

April 27, 2017

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T3642  
DESIGN SERVICES FOR CONTRACT NO. T100.436  
REHABILITATION OF NEW JERSEY TURNPIKE PASSAIC RIVER BRIDGES  
STRUCTURE NOS. W107.87 AND E107.88**

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) for a Complex project from engineering firms prequalified and eligible in the following Profile Code:

Profile Codes	Description
A092	Bridges: Miscellaneous Repairs

Attached (see Section I) is a list of all consultants currently prequalified and eligible to submit an EOI for the above referenced assignment. \*Joint Ventures (\*Firms interested in submitting an EOI as a Joint Venture must be prequalified as a Joint Venture with the Authority) that meet all of the Profile Code requirements are also eligible to submit an EOI.

To qualify as a prequalified consultant, a firm **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package 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. Only those firms who have been prequalified for the specified profile code(s) this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required however for Joint Ventures.

The Authority shall be seeking participation of Small Business Enterprises (SBE) as subconsultants. The project goal is 25% SBE participation to New Jersey Businesses (see Section VII) of the Attachment to the Expression of Interest for the program provisions).

This solicitation is for professional services required for final design of Contract No. T100.436, which will provide for superstructure repairs to the following two New Jersey Turnpike major bridges spanning the Passaic River in the City of Newark, Essex County and the Town of Kearny, Hudson County: Structure No. W107.87 – Laderman Memorial Passaic River Bridge and Structure E107.88 – Chaplain Washington Memorial Passaic River Bridge.

For Structure No. W107.87, the superstructure repairs are intended to extend the service life of the bridge until its anticipated replacement in approximately 15 years. For Structure No. E107.88, this project will complete remaining superstructure steel repairs which are required to restore the bridge to its as-reconstructed condition.

## Project Description

### Structure No. W107.87 – Laderman Memorial Passaic River Bridge

Structure No. W107.87 has exhibited ongoing steel fatigue cracking since it was opened to traffic in 1970, despite the Authority's ongoing efforts to repair its fatigue-prone details under various contracts. The Authority recently completed a detailed study entitled "Fracture Critical Member (FCM) Phase 2 Risk Assessment - Fatigue Investigation of the Laderman Memorial Passaic River Bridge, Structure No. W107.87", which examined progressive cracking and excessive vibration in the steel superstructure and made recommendations for retrofit strategies and monitoring. The study undertook a three part approach to gain a complete understanding of the bridge response to live loads, consisting of: (1) Design and construction of a Weigh-in-Motion (WIM) System which collected traffic data over a continuous 12 month period to quantify and classify the truck volumes and loads traversing the bridge; (2) Design and installation of a Structural Health Monitoring (SHM) System which monitored the superstructure response at 3 separate arrays; and (3) Development and calibration of a comprehensive Finite Element Model (FEM) which was utilized to develop conceptual retrofit repair details for the identified cracks. The results of this study were compiled in a Final Summary Report dated April 2016. The Final Summary Report includes recommended repair details for 6 typical cracks found on the bridge, and also provides retrofit options which range from addressing only the 217 identified cracked locations to addressing all 2,701 fatigue-prone locations.

The scope of fatigue retrofit services for Structure No. W107.87 will be based on a two phase program. Phase 1 is a pilot program and will involve final design of the typical conceptual retrofit repair details recommended in the Final Summary Report, followed by monitoring and evaluation of the constructed repairs to validate their performance under live load. For Phase 1, it is generally assumed that 2 prototypes of each typical repair detail will be included for each option recommended in the Final Summary Report. Following validation of the prototype repairs from Phase 1, Phase 2 will involve final design of production fatigue repairs which are intended to extend the service life of the bridge for an additional 15 years.

Proposers are advised that Structure No. W107.87 not only exhibits fatigue related damage, but it also requires strengthening of low rating members, repairs of deteriorated members due to corrosion, and climbing aids to improve safety access for bridge inspection personnel. As such, the scope of services for Structure No. W107.87 shall also compile, evaluate and prioritize the subject low rating members, deteriorated members and underbridge access challenges in order to provide a best value rehabilitation design that meets the construction budget.

Finally, Structure No. W107.87 recently underwent priority repairs to 5 select stringers, which were necessitated by localized corrosion and live load impact damage. The Consultant shall assess these priority repairs and recommend whether they are adequate for the anticipated 15 year remaining service life of the structure. Replacement repair designs shall be prepared if the priority repairs are deemed inadequate.

### Structure No. E107.88 – Chaplain Washington Memorial Passaic River Bridge

Structure No. E107.88 was constructed in 1952 and subsequently widened in 1971. It has 8 major pin and hanger assemblies at Piers 2S and 2N and 13 secondary pin and hanger assemblies at offset widening pier column positions. The major pin and hanger assemblies have seized and are no longer functioning as originally

designed. The secondary pin and hanger assemblies, with similar detailing, are also prone to seizing. All 8 major pin and hanger assemblies at Piers 2S and 2N shall be replaced as part of this project.

***Proposers are advised that final design for replacement of the major pin and hanger assemblies at Piers 2S and 2N of Structure No. E107.88 has been substantially completed by the Authority's General Consulting Engineer (GCE). The GCE Consultant will be responsible for all design and post-design phase services associated with the major pin and hanger replacement work, which will be delivered in the form of insert contract plan sheets, supplementary specifications and engineer's estimate for inclusion in Contract No. T100.436. The OPS T3642 Consultant will be responsible for leading the design coordination with the GCE Consultant to ensure completeness, accuracy and consistency of all work in the bid documents for Contract No. T100.436.***

Structure No. E107.88 requires strengthening of low rating members and connections, repairs of deteriorated members due to corrosion, and climbing aids to improve safety access for bridge inspection personnel, similar to Structure No. W107.87. As such, the scope of services for Structure No. E107.88 shall also compile, evaluate and prioritize the subject low rating members, deteriorated members and underbridge access challenges in order to provide a best value rehabilitation design that meets the construction budget.

Preliminary cost estimates for the repairs identified in this scope of services are expected to exceed the allotted construction budget. The Consultant shall prioritize all repairs for Structure Nos. W107.87 and E107.88 to remain within the current construction budget of \$21 Million. As a part of the Phase A design submission, the Consultant shall submit an inventory of all areas of work which are deemed warranted for repair. From this inventory, the Consultant shