Qualified Firm and its subconsultants and subcontractors.

Overnight delivery charges will be paid by the Authority only if such overnight delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Successful Qualified Firm will not be reimbursed for overnight delivery charges. This shall also apply to the Successful Qualified Firms' subconsultants and subcontractors.

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**ATTACHMENT B**  
**Supplemental Information**

**Subsection No. and Title**

B1. Anticipated OPS Procurement and Project Schedule

B2. Scope of Services

B3. Staffing Estimate

B4. Qualified and Eligible Firms

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**Subsection B1**

**OPS Procurement and Project Schedule**

Request for Expressions of Interest Posted .....	September 12, 2023
Deadline for Written Inquiries.....	September 20, 2023
Posted Responses to Inquiries .....	September 22, 2023
Deadline for Submittal of Expressions of Interest .....	October 4, 2023
Recommendation to Award OPS No. P3939 and OPS No. P3940.....	November 2023
Notice to Proceed for OPS No. P3939 and OPS No. P3940 .....	December 2023
Completion of Services OPS No. P3939.....	March 2026
Completion of Services OPS No. P3940.....	March 2026



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### **Subsection B2** **Scope of Services**

For the purpose of this RFEOI and subsequent Request for Proposal, the terms "Consultant" and/or "Firms" which are used throughout these documents shall mean Qualified Firm, and/or sub-consultants retained by the Qualified Firm for this assignment.

#### **INTRODUCTION**

The proposed scope and technical approach of this design should be thoroughly defined by the Consultant, and should include:

#### **I. GENERAL**

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Drawings and the Authority's Design and Procedures Manuals. These publications and drawings are located on the Authority's website.
2. Complete bid and contract documents including the plans, specifications, and Engineer's Estimate, shall be prepared for this project. They shall include the design of new facilities and demolition and removal of the existing facilities.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority in the Expression of Interest, or during preparation of the Expression of Interest, any errors, omissions, and non-compliance discovered in the "Scope of Services Section". By neglecting to do so, the Consultant will be responsible to make resulting design changes without additional compensation.
5. Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the Consultant, subconsultant or subcontractor as part of design or bridge inspection. A TCC will not be required for shoulder closings installed by the Consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection tasks involving lane and half ramp closings.

#### **II. PROJECT COORDINATION**

##### **A. NJTA Coordination**

1. The Consultant shall coordinate its activities with Authority personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the Authority's Project Liaison to ensure an expeditious exchange of information. The Authority shall be informed of all meetings with other agencies, government officials and/or groups so that Authority personnel can attend if necessary.

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2. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project, current version, for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained within the bridge deck repair and resurfacing design checklist. The design checklist will be provided by the Authority at the project's kick-off meeting.
3. The Consultant will be responsible to prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project's kick-off meeting.
4. The Consultant shall notify the Authority's Project Liaison immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.

### **B. Other Agency Coordination**

1. The Consultant will be required to contact and meet with representatives of railroads (Conrail, Amtrak, N.J. Transit, NYS RR, Norfolk Southern or other) and/or counties, municipalities, utilities, to review and determine all necessary project requirements and permits. The Consultant shall notify the Authority immediately if it is revealed during initial contact that railroad ownership has changed.
2. Preliminary MPT and Phase 'C' contract documents shall be provided to each owner having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.
3. The Consultant may be required to set up escrow accounts in the amount of \$5,000 for each railroad agency for the purpose of field inspection, access permits and flagmen costs, and plan review. The escrow dollar amount may vary as the project scope is refined. The Consultant shall set aside \$30,000 for the contract, as a direct expense in the Fee Proposal for escrow accounts to be used for the following railroads: Conrail, Amtrak, N.J. Transit, NYS RR, Norfolk Southern and others, as applicable for each contract.

### **III. SCOPE OF PROJECT - BRIDGE DECK REPAIR AND RESURFACING**

1. The Consultant will be furnished with copies of the following:
  - (a) Excerpts from the Authority's latest bridge inspection reports for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Parkway Roadway Structures and available District Summary Reports.
  - (b) Excerpts from Phase 'A' Reports of the two (2) prior Bridge Repair Design Contracts.
  - (c) Plans and Supplementary Specifications from prior contracts. These reference documents listed above will be available for review on the Authority's Secure File Sharing Site during the review period. Consultants are strongly encouraged to review previous Phase 'A' Reports,

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phase submissions, and final Plans and Supplementary Specifications as part of their EOI preparation process.

2. The Consultant shall perform a visual inspection of mainline, local road overpass and ramp crossings under each OPS. Some of the bridges may be longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection. The Consultant will be furnished, upon request, the Authority's latest bridge inspection reports to aid the visual inspection. A list of the bridges (emphasizing known deficiencies) to be inspected under each OPS may be found in Attachment B, Subsection B5.
3. The Consultant shall inspect the current condition of the bridge deck topside noting the locations of visible checker boarding, worn, "shoved", or rutted asphalt wearing surfacing, damaged or worn deck joint headers, dislocated or damaged steel deck joints, and deteriorated safety walks and parapets, which require replacement. The visual inspection should endeavor to identify structures on which the asphalt wearing surface has worn thin, thereby necessitating complete removal and resurfacing of the entire structure on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated asphalt surfacing on structures where deck replacements are being performed.
4. The Consultant shall inspect the current condition of the bridge deck underside noting the location and condition of SIP metal pans, saturated deck panels, exposed reinforcement, condition of prior repairs, location of severely deteriorated end diaphragms and missing joint seals. The visual inspection should identify structures on which the deterioration warrants partial (by panel) or complete deck removal and resurfacing of the entire structure. This work may be performed on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated deck panels on structures where deck resurfacing is being performed.
5. Work on local roads may require modification of sidewalks, parapets and joints in order to maintain the required traffic lane widths during construction. Temporary relocation of signs attached to parapets, including electrical and control appurtenances, may be required.
6. Work on safetywalks and parapets may require temporarily relocating and maintaining electrical wiring and appurtenances. Appropriate provisions conforming to current electrical codes shall be included along with applicable details for routing of the temporary wiring in conduit or the temporary relocation of appurtenances. Complete replacement of existing severely deteriorated or designated sidewalk/parapet configurations with new "Jersey" shape parapets are to be incorporated.
7. Where warranted, the Consultant shall investigate and assess related deterioration to the bearings and ends of girders over bridges seats at deck joints to determine if repairs should be made while the deck is removed. Structural steel repairs required prior to shifting traffic into the shoulders shall be clearly identified in the staging plans.
8. The Consultant shall thoroughly review all as-built plans to identify joint details at each site; develop repair details specific to the existing conditions at each joint of each bridge. The Consultant shall verify through field inspection that the details in the Contract plans reflect field condition.

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9. On bridges where the roadway to bridge transitions requires a correction of 3 in. or more, the consultant shall perform a field survey during design to develop profile information and details for the proper proposed improvements. The limit of approach resurfacing shall be extended as required to accommodate the proposed profile.

On bridges with "flat" profiles that experience ponding in shoulder areas, the consultant shall perform a field survey during design to determine re-profiling needs. The consultant shall also investigate the possibility of eliminating bridge scuppers by performing a gutter flow analysis.

On bridges where the fascia parapet and full or partial decks are being reconstructed (long term construction), the consultant shall develop a procedure for the Contractor to provide top of steel and top of roadway elevations to the consultant during construction. The consultant shall use these values to develop proposed gutter line elevations, proposed cross slopes, and verification of haunch heights during the construction consultation phase.

10. The Consultant shall provide a design to retrofit existing open tooth or critical bulb angle joints to strip seal joints where deck repairs or reconstruction are scheduled.
11. The Consultant shall identify the limits of bridge deck and approach slab resurfacing. The consultant shall identify and recommend the type of resurfacing to be implemented.
12. Conditions discovered at the time of inspection that constitute an immediate impairment to the ability of the bridge to function in the safe capacity it was designed for, or a deficiency that may impact the safety of patrons, shall be reported immediately to the Authority's Liaison Engineer, in accordance with the Emergency and Priority Repair Procedures.
13. The Consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where a latex modified concrete surface is to be placed in lieu of the existing asphalt concrete bridge surfacing or wherever else deemed necessary due to proposed work. Available load rating models exist for most structures. Load Ratings shall be in accordance with the New Jersey Turnpike Load Rating Manual (Version 9.8, January 2023) which is available on the Authority's Website [https://www.njta.com/media/7240/spec\\_njta-load-rating-manual\\_ver98\\_final.pdf](https://www.njta.com/media/7240/spec_njta-load-rating-manual_ver98_final.pdf). NJTA's General Engineering Consultant (GEC) shall review the load ratings for conformance and consistency and the consultant shall expect to revise and resubmit load ratings based on the GEC's review. For the purposes of this RFEOI, assume two (2) structures per contract.

#### IV. SCOPE OF PROJECT – MISCELLANEOUS STRUCTURAL REPAIRS

1. The Consultant will be furnished with copies of the following:
  - (a) Excerpts from the Authority's latest bridge inspection reports for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Parkway Roadway Structures and available District Summary Reports.
  - (b) Excerpts from Phase 'A' Reports of the two (2) prior Miscellaneous Structural Repair Design Sections.
  - (c) Plans and Supplementary Specifications from prior contracts. The documents listed above will be available for review through the Authority's Secure File Sharing Site during the review period. Consultants are strongly encouraged to review previous Phase 'A' Reports, Bridge Inspection Reports, and final Plans and Supplementary Specifications as part of their EOI preparation process.

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2. The Consultant shall perform a hands-on field inspection of the current condition of the substructures and/or bearings on substructure elements of mainline, ramp and local road overpass bridges, viaducts, culverts, lighting and sign structures. An “element” is classified as a pier, abutment, structural steel or sign structure. Underwater Inspection is not included in the scope of Services for this OPS. The entire structure shall be inspected where no specific element is provided. Refer to Attachment B, Subsection B5 for list of bridges.
3. The field inspection is expected to require the use of ladders and under bridge snooper or high reach equipment. The Consultant shall ascertain the need for this equipment, identify the equipment to be used and where it will be used. Some of the bridges are longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection.
4. The hands-on field inspection shall determine the extent and condition of spalled and deteriorated concrete on piers, abutments, crib walls and sign structure foundations; large cracks in concrete; and tilted loose or defective bearings, including identifying candidate bearings suitable for replacement with laminated elastomeric bearings. The field inspection shall also identify, locate and document any deficiencies such as structural steel and concrete deterioration of the superstructure, e.g., diaphragms, cross bracing, etc., which become apparent during the investigation, in addition to those listed in the bridge inspection excerpts. The Consultant shall maintain and furnish to the Authority digital photographs of any unusual conditions.
5. Conditions discovered at the time of inspection that constitute an immediate impairment to the ability of the bridge to function in the safe capacity it was designed for, or a deficiency that may impact the safety of patrons, shall be reported immediately to the Authority’s Liaison Engineer. These deficiencies, called Category A defects, are defined at <https://www.njta.com/media/5394/authority-deficiency-category-definitions-v20-6-2020.pdf> .
6. Where warranted, the Consultant shall investigate and assess related deck/joint deterioration adjacent to the repair area to evaluate cause and extent of the Miscellaneous Repair required. For example, deterioration of the backwall should be investigated to determine if it extends into the header and joint area; or for example, extensive deterioration of substructure concrete due to water seepage should be investigated for related failed drainage structures. This information shall be brought to the attention of the Authority to coordinate with the Deck Repairs Program or evaluate the need and priority, due to severity and proximity, to perform repairs as part of the Miscellaneous Repair.
7. The Consultant shall investigate the feasibility of replacing the existing sliding plate or rocker type bearings with pot bearings, laminated elastomeric bearings or seismic bearings for a portion of the total defective bearings observed in the field. A seismic analysis is not required. Final repair recommendations shall consider life cycle costs of various repair options.
8. The Consultant shall evaluate the location of the deterioration and anticipated duration of repair with respect to the accessibility to site, including jacking or temporary support restrictions, obstructions, or special consideration due to the proximity of utilities and/or drainage inlets, and geometric limitations affecting maintenance and protection of traffic (MPT) for both Parkway and local roadways, such as reduced or lack of shoulders or reduced Underclearance. Shoulder widths shall be field measured if it is determined that a contractor will be required to install construction barrier to perform work at any substructure element, either due to restricted shoulder widths or limited horizontal and/or vertical sight distances.

**V. SPECIFIC REQUIREMENTS AND CONDITIONS - Submissions**

**A. Phase 'A'**

1. Based on the visual inspection and the available construction budget, the consultant shall recommend structures for repair in order of priority. For consistency, the Consultant shall use the Turnpike Authority's Bridge Management System's Condition Inspection Manual, latest edition, for the condition rating of the individual elements. This list, which constitutes the Phase 'A' submission, shall identify the type of repairs proposed, repair locations and include a preliminary Engineer's Estimate. The list shall indicate any utilities, railroads, local roads or other similar pertinent information that may affect the performance of the work and required utility orders.
2. The Consultant, based on their investigations, shall identify the structures recommended for repair in order of priority, keeping in mind the available construction budget. This list, which constitutes the Phase 'A' Priority Repair List, shall systematically rank the structures identifying the type of repairs, repair severity, location and cost based upon a preliminary Engineer's Estimate.
3. Based on established seasonal restrictions, regional and local lane closing conflict criteria and number of anticipated construction cycles for each bridge, the Consultant shall prepare a draft construction schedule that will be used to ensure that the structures selected for inclusion in the contract can be constructed within the contract schedule.
4. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph of each bridge selected discussing deficiencies, top deck condition highlighting recommended repairs, under deck condition, by panel highlighting repairs, basis for the recommended repair, an engineer's estimate which identifies the MR funding source (deck or substructure repair funds) and a separate list of bridges recommended to be included in the contract which shall be based on the draft construction schedule. An appendix shall also be included that contains a minimum of two (2) photos of the typical deficiencies for each bridge in the Priority Repair List and of all bridges recommended to be included in the contract, with legible field notes for all bridges surveyed. The field notes shall depict relevant features such as locations of roadway, railroad, and stream crossings, and other information to aid locating spans in the field. A CD and photo log shall be submitted containing all photos taken during the field investigation.
5. Three (3) color copies and two (2) USB Flash Drives of the Phase 'A' submission shall be submitted. The Miscellaneous Structural Repair and Bridge Deck Repair submissions shall be bound separately. Comments will be furnished to the Consultant within 10 working days.
6. The Priority Repair List shall contain a maximum of 25 bridges. The Authority's Project Liaison will conduct a two (2) day review of the Phase 'A' submission with the Consultant in the field after performing a submission review meeting. The purpose is to confirm the bridges to be included in further contract preparation and establish a rough scope of work. It is anticipated that decks on about 15 to 20 bridges, some of which are expected to be longer span bridges, will be programmed for repair. The number of bridges included in the contract may vary depending on the construction budget available. Bridges may be added or dropped from consideration during the duration of the OPS, depending on the needs of the Authority. If the scope of bridges to be repaired differs significantly from the Priority listed within the Phase "A" report, the Consultant shall submit a revised list of bridges to be included in the scope of the contract, with a revised cost estimate, within ten (10) working days of the Phase "A" field review.

**B. Maintenance Repair Bridge List**

1. Subsequent to the Phase 'A' submission, the Consultant shall prepare a list of bridges not included in the Priority Repair List that exhibit deterioration such as deck and header spalls or other deficiencies. The list is intended to be used for maintenance repairs by Authority forces. Portions of the identified work may be added to the construction contract as design progresses based on the engineer's estimate.

**C. Preliminary MPT Coordination Report**

1. Subsequent to the Phase 'A' submission, the Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, adjacent ramps and/or ramp structures, long duration stages, split shifts, detour routes or other requirements which necessitate preliminary review and guidance by the Authority's Operations Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.
2. Locations of taper points, including alternative points for work areas in which multiple cycles are planned will be included in the report. Aerial views of select work zones with mileposts, striping and cone placement shall be included. Photographs or drawings depicting overhead sign text, and recommendations on covering, may be required to adequately address MPT.
3. For each work area proposed where seasonal restrictions currently exist, a traffic impact analysis may be performed to confirm or challenge the current seasonal restriction. Based on the proposed staging of work (weekly cycles with lane shifts vs. weekend cycles), the Consultant may be required to complete additional workzone traffic impact analysis using the Highway Capacity Manual, other AASHTO and FHWA guide publications or software models and Authority furnished link traffic volumes. Work shall be performed under the guidance of a Certified Professional Traffic Operations Engineer. The effort associated with this task will be charged to the "unanticipated services" portion of the OPS.
4. The Consultant shall present, by Stage, the work proposed by item quantities and cost. Complex stages may be identified to have transition MPT stages presented. Transition stages may require interim striping, additional State Police slowdowns and/or barrel closings.
5. Five (5) copies of a Preliminary MPT Coordination report shall be submitted that includes a preliminary construction schedule, cross-sections and aerial views which convey the anticipated access needed to perform the proposed work.
6. The report shall be the basis of a review meeting with the Operations Department and Construction Division. Comments will be furnished to the Consultant within 15 working days.

**D. Phase 'B'**

1. The Phase 'B' submission shall be in the form of 60% complete contract drawings, including details (95% complete repair scope of work drawings), a preliminary construction schedule and Engineer's Estimate by Stage and/or HICC. Plans shall present new or proposed repair details. The plans shall indicate any utilities, railroads, local roads or other similar pertinent information that may affect the

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performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of each structure constraints and accessibility.

2. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7<sup>th</sup> Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes and Capex User's Guide shall also be provided.
3. A Draft specification shall also be submitted as part of the Phase "B" submission.
4. All plans presenting work over railroads shall show the railroad right-of-way, track locations and rail owner's track designation and milepost.
5. Five (5) copies of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
6. The Authority's Project Liaison will conduct a field review of the Phase 'B' submission with the Consultant after the formal Phase "B" review meeting. The purpose is to confirm the proposed scope of work on the bridges to be programmed for repair. Comments will be furnished to the Consultant within 12 working days.
7. All required utility orders shall be prepared for processing by the Authority with the utility companies.

### **E. MPT (Draft and Final) and Construction Schedule**

1. The Draft MPT submission shall include five (5) copies of the preliminary traffic control plans, complete MPT specifications and Appendices. The Phase A construction schedule shall be updated/expanded to include backup computations and a draft Constructability Review Report by qualified construction personnel. The Draft MPT shall be 95% MPT design complete for review by the Engineering Department. Comments will be furnished within 10 business days and shall be addressed for the Final MPT submission.
2. The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, temporary lane identification convention, allowable primary and supplemental lane closing hours and any stipulations required for each bridge. In identified complex cases, additional drawings depicting the installation and removal of the MPT devices for the construction staging shall be included.
3. The Consultant shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the Final MPT submission but no later than Phase 'C' submission. Approvals may be necessary from State, County and Local Engineering departments, police and school officials and Township Mayors and/or administrators, depending upon the complexity of the MPT or detour.
4. Five (5) copies of the Final MPT plans and specifications shall be submitted to the Authority as indicated in the schedule for review by the Operations Department. The Final MPT submission shall also include a second submission of the backup including work-hours and equipment hours incorporating comments from the Authority's review of the preliminary MPT submission.
5. A meeting will be scheduled with Operations for review. Comments will be furnished within 3 weeks or more and shall be addressed for the Phase 'C' submission as indicated in the design schedule.



**F. Phase 'C'**

1. The Phase 'C' submission shall include a Final Shoulder Pavement Assessment Report. The findings of the report identifying shoulders requiring improvement, and quantities, shall be incorporated within the Phase 'C' plan and specification documents.
2. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team.
3. The Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Road User Cost Manual. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
4. Five (5) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The estimate of quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer" column solely for use on bridges within the contract.

**G. Phase 'D'**

1. With the Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract.
2. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit the Post-Construction Program Design Checklist for Individual Projects with the Phase 'D' submission.
3. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, one (1) set of full size drawings, five (5) sets of ½ size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
4. The Consultant shall submit electronic copies of the final contract documents on a CD. Plans shall be submitted in both Microstation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's CAPEX/BidEx bidding software.
5. Full size Phase 'D' plans, specifications and cost estimate shall be transmitted to the General Consultant under separate cover at the same time.

**VI. MAINTENANCE AND PROTECTION OF TRAFFIC**

**A. Introduction**

1. The Consultant shall develop detailed Maintenance and Protection of Traffic Plans and Supplementary Specifications. These plans in some cases may reference the standard drawings but, in most cases, must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers specified by mile post, lane shifts, signing and traffic device placement for each construction stage. The Consultant shall provide in the contract for the contractor to furnish and maintain an appropriate number of variable message signs and trucks

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with mounted attenuator (TMA). Pre and post lane closing Maintenance and Protection of Traffic plans will be required in merge or other unusual traffic pattern locations in order to convey the proper switching and installation sequence. The traffic staging shall take into account the traffic requirement that short-term lane reductions will be permitted in accordance with the lane closing tables outlined in the Traffic Manual. The exception to this is only for high intensity construction cycles performed over weekends or weekly cycles as justified to complete work. Traffic shifts are not typically considered to have any impact on traffic capacity and therefore are not controlled by the short-term closing outlined in the Traffic Manual. The supplementary traffic specifications shall be set up to assign priority to mainline structures. An effort shall be made to concentrate the work in certain zones, thus reducing the length and the number of required lane closings. Work on ramp, U-turn or local road bridges shall be scheduled during separate phases. The preliminary construction schedule shall address each bridge in the project and detail each construction stage and cycle. The schedule shall reflect holiday and heavy traffic day restrictions as reflected in the Supplementary Specifications and the Traffic Manual.

2. The Supplementary Traffic Specifications (Division 800) shall make provisions for non-concurrent lane closings in same direction dualized roadways.
3. The contract shall provide for the Contractor to furnish, install, maintain, and remove Maintenance and Protection of traffic devices and to install, maintain and remove all lane and shoulder closings and traffic shifts.

### **B. Primary and Supplemental Lane Closings**

1. The Consultant shall determine and outline in a table on the MPT plans for each bridge, in consultation with the Authority's Operations and Engineering Departments, the allowable lane closing hours and seasonal restrictions for each bridge based on the proposed construction stages, work volume, traffic tolerance and traffic patterns, if not provided for within the Traffic Manual.
2. A majority of the work requires the use of supplemental lane closings that are only permissible during certain off-peak traffic periods. Off peak traffic periods are usually at night but will vary depending on location and as outlined in the Traffic Manual. The Consultant shall work with the Operations Department and the Authority's Project Liaison to determine the allowable times for supplemental lane closings, if not provided for in the Traffic Manual. Supplemental lane closings are typically used for temporary construction barrier placement and removal, placement, and removal of temporary line striping, milling and paving operations, catch installation and removal, debris removal, delivery of materials and other similar work items. The location of starting and ending points for line striping tapers for primary and supplementary lane closings shall be obtained from the Authority's Operations Department or their designee for each particular construction stage and location.
3. Traffic protection cross sections shall be developed for each work phase. They shall indicate primary and supplementary lane closing configurations including width dimensions, placement of traffic protection devices and shall note line striping changes. Each cross section shall also represent original striping locations.

**C. Traffic Shifts or Detours**

1. Virtually all roadways require the maintenance of all lanes during commuting hours. This may be achieved by the use of shoulders as a traffic lane. In special cases, traffic detours may be required. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guard rail raising or replacement, prior to use. Traffic shifts to the shoulders is usually accomplished by means of obliteration of the existing striping and the use of temporary striping. The Consultant shall schedule pre-stage repair work in the shoulders as necessary. If traffic is shifted to the shoulders, the consultant shall specify milling and resurfacing to eliminate rumble strips and raised pavement markings.
2. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions where two or three side by side minimum 11.0 ft. wide traffic lanes cannot be maintained on mainline roadways. This condition will require advance approvals.
3. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions where ramp closures, weekend high intensity construction cycles (HICC) or traffic on milled decks are required to perform the proposed work. These conditions will require advance approvals.

**D. Construction Sequencing and Construction Schedule**

1. Along with the detailed MPT plans and specifications the consultant shall develop a suggested, workable construction sequencing plan and construction schedule for each work area selected. In some cases the construction sequencing plan may be combined with the MPT plans. In more complex cases, separate drawings will be required. The work is carried out in stages during weekend, part weekly, or multi-week construction cycles in duration and is typically performed within single or multi-lane closings. Based on the construction sequencing plan and allowable lane closing times developed, the consultant shall quantify the duration of each construction stage. The Consultant shall also determine the required number of weekend or part weekly cycles for each construction stage. Usually a limited number of construction cycles, preferably one, per stage is feasible or allowable due to seasonal or traffic operational restrictions. The exact duration is to be determined by the consultant based on the type and volume of work scheduled in each stage.
2. Work stages in traffic sensitive areas shall be of short duration, limited to weekends. Two-to-three-day work cycles shall be considered. Depending on volume, additional work cycles may have to be considered.
3. Work required in center lanes, for long-term or overnight duration, shall be scheduled in conjunction with the left lane, providing two lanes of traffic can be maintained using the remaining available lane or shoulder as a traffic lane.
4. Concrete construction barrier shall be specified in conjunction with deck panel replacements and deck reconstruction. The use and placement of the concrete construction barrier shall conform to current New Jersey Turnpike Authority standards for Type 4 barriers. On bridges or viaducts exceeding 500 ft. in length, the concrete construction barrier may be placed non-continuous in individual enclosures provided the distance between the end of one enclosure to the temporary impact attenuator of the next enclosure is 200 ft. or more. Construction barrier layout and joint class is to be determined by the Consultant.

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5. The Consultant shall have qualified construction personnel review the construction sequencing and construction schedule. After this review, the Consultant shall submit, as part of the Draft MPT and Construction Schedule Submission, backup computations. These shall include work-hours, equipment hours and any other pertinent information to support the proposed construction schedule. The Authority will provide comments which shall be incorporated in the Phase 'C' submission.

### **VII. MISCELLANEOUS**

1. The Consultant shall perform computations to determine the quarter hour rate of Lane Occupancy Charges for work areas where contractor installed lane closings are not removed at the appropriate times using Road User Cost Manual. These computations shall be generated for single lane and multiple lane conditions, broken out between Interchanges, by direction and number of lanes, by Peak and Off-Peak Seasons on the Parkway.
2. The Consultant shall evaluate the standard joint hardware design and provide recommendations for possible improvement. Extensive details for new joint hardware shall be developed. The Consultant shall produce standard drawings for each unique joint condition encountered and provide the most accurate dimensions possible. This will enable an expedited shop drawing production during the construction. The contractor will be responsible for verifying dimensions prior to joint fabrication. The joint details shall be developed utilizing all information available including as-built drawings and existing field conditions. The Consultant shall coordinate with the Authority's Operations Department and Project Liaison to utilize a combination of lane closings, shoulder closings and slowdowns to survey the existing field conditions.
3. The Consultant shall provide the Supplementary Specifications in the same format as the Standard Specifications (Refer to VI.D.2). The Consultant shall coordinate sign, plan presentation and details, specifications and pay items with other Consultants to establish continuity between Contract Nos. P100.661 and P100.662, and two (2) Turnpike Bridge Repair contracts, T100.664, T100.665. Five (5) coordination meetings at the Authority's offices should be anticipated within the fee proposal. The schedule will be determined as design gets underway.
4. The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction in accordance with the Authority's DRAFT "Shoulder Pavement Assessment Procedure" which will be provided at notice to proceed. Consultant shall make recommendations to the Authority regarding pavement condition based on Structure Location, Average Daily Traffic, Daily Truck Traffic, Duration of Lane Shifts, Horizontal and Vertical curves in the work zone, Ramp restrictions, confirmed as-built information, drainage and field assessment based on the appearance of distress. **The Consultant shall provide for \$60,000 in the Fee Proposal to propose, conduct and manage a shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling.** Work shall not commence without approval by the Authority.
5. The Consultant shall evaluate the type of striping in each work zone to ensure that a compatible method of obliteration (i.e., black paint, etc.) temporary striping and permanent striping is specified.
6. The specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.

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7. The Consultant may be required to develop "Smart Work Zone" plans and specifications as required by the Operations Department in various MPT schemes where advance patron notification and alternate route advisories are required. The scope of these services shall be identified and paid for as an Unanticipated Service.
8. The Consultant shall use the "Guideline for Use of VMS Systems for Construction" in developing recommendations for use of the various types of permanent variable message signs, and in the preparation of details for portable variable message signs.
9. The Consultant shall make provisions for the re-establishment of the automatic traffic surveillance and control system detection loops and trunk cables, where affected.
10. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the Parkway, including branch runs. As-built drawings of the Fiber Optic Cable facilities will be provided at notice to proceed. The Consultant shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications.
11. The Consultant shall identify areas where roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
12. The Consultant shall prepare cost estimates, attend review meetings, and the contract bid opening. The Consultant shall analyze the bids and recommend the low bid for acceptance or rejection.
13. The Consultant shall estimate the effort required for shop drawing review based on the Contract requirements and include this in their Fee Proposal. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
14. The Consultant shall provide 40 hours within the fee proposal to review available plans and conduct a field visit of the affected structures to identify work which will need to be advanced or coordinated with other regional transportation projects subject to the approval of the Authority.
15. The Consultant may use the services of a materials specialist firm as a subconsultant to assist in determining appropriate destructive and non-destructive testing and evaluation on an as-needed basis, based on recommendations made in the Phase A submission and with the prior written approval of the Authority. **The Consultant shall provide for \$50,000 for material testing services in the Fee Proposal.**
16. The Consultant shall prepare electronic files (in both Word and pdf formats) of the Supplementary Specifications that incorporates all accepted Addendum items. All Addendum items/changes that pertain to the Supplementary Specifications shall be depicted within the final documents in accordance with examples provided by the Authority.
17. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. If not designated elsewhere in this RFEOI, signs denoting that unauthorized access is prohibited are posted at all gates where security keys must be signed out. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters. Keys shall only be signed out for the bridges where active inspection or evaluation will be ongoing; the Consultant will not be permitted to sign out keys for locations where work is not currently active. The Consultant will be required to fill out and sign a key request form for each

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individual key and adhere to the Key Receipt Authorization Memorandum. The Consultant will be responsible for the key and for the corresponding locks for the area secured by the locks while the key is in their possession. Gates shall be locked at the end of each day. Individuals who sign for keys are responsible for performing a visual inspection of the area upon arrival to the bridge each day and immediately reporting any irregularities or breaches to their Authority Project Liaison and to the Security Liaison. In case that suspected unauthorized access to an area is observed, the Consultant shall contact the NJTA Operations Department or State Police. The consultant shall not try to engage with personnel suspected of unauthorized access. Once the key is no longer needed, the individual who signed for the key shall return it to the Key Custodian and, if requested at the time of turn-in, the Consultant will receive a receipt for their records indicating the key has been returned. To ensure that all keys are returned by Consultants to the Key Custodian, the successful return of keys, or payment for replacement keys and locks, will be considered a condition of all OPS' involving the access to areas protected by the Bridge Security Fencing.

### **VIII. GENERAL REQUIREMENTS AND CONDITIONS**

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, or latest, the 2016 Standard Specifications, 7<sup>th</sup> Edition, the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, elevation, cross-section and detail presentations shall be to scale. A separate estimate of quantity table with quantities broken down by stages shall be shown for each bridge on the Construction Plan Sheet for that structure.
3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
5. The Consultant shall develop all plans in CADD format and provide the Authority with all Microstation drawing files and documentation produced in accordance with this project per the "CADD Standards Manual". The Consultant shall provide a .pdf version of all drawing files.
6. The Consultant shall secure all necessary permits, flagging services, and post all required insurance with railroads and any other utilities. All Utility Orders, where required, will be performed under unanticipated services.
7. All inspection work on the Parkway shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work.

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8. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the TMAs supplied meet or exceed MASH TL-3 compliance to be qualified for reimbursement.
9. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.

**IX. PROGRAM FUNDING**

1. The total projected construction budget for Bridge Repair work under Parkway Contract No. P100.661 is approximately \$15 million, funded by the Maintenance Reserve Fund. Depending on budget allocations, this amount may fluctuate.
2. The total projected construction budget for Bridge Repair work under Parkway Contract No. P100.662 is approximately \$15 million, funded by the Maintenance Reserve Fund. Depending on budget allocations, this amount may fluctuate.

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**X. DESIGN OF CONTRACT No. P100.661 (2025) – PROJECT SCHEDULE AND DELIVERABLES**

The Consultant will be required to submit, at the project kick-off meeting, a preliminary design schedule covering the scope of work based on OPS requirements and the following timetable:

**DESIGN SCHEDULE**

Award OPS No. P3939 .....	November 21, 2023
Anticipated start of work.....	December 18, 2023
Submittal of Design Schedule .....	January 2, 2024
Submittal of Phase 'A' repair priority list.....	February 21, 2024
Phase 'A' field review .....	February 27-28, 2024
Finalize Bridge Repair List .....	March 6, 2024
Submittal of Preliminary MPT Coordination Report.....	March 20, 2024
Preliminary MPT Coordination Report Review Meeting .....	April 10, 2024
Submittal of Phase 'B' construction plans .....	May 8, 2024
Phase 'B' review meeting .....	May 22, 2024
Submittal of Preliminary MPT Plans & Spec. – Engineering Review .....	June 19, 2024
Submittal of Revised MPT Plans & Spec. - Operations Review .....	June 26, 2024
Formal Review of MPT Plans & Specifications .....	July 17, 2024
Submittal of Phase 'C' Documents .....	August 14, 2024
Phase 'C' Review Meeting .....	September 4, 2024
Submittal of Phase 'D' Final Documents .....	October 2, 2024

**CONSTRUCTION SCHEDULE**

Date of Contract No. P100.661 Advertisement .....	November 13, 2024
Date for Receipt of Bids .....	December 18, 2024
Award of Contract No. P100.661 .....	January 28, 2024
Notice to Proceed Contract No. P100.661 .....	March 2025
Construction Completion Date .....	November 26, 2025
Emergency Repair Work Coverage.....	March 31, 2026



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**XI. DESIGN OF CONTRACT No. P100.662 (2025) – PROJECT SCHEDULE AND DELIVERABLES**

The Consultant will be required to submit, at the project kick-off meeting, a preliminary design schedule covering the scope of work based on OPS requirements and the following timetable:

**DESIGN SCHEDULE**

Award OPS No. P3940 .....	November 21, 2023
Anticipated start of work.....	December 18, 2023
Submittal of Design Schedule .....	January 2, 2024
Submittal of Phase 'A' repair priority list.....	February 14, 2024
Phase 'A' field review .....	February 20-21, 2024
Finalize Bridge Repair List .....	February 28, 2024
Submittal of Preliminary MPT Coordination Report.....	March 13, 2024
Preliminary MPT Coordination Report Review Meeting .....	April 3, 2024
Submittal of Phase 'B' construction plans .....	April 24, 2024
Phase 'B' review meeting.....	May 8, 2024
Submittal of Preliminary MPT Plans & Spec. – Engineering Review .....	May 29, 2024
Submittal of Revised MPT Plans & Spec. - Operations Review.....	June 5, 2024
Formal Review of MPT Plans & Specifications .....	June 26, 2024
Submittal of Phase 'C' Documents.....	July 17, 2024
Phase 'C' Review Meeting .....	August 7, 2024
Submittal of Phase 'D' Final Documents .....	September 4, 2024

**CONSTRUCTION SCHEDULE**

Date of Contract No. P100.662 Advertisement .....	October 16, 2024
Date for Receipt of Bids .....	November 20, 2024
Award of Contract No. P100.662 .....	December 17, 2024
Notice to Proceed Contract No. P100.662 .....	January 28, 2025
Construction Completion Date .....	November 26, 2025
Emergency Repair Work Coverage.....	March 31, 2026

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The Consultant may, at their own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

All correspondence, invoices and transmittals for the project shall be referenced by the Authority's Order for Professional Services Number and the construction Contract Number.

In the proposal, the Consultant shall comment on the appropriateness of the schedule and indicate the Consultant's intention to comply with the schedule, or alternatively, offer for consideration an amended schedule.

### **REFERENCE MATERIALS:**

The contract documents are available for review electronically through the Authority's Secure File Sharing Site. Access to the secure workspace will be provided to all prequalified and eligible Qualified Firms via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Peter W. Singhofen, P.E. via e-mail at [Singhofen@njta.com](mailto:Singhofen@njta.com). The subject line should read, "OPS No. P3939/P3940 Secure File Sharing Site Information. The following reference material is available for review:

- a) OPS P3917 Deck Repairs and Reconstruction Phase A Report
- b) OPS P3917 Preliminary MPT Coordination Report
- c) OPS P3917 Maintenance Repair List
- d) OPS P3917 Contract P100.653 Phase B Plans
- e) OPS P3917 Contract P100.653 Preliminary MPT Plans
- f) OPS P3844 Contract P100.601 Phase C Plans
- g) OPS P3844 Contract P100.601 Phase D Plans
- h) OPS P3844 Contract P100.601 Phase D Construction Schedule
- i) OPS P3918 Deck Repairs and Reconstruction Phase A Report
- j) OPS P3918 Preliminary MPT Coordination Report
- k) OPS P3918 Maintenance Repair List
- l) OPS P3918 Contract P100.654 Phase B Plans
- m) OPS P3918 Contract P100.654 Preliminary MPT Plans
- n) OPS P3845 Contract P100.602 Phase C Plans
- o) OPS P3845 Contract P100.602 Phase D Plans
- p) OPS P3845 Contract P100.602 Phase D Construction Schedule

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**Subsection B3  
Staffing Estimate  
 OPS No. P3939**

**DESIGN SERVICES FOR CONTRACT NO. P100.661  
 BRIDGE REPAIRS AND RESURFACING, MILEPOST 0 TO 126 (2025)**

Classification (ASCE- Grade)	Phase A	MPT Coord. Report	Phase B	Preliminary MPT	Final MPT	Phase C	Phase D	Shop Dwg. Review	Const. Consult.	Const. Progress Meetings	Total Hours
Project Manager ( )											
Senior Engineer ( )											
Engineer ( )											
Junior Engineer ( )											
Survey Crews											
Other-Specify ( )											
Other-Specify ( )											
Total Hours											

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks such as Signing and Lighting, Drainage, Utility Relocations, etc. as required to meet project needs.

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**Subsection B3  
Staffing Estimate**

**OPS No. P3940**

**DESIGN SERVICES FOR CONTRACT NO. P100.662**

**BRIDGE REPAIRS AND RESURFACING, MILEPOST 126 TO 172 (2025)**

Classification (ASCE- Grade)	Phase A	MPT Coord. Report	Phase B	Preliminary MPT	Final MPT	Phase C	Phase D	Shop Dwg. Review	Const. Consult.	Const. Progress Meetings	Total Hours
Project Manager ( )											
Senior Engineer ( )											
Engineer ( )											
Junior Engineer ( )											
Survey Crews											
Other-Specify ( )											
Other-Specify ( )											
Total Hours											

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks such as Signing and Lighting, Drainage, Utility Relocations, etc. as required to meet project needs.

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### **Subsection B4** **Qualified and Eligible Firms**

1. AECOM Technical Services
2. AREA Engineering, Inc.
3. Arora and Associates, P.C.
4. ATANE Engineers, Architects and Land Surveyors, P.C.
5. Atkins North America, Inc.
6. Boswell Engineering
7. Buchart-Horn, Inc.
8. CDM Smith Inc.
9. COWI North America
10. Dewberry Engineers Inc.
11. French & Parrello Associates, P.A.
12. Gannett Fleming, Inc.
13. Greenman-Pedersen, Inc.
14. Hardesty & Hanover, LLC
15. HDR Engineering, Inc.
16. IH Engineers, P.C.
17. Info Tran Engineers, PC
18. Infra Tech Engineering, LLC
19. Infrastructure Engineering, Inc.
20. Jacobs Engineering Group Inc.
21. Johnson, Mirmiran & Thompson, Inc.
22. KC Engineering and Land Surveying, P.C.
23. Kimley-Horn and Associates, Inc.
24. KMA Consulting Engineers, Inc.
25. KS Engineers, P.C.
26. LiRo Engineers, Inc.
27. MAKS Engineers, PC
28. Malick & Scherer, P.C.
29. McCormick Taylor, Inc.
30. McLaren Engineering Group
31. Michael Baker International, Inc.
32. Modjeski & Masters, Inc.
33. Mott MacDonald LLC
34. MP Engineers, P.C.
35. Naik Consulting Group PC and KS Engineers, PC
36. NAIK Consulting Group, P.C.
37. Parsons Transportation Group, Inc.
38. Pennoni Associates, Inc.
39. Remington & Vernick Engineers
40. SJH Engineering, P.C.
41. Stantec Consulting Services, Inc.
42. STV Incorporated
43. T&M Associates
44. T.Y. Lin International
45. Taylor, Wiseman & Taylor
46. Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc.
47. Traffic Planning and Design, Inc.
48. TranSystems Corporation
49. Urban Engineers, Inc.
50. Van Cleef Engineering Associates, LLC
51. W.J. Castle P.E. and Associates P.C.

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**Subsection B5****OPS No. P3939 – Southern Structure List  
Contract No. P100.661, Bridge Repairs and Resurfacing**

<b>No.</b>	<b>Structure No.</b>	<b>Bridge Name</b>	<b>No. of Spans</b>	<b>Known Deficiencies</b>
1	25.4S	Parkway SB over Roosevelt Blvd (CR 623)	3	Superstructure (Steel), Bearings
2	97.7A	Parkway Ramp 98SBX A over NJ Route 34	2	Deck, Substructure, Bearings
3	106.8NO	Parkway NBO over Pine Brook Rd.& Central RR-NJ	3	Deck, Superstructure (Steel), Bearings, Substructure
4	106.8NI	Parkway NBI over Pine Brook Road & Conrail "Southern Secondary Branch"	4	Superstructure (Concrete)
5	108.7SI	Parkway SBI over Pine Brook	3	Superstructure (Concrete)
6	109.3NI	Parkway NBI over Swimming River	4	Superstructure (Concrete)
7	109.3SI	Parkway SBI over Swimming River	4	Superstructure (Concrete)
8	110.9SI	Parkway SBI over Normandy Road and NAD Earle Railroad	4	Superstructure (Concrete)
9	111.1NO	Parkway NBO over West Front Street	3	Superstructure (Steel), Substructure
10	111.1SO	Parkway SBO over West Front Street	3	Deck
11	113.9	Red Hill Road (CR 52) over Parkway NBI/NBO/SBI/SBO	8	Deck, Superstructure (Steel), Bearings, Substructure
12	117.4SO	Parkway Ramp 117 SBIX to SBOX over Parkway SBO	4	Superstructure (Steel), Substructure
13	118.5NO	NBO over Int.117 SB Exit Ramp A & NBI Entr Ramp E	3	Deck, Superstructure (Steel)
14	118.3NI	Parkway NBI over NJ Transit "NJ Coast Line"	3	Bearings
15	119.2SO	Parkway SBO over Matawan Creek	3	Superstructure (Steel), Bearings, Substructure
16	119.2SI	Parkway SBI over Matawan Creek	3	
17	119.3NO	Parkway NBO over Matawan Creek	3	
18	119.3NI	Parkway NBI over Matawan Creek	3	
19	121.5SO	Parkway SBO over Cheesequake Park Road	3	Superstructure (Steel), Bearings

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<b>No.</b>	<b>Structure No.</b>	<b>Bridge Name</b>	<b>No. of Spans</b>	<b>Known Deficiencies</b>
20	121.7NO	Parkway NBO over Cheesequake Park Road	3	Superstructure (Steel), Bearings
21	122.9NO	Parkway NBO over Cheesequake Creek	3	Superstructure (Steel), Substructure
22	123.5SI	Parkway SBI over Cheesequake Creek	3	Deck, Barrier, Superstructure (Concrete)
23	123.6NI	Parkway NBI over Ernston Road	3	Superstructure (Concrete)
24	124.7SO	Parkway SBO over Washington Rd. (CR 535) & Conrail "Amboy"	5	Bearings, Substructure
25	125.4NI	Parkway NBI over Raritan River Railroad (Abandoned)	3	Deck, Superstructure (Steel), Bearings, Substructure

**25 Bridges**

The above list is subject to change based on changing field conditions and submitted inspection reports.

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**OPS No. P3940 – Northern Structure List  
Contract No. P100.662, Bridge Repairs and Resurfacing**

No.	Structure No.	Bridge Name	No. of Spans	Known Deficiencies
1	138.3	Parkway N/S over Conrail "Lehigh Line"	5	Bearings, Deck, Superstructure, Substructure
2	138.4	Parkway N/S over NJDOT-Owned Railroad	3	Bearings, Superstructure
3	139.7	Parkway N/S over Market Street	1	Bearings, Substructure, Superstructure
4	141.0	Parkway N/S over Chestnut Street (CR 619)	1	Approach, Deck, Superstructure, Bearing, Substructure
5	142.0	Vaux Hall Road (CR 630) over Parkway N/S	2	Deck, Bearings, Substructure, Superstructure
6	142.4S	Parkway S over Elizabeth River	2	Bearings, Deck, Superstructure
7	142.5N	Parkway N over Elizabeth Ribera	2	Deck, Superstructure, Bearings
8	143.0	Parkway N/S and Ramp 142B SBE over North Union Ave	1	Bearings, Deck, Superstructure
9	143.7	Chancellor Avenue (CR 601) over Parkway N/S	2	Bearings, Substructure, Superstructure
10	144.0	Union Ave over Parkway N/S	2	Bearings, Deck, Substructure, Superstructure
11	144.5	Nye Avenue over Parkway N/S	2	Bearings, Substructure, Superstructure
12	145.5	18th Avenue over Parkway N/S	2	Deck, Bearings, Substructure
13	146.0	Parkway N/S over 14th Avenue	1	Bearings, Deck, Superstructure
14	146.1	Parkway N/S over South Orange Avenue (CR 510)	1	Substructure, Superstructure
15	146.4	Maybaum Avenue over Parkway N/S	2	Deck, Substructure, Superstructure, Bearing,
16	147.0A	Parkway Ramps 145SBX F and K Parallel to Parkway S, Ramp 142SBE G over Infield Area	25	Deck, Substructure, Superstructure
17	147.1	Freeway Drive East over Parkway N/S	2	Deck, Substructure, Bearings, Superstructure
18	147.4	William Street over Parkway N/S	2	Deck, Bearings, Substructure
19	152.8	West Passaic Avenue (CR 622) over Parkway N/S and Third River	3	Deck, Superstructure, Bearings, Substructure



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No.	Structure No.	Bridge Name	No. of Spans	Known Deficiencies
20	153.7S	Parkway S over Third River	1	Approach, Superstructure, Bearings
21	153.8N	Parkway N over Third River	1	Superstructure, Bearings (severe corrosion), Substructure
22	155.4	Van Houten Ave (CR 614) over Parkway N/S	4	Deck, Superstructure, Bearings, Substructure
23	156.1A	Parkway Ramp 154SBX over Parkway Ramp 154SBE & NJ Route 19 (CR 509 & Broad Street)	13	Bearings, Deck, Superstructure, Substructure
24	156.1S	Parkway S over NJ Route 19 (NB Spur)	3	Bearings, Substructure, Superstructure
25	160.2	Parkway Ramp 159SBE A over Parkway N/S	4	Deck, Substructure, Superstructure
26	165.9	Linwood Avenue (CR 110) over Parkway N/S	4	Approach, Deck, Bearings, Substructure, Superstructure
27	166.3	East Glen Avenue (CR 82) over Parkway N/S	5	Deck, Superstructure, Bearings, Substructure

**27 Bridges**

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**ATTACHMENT C**  
**Standard Supplemental Information and Forms**

**Subsection No. and Title**

- C1. Administrative Information
- C2. Mandatory Employment Opportunity Language, *N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 et seq.*
- C3. State Consultant Political Contributions, *N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy)*
- C4. Right to Audit
- C5. Antidiscrimination Provisions
- C6. Standards Prohibiting Conflicts of Interest Executive Order 189 (1988 - Kean)
- C7. ADA Indemnification Act
- C8. Diane B. Allen Equal Pay Act
- C9. Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis, *N.J.S.A. 52:34-15 (P.L. 1954, c48, s.10)*
- C10. Prompt Payment Act, *N.J.S.A. 2A:30A*
- C11. Code of Ethical Standards
- C12. Small Business Enterprise and Disabled Veteran Owned Business Programs
- C13. Standard Supplement Forms to be Submitted
  - (a) Affidavit of Eligibility/Disclosure of Material Litigation
  - (b) Small Business Enterprise/Disabled Veteran Owned Business
  - (c) Disclosure of Investment Activities in Iran \* *N.J.S.A. 52:32-58*
  - (d) Prohibited Activities in Russia or Belarus
  - (e) Source Disclosure Form
  - (f) Ownership Disclosure
  - (g) Business Registration Act\*\*\*\*
  - (h) Set-Off for State Sales Tax
  - (i) Affidavit of Moral Integrity form
  - (j) Disclosure of Outstanding Work
  - (k) Recent Authority Project Experience

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### Subsection C1

#### Administrative and Agreement Information

##### **Professional Corporation**

Incorporated Firms that have not filed a copy of a Certificate of Authorization, with the Authority must include a copy of the Certificate with the EOI. Professional service corporations established pursuant to the "Professional Service Corporation Act," N.J.S.A. 14A:17-1 et seq. (P.L. 1969, c. 232), are exempt from this requirement.

##### **Signatures**

Expressions of Interest must be signed by an officer of the Firm authorized to make a binding commitment.

##### **Incurring Costs**

The Authority shall not be liable for any costs incurred by any Firm in the preparation of their Expression of Interest or Fee Proposal.

##### **Addendum to EOI Solicitations**

If, at any time prior to the Authority receiving responses to this RFEOI, it becomes necessary to revise any part of this RFEOI, or if additional information is necessary to enable firms to adequately interpret the provisions of this RFEOI, an addendum to the RFEOI will be made available on the Authority's web-site, [www.njta.com](http://www.njta.com), as described herein.

##### **Acceptance and Rejection of EOIs and Fee Proposals**

Any award of this OPS will be made in accordance with N.J.A.C. 19:9-2.8. The issuance of this RFEOI soliciting Expressions of Interest and Fee Proposals does not, in any manner or form, commit the Authority to award any OPS. The contents of the RFEOI, EOI, and a final negotiated Fee Proposal may become a contractual obligation, if an EOI submitted in response to the RFEOI is accepted, and an OPS is entered into with the Authority. Failure of a firm to adhere to and/or honor any or all of obligations of its response to the RFEOI, including its EOI, may result in rescission of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award any OPS. The Authority reserves the right to accept or reject any or all proposals or to negotiate with any proposer, to waive minor noncompliance, amend or supplement the RFEOI, re-advertise the RFEOI, or abandon a procurement, and/or take such other steps deemed necessary and in the best interest of the Authority, in accordance with applicable law.

##### **Errors or Omissions in RFEOI**

It is the firm's responsibility to bring to the attention of the Authority during the RFEOI any errors, omissions, or non-compliance discovered in the RFEOI. By neglecting to do so, the firm will be responsible to make any resulting changes without additional compensation if awarded the OPS.

##### **Dissemination of Information**

Information included in this RFEOI or in any way associated with this project is intended for use only by the firms submitting an EOI and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied, or used by any firm, except in replying to this RFEOI solicitation.

##### **News Releases**

No news releases pertaining to this RFEOI or the project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

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**Public Records**

This RFEIOI, and any response to the RFEIOI, including an EOI and Fee Proposal submitted by a firm in response to the RFEIOI, shall constitute a public document subject to disclosure in accordance with New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA). Any firm responding to the RFEIOI may request that the Authority's Director of Law deem certain information contained in its response to be personal, financial, or proprietary information that is exempt from disclosure under OPRA.

The Authority reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The Authority will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the Authority does not concur, the bidder /proposer shall be solely responsible for defending its designation.

**Subsection C2**

**Mandatory Equal Employment Opportunity Language**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

**Goods, General Services, and Professional Services Contracts**

The consultant or subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or ex-pression, the consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The consultant or subconsultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant or subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The consultant or subconsultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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The consultant or subconsultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The consultant or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval.
- Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The consultant and its subconsultants shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### **Subsection C3**

#### **State Consultant Political Contributions Compliance**

**N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004),  
The Elections Transparency Act," P.L. 2023, c.30,  
and Executive Order 333 (2023 Murphy)**

#### **Election Transparency Act, P.L. 2023, c. 30; Fair and Open Exception**

In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the "Act"), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contributions proscription that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any proposer submitting a proposal will not prohibit any contract award thereto if such proposer is deemed the successful proposer.

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**Annual Report of Contributions to the Election Law Enforcement Commission**

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**Breach of Terms of Government Contract**

It shall be a breach of the terms of the OPS for the Business Entity to (i) make or solicit a contribution in violation of the Act, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions (through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate of holder of the public office of Governor or Lieutenant Governor; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of the Act; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Act; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of the Act.

**Subsection C4  
Right to Audit**

Pursuant to N.J.A.C. 17:44-2.2, the New Jersey Office of the State Comptroller (OSC) has the authority to audit or review contract records, as follows:

- a) Relevant records of private vendors or other persons entering into contracts with covered entities, including the Authority, are subject to review by the OSC pursuant to N.J.S.A. 52:15C-14(d).
- b) Any Consultant awarded a contract shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the OSC upon request.

**Subsection C5  
Antidiscrimination Provisions**

In accordance with N.J.S.A. 10:2-1 every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no consultant, nor any person acting on behalf of such consultant

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or subconsultant, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- b. No consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the consultant by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this attachment of the contract occurring after notice to the consultant from the contracting public agency of any prior violation of this attachment of the contract.

### Subsection C6

#### Standards Prohibiting Conflicts of Interest

##### Executive Order 189 (1988 - Kean)

Pursuant to N.J.S.A.52:34-19 and Executive Order 134 (1976 - Byrne), Executive Order 189 (1988 - Kean) includes the following prohibitions on any vendor which provides or offers or proposes to provide goods or services to or perform any contract for the State of new Jersey or any State agency.

- (a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, Firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (b) The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- (c) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, Qualified Firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee

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or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.

- (d) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- (e) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- (f) The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

### **Subsection C7** **ADA Indemnification Act**

The provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, shall be a part of any OPS awarded under pursuant to this RFEOI. In providing any aid, benefit, or service on behalf of the Authority pursuant to any such OPS, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of any OPS awarded pursuant to this RFEOI, the consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the consultant agrees to abide by any decision of the Authority that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the consultant pursuant to any contact awarded pursuant to this RFEOI will not relieve the consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this attachment. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subconsultants for any claim that may arise out of their performance of any OPS awarded pursuant to this RFEOI. Furthermore, the consultant expressly understands and



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agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in any OPS awarded pursuant to this RFEOI, nor shall it be construed to relieve the consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of any OPS awarded pursuant to this RFEOI or otherwise at law.

### **Subsection C8**

#### **Diane B. Allen Equal Pay Act**

Pursuant to N.J.S.A. 34:11-56.1 et seq. (P.L. 2018, c. 9), also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a consultant performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

### **Subsection C9**

#### **Warranty of Contractor of No Solicitation on Commission or Contingent Fee Basis N.J.S.A. 52:34-15 (P.L. 1954, c. 48, § 10)**

Every contract or agreement negotiated, awarded or made pursuant to N.J.S.A. 52:34-15 shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

### **Subsection C10**

#### **Prompt Payment Act, N.J.S.A. 2A:30A**

Pursuant to the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., payment to the Successful Qualified Firm under any contract awarded pursuant to this RFEOI shall be processed and paid as follows:

1. All consultant bills shall be deemed approved and certified for payment 20 days after the receipt unless before the end of the 20-day period a written statement of the amount withheld and the reason for withholding payment is provided.
2. If the billing is approved, the bill shall be paid in the Authority's subsequent payment cycle.

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### **Subsection C11** **Code of Ethical Standards**

The Authority has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the State of New Jersey website at <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an Expression of Interest and Fee Proposals, the Successful Firm will be subject to the intent and purpose of said the Code and to the requirements of the State Ethics Commission.

### **Subsection C12** **Small Business Enterprise and Disabled Veteran Owned Business Programs**

#### **Small Business Enterprise Program**

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE"), as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these SBEs in the performance of certain Orders for Professional Services (OPS). At the time of submission of its Technical Proposal, the firm must include either (1) evidence of the use subconsultants who are registered with the Division as an SBE and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least twenty-five percent (25%) of the total value of any OPS awarded pursuant to this RFP, or (2) demonstration of a good faith effort to meet the goal of awarding at least twenty-five percent (25%) of the total value of the OPS to subconsultants who are registered with the Division as an SBE.

During this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants' SBE registration(s). In the event that, prior to the time of award, a firm has not demonstrated to the Authority's satisfaction, that good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:13-4.2.

After award of the OPS, in order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-1.1 et seq., the selected firm (the "Consultant") shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed SBE Form will not be processed.

If a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the SBE subconsultants listed on the SBE/DVOB Utilization form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:13-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible SBEs:

1. Firm shall attempt to locate qualified potential SBE subconsultants.
2. Firm shall request a listing of small businesses from the Division and the Authority, if none are known to the firm submitting a proposal.

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3. Firm shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, including receipts from certified mail and telephone records.
4. Firm shall provide all potential SBE subconsultants with detailed information regarding the solicitation, project description and specifications, including proof of advertisements in general circulation media, professional service publications and minority and women focus media.
5. Firm shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants that submit higher than acceptable fee estimates.
6. Firm shall provide evidence of efforts made to identify work categories capable of being performed by SBEs; and
7. Firm shall provide evidence of efforts made to use the services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.**

### Disabled Veteran Owned Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority ("Authority") that Disabled Veteran Owned Business Enterprises (DVOBs), as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). The firm's Expression of Interest must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least three per cent (3%) of the total value of any OPS awarded pursuant to this RFP or (2) demonstration of a good faith effort to meet the goal of awarding at least three per cent (3%) of the total value of the OPS to subconsultants who are registered with the Division as a DVOB.

During the Expression of Interest portion of this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants DVOB registrations. In the event that, prior to the time of award, a firm has not demonstrated, to the Authority's satisfaction, that a good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:14-4.2.

After award of the OPS, in order for the Authority to monitor and report DVOB participation during the course of the OPS pursuant to N.J.A.C. 17:14-1 et seq., the selected firm (the "Consultant") shall submit evidence of DVOB participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed DVOB Form will not be processed.

If a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the DVOB subconsultants listed on the SBE/DVOB Utilization form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:14-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible DVOBs:

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1. Firm shall attempt to locate qualified potential DVOBs.
2. Firm shall consult the DVOB Database if no DVOBs are known to the firm.
3. Firm shall keep all documentation of its efforts, including the names of businesses contacted and the means and results of such contacts; and
4. Firm shall provide all potential subconsultants with detailed information regarding the specifications.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.**

**Subsection C13**

**Standard Supplemental Forms to be Submitted**

Qualified Firms shall submit the following completed, executed forms at the time of submission of their Expression of Interest. The following forms are available at [www.njta.com](http://www.njta.com) under *Doing Business, Engineering Professional Services, PS Supplemental Forms*.

**Subsection C13(a)**

**Affidavit of Eligibility/Disclosure of Materials Litigation**

A completed **Affidavit of Eligibility/Disclosure of Material Litigation** form for review by the Authority's legal counsel shall be submitted by firms at the time of submission of their Expression of Interest for each firm, each member of a joint venture and all subconsultants. Each firm, each member of a joint venture and all subconsultants shall certify that it is not suspended, disbarred, or disqualified from bidding on any state or federal contracts. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Each firm shall submit a description of all litigation pending, threatened, or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws.

**Subsection C13(b)**

**Small Business Enterprise/Disabled Veteran Owned Business**

Firms shall submit a Small Business Enterprise/Disabled Veteran Owned Business (SBE/DVOB) Utilization form at the time of submission of their Technical and Fee Proposals in accordance with the Authority's SBE/DVOB Programs.

**Subsection C13(c)**

**Disclosure of Investment Activities in Iran**

**N.J.S.A. 52:32-58**

A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, *prior to the time a contract is awarded* and at the time the contract is renewed, that the person or entity is not identified on the Department of Treasury's List of Persons or Entities Engaging in Prohibited

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Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

The Department of Treasury's Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers must review this list prior to completing the certification. If the Authority finds a person or entity to be in violation of the law, such person or entity shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-58 et seq. this certification is required prior to award of any contract, the Authority requests that Qualified Firms complete and submit the form entitled "Disclosure of Investment Activities in Iran" at the time of submission of their Expression of Interest.

### **Subsection C13(d)** **Prohibited Activities in Russia or Belarus\*\***

N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3) states that prior to contract award, the awardee must certify that neither the awardee, nor any of its parents, subsidiaries, or affiliates, have engaged in prohibited activities in Russia or Belarus. However, the enforceability of N.J.S.A. 52:32-60.1 et seq. has recently been challenged in the United States District Court for the District of New Jersey. While the State of New Jersey continues to defend the law in court, the certification requirement has been voluntarily suspended pending the outcome of the legal challenge. If the legal challenge is resolved in the State's favor prior to the deadline for submission of EOIs under this procurement, the Authority may issue an addendum requiring submission of a form entitled "Certification of Non-Involvement in Prohibited Activities in Russia or Belarus."

### **Subsection C13(e)** **Source Disclosure Certification**

Pursuant to N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any contract in which services are procured on its behalf must disclose:

- a) The location by country where the services under contract will be performed.
- b) Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

This information must be disclosed on the Vendor Source Disclosure Form – N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), which is available on the Authority's website and returned with your Firm's Expression of Interest (EOI).

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### **Subsection C13(f)** **Ownership Disclosure Form**

Pursuant to N.J.S.A. 52:25-24.2, prior to the receipt of the proposal or accompanying the proposal, every corporation or partnership or limited liability company submitting a proposal shall submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest

Each Qualified Firm shall submit a completed Ownership Disclosure form with the Technical and Fee Proposals

### **Subsection C13(g)** **Business Registration Act**

Proof of valid business registration with the State of New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, shall be submitted by the Successful Qualified Firm prior to award of any OPS pursuant to this RFEI in the form of a valid Business Registration Certificate (BRC) in compliance with N.J.S.A. 52:32-44, as amended. No OPS shall be awarded without proof of business registration with the Division of Revenue and Enterprise Services. Proposers who are registered can go to [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) to obtain a copy of their BRC. If a Proposer is not registered, it can obtain information for registering its business with the New Jersey Division of Revenue by visiting the following link: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>. Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292- 9292.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or that provides false information of business registration, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**\*\*\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-44 et seq., a BRC is required prior to award of any contract, the Authority requests that Qualified Firms submit their BRCs at the time of submission of their Expression of Interest.

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### **Subsection C13(h)** **Set-Off for State Tax**

Pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions that might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35), shall be stayed.

Qualified firms are requested to complete and submit a State Tax Set-Off form.

### **Subsection C13(i)** **Affidavit of Moral Integrity**

Firms shall complete, sign, and submit a notarized Affidavit of Moral Integrity form together with submission of their Expression of Interest.

### **Subsection C13(j)** **Disclosure of Outstanding Work**

Firms shall complete and submit the Disclosure Forms for the prime and all subconsultants indicating outstanding work with the Authority with their Expression of Interest.

### **Subsection C13(k)** **Recent Authority Project Experience**

Firms shall complete and submit with their Expression of Interest, the Recent Authority Experience form for the prime Firm and for each subconsultant.

**ATTACHMENT D**

**N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for  
Architectural, Engineering and Land Surveying Services**

(a) This section shall apply to contracts for architectural, engineering, and land surveying services that are not subject to N.J.A.C. 19:9-2.2(d), 2.3, or 2.5. The Authority may choose to apply this section to contracts below the public bidding threshold as set forth in N.J.S.A. 27:23-6.1.b in its sole discretion. The Authority may use procurement processes other than those prescribed in this section if those processes have been approved by the Federal government or other State statute, rule, or executive order, or if an emergency has been declared by the Executive Director. Where a procurement involves the proposed use of Federal funds, and Federal law, regulations, or guidelines require a procurement procedure other than those prescribed in this section, the Authority shall follow the Federal procedures. All procedures provided for herein that are consistent with Federal requirements shall be followed.

(b) The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

"Complex projects" means projects other than "simple projects," and includes most projects involving transportation, planning or complex design, or any project having an estimated fee over \$ 2,000,000.

"Director" means either the Chief Engineer, Director of Operations, or Director of Maintenance, depending on whether the contract emanates from the Engineering Department, Operations Department, or the Maintenance Department.

"EOI" means an expression of interest from firms interested in performing professional architectural, engineering and land surveying services for the Authority.

"Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to provide professional architectural, engineering or land surveying services in this State.

"Professional architectural, engineering, and land surveying services" means those services, including, but not limited to, planning, design, environmental, and construction inspection services required for the development and construction of projects, within the scope of the practice of architecture, professional engineering, or professional land surveying as defined by the laws of this State or those services performed by an architect, professional engineer, or professional land surveyor in connection with his or her professional employment practice, and which are subject to N.J.S.A. 52:34-9.1 et seq.

"Review committee" means the committee assigned to review a contract for professional architectural, engineering and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.



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"Simple projects" means projects or other engineering services where the scope can be clearly defined and is not likely to change during the course of the project where the estimated fee is \$2,000,000 or less. Simple projects include, but are not limited to, bridge inspection projects, supervision of construction projects and highway and bridge design projects with an estimated fee of \$2,000,000 or less.

"Technical Review Committee" means the committee assigned to review a contract for professional architectural, engineering, and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

**(c)** Professional services prequalification requirements shall be as follows:

1. A firm interested in a contract for professional architectural, engineering, or land surveying services shall complete and file a "Professional Service Prequalification Questionnaire" ("PSPQ") with the Authority. Firms qualified for a particular type of project based on the Authority's evaluation of the PSPQs will be eligible for consideration when such projects are being contracted for by the Authority without having to present their qualifications on a project-specific basis.
2. For the procurement of general consultants, rather than a project-specific procurement, the procedures relating to prequalification of firms may be modified to address the needs and requirements of the Authority.
3. Each firm shall identify on the PSPQ each type of work for which the firm desires prequalification. All PSPQs shall contain the following information:
  - i. Current and past projects undertaken by the firm;
  - ii. The nature of services provided on each project;
  - iii. The qualifications of the professionals employed by the firm; and
  - iv. Other information which the Authority may determine necessary to assess the firm's qualifications.
4. A firm shall notify the Authority in writing of any substantial change in the information on its PSPQ when such change occurs. A firm shall have a current PSPQ on file with the Authority on the date of the EOI submittal in order to be considered for a project. For purposes of this section, a current PSPQ is one which has been on file with the Authority for no more than 24 months.

**(d)** Expression of interest (EOI) solicitation and/or advertisement shall be as follows:

1. A Request for EOIs (RFEOI) shall be advertised in an appropriate newspaper or journal, having a large circulation in the State and/or advertised on the Authority's website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike), or through other electronic means. Such advertisements shall be published not less than seven calendar days preceding the date upon which the EOIs are

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to be received. The RFEOI shall identify the scope of services required from the prequalified firms and the evaluation process to be used for the project. When the Authority seeks to engage more than one firm through a single RFEOI, the number of firms that the Authority intends to engage shall be identified in the RFEOI.

2. When general consultant services are needed, the Authority shall establish a list of criteria that firms must meet in order to be sent an RFEOI for the general consultant contract. Firms that meet such criteria shall be sent an RFEOI.

**(e)** Evaluation of EOIs shall be as follows:

1. Upon receipt of the EOIs, the Authority shall review the EOIs for completeness and shall reject those EOIs which are incomplete. The Authority shall notify all firms whose EOIs are determined to be incomplete in writing. For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director.
2. For simple projects, the technical evaluation process shall consist of the evaluation of EOIs in accordance with the procedures set forth in this section.
3. For complex projects, the evaluation of EOIs shall serve as a method by which to create a list of firms that shall receive the requests for proposals (RFP) for the project. If only three or four EOIs have been deemed complete by the Authority, these firms shall receive the RFP and the Technical Review Committee will not conduct an evaluation of the EOIs as set forth below. If more than four EOIs have been deemed complete, the EOIs shall be submitted to the Technical Review Committee for review as set forth in (e)4 below.
4. The EOIs shall be ranked by the Technical Review Committee on the basis of numerical scores resulting from weighted rating factors. These factors will be weighted in proportion to their relative importance on a project-by-project basis. The relative weight attributed to each rating factor for a particular project and the ranking methodology shall be set forth in the RFEOI. In ranking the EOIs, the Technical Review Committee may consider criteria contained in the RFEOI, including, but not limited to:
  - i. Experience of the firm on similar projects;
  - ii. Experience of the Project Manager or Resident Engineer on similar projects;
  - iii. Key personnel's qualifications and relevant experience;
  - iv. Understanding of the project and the Authority's needs;
  - v. Approach to the project;
  - vi. Commitment and ability to perform the proposed work and outstanding work with the Authority;
  - vii. Commitment to quality management;

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- viii. Attainment of Small Business Enterprise goals; and
  - ix. Any other factors specified in the Authority's EOI solicitation.
5. For simple projects, once the Technical Review Committee has ranked the EOIs, it shall require the top three or more technically ranked firms, which number of firms shall be at the discretion of the Director, to provide their proposed fees in a separate envelope. The firms shall not be told of their ranking position at this time. The selection process shall continue in the manner described in (g) below. If a particular simple project warrants, the Director may elect to issue an RFP and the selection process shall proceed in accordance with the process for complex projects.
  6. For complex projects, after the evaluation and ranking of the EOIs, no fewer than the top three ranked firms shall receive an RFP. All firms that are not to receive the RFP shall be notified.
  7. When the Authority is seeking to engage more than one firm through a single solicitation of EOIs, following the Technical Review Committee's evaluation of the EOIs, it shall prepare a list of a sufficient number of technically qualified firms to enable the Authority to engage the number of firms identified in the RFEOI. If the Technical Review Committee is unable to prepare a list of technically qualified firms in a sufficient number to negotiate with and engage the number of firms identified in the RFEOI, the Authority shall reduce the number of firms it is seeking to engage through the EOI, and/or reissue the RFEOI in whole or in part. The Technical Review Committee shall negotiate with firms in the same manner as described in (g) below.
- (f) Requests for Proposals (RFPs) shall be evaluated as follows:
1. Responses to the RFP shall be comprised of the technical proposal and fee proposal. The firms receiving the RFP shall be directed to submit a detailed fee proposal in a separate sealed envelope at the time of submission of the technical proposal.
  2. The Technical Review Committee shall evaluate the technical proposals submitted to the Authority. The Technical Review Committee shall rank the technical proposals on the basis of numerical scores using the rating criteria specified in the RFP. The relative weight attributed to each rating factor and the methodology for ranking firms shall be set forth in the RFP.
  3. The Technical Review Committee may require an interview and/or presentation by the firms with the highest ranked proposals. The Director, in his or her discretion, may waive this requirement for a particular project. Subsequent to the interview and/or presentation, the Technical Review Committee shall revisit its technical ranking of the firms, re-score as appropriate and shall thereupon recommend the highest ranked firms to the Director, or the Executive Director if the Director was a member of the Technical Review Committee.

## Request for Expressions of Interest

Multi-Project Solicitation

OPS No. P3939, Design Services for Contract No. P100.661  
Bridge Repairs and Resurfacing, Milepost 0 to 126 (2025), and  
OPS No. P3940, Design Services for Contract No. P100.662  
Bridge Repairs and Resurfacing, Milepost 126 to 172 (2025)

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(g) Cost negotiation and final selection shall be as follows:

1. For all projects, upon reviewing the Technical Review Committee's recommendation, the Director or the Executive Director shall either concur with the selections or direct the Technical Review Committee to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, which shall be specified in writing by the Director or the Executive Director.
2. Once the selections are approved, the selected firms' fee proposals will be reviewed by the Technical Review Committee. The Executive Director may add one or more persons to the Technical Review Committee to assist in the negotiation process. Using all fee proposals and the engineer's estimate as a guideline, the Technical Review Committee shall negotiate a fair and reasonable fee with the highest technically ranked firm, taking into consideration all relevant factors, including, but not limited to, the estimated value of the services to be rendered and the scope, complexity, and professional nature thereof. If the Technical Review Committee is unable to negotiate a fair and reasonable fee with the highest technically ranked firm, it shall formally terminate negotiations and undertake negotiations with the second highest technically ranked firm. Failing accord with the second highest technically ranked firm, the Technical Review Committee shall formally terminate negotiations and undertake negotiations with the third highest technically ranked firm. If the Technical Review Committee is unable to negotiate successfully with any of the three highest technically ranked firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth herein until an agreement is reached. The Executive Director, upon consultation with the Director, may direct the Technical Review Committee to re-solicit the contract. Once a final fee is agreed upon, the Technical Review Committee shall make its recommendation to the Director.
3. The Technical Review Committee in consultation with the Director shall prepare a written report outlining its recommendations and activities in reviewing, negotiating, and selecting the recommended firm. The Director shall submit the Technical Review Committee's report to the Executive Director.
4. If the Executive Director concurs with the recommendation, the Executive Director shall recommend to the Board, in writing, that the firm be issued an Order for Professional Service.
5. If the Executive Director is not satisfied with the recommendation, he or she may:
  - i. Instruct the Technical Review Committee to submit further support for its recommendation;
  - ii. Direct the Technical Review Committee to re-negotiate the fee; or
  - iii. Instruct the Director to re-solicit the contract.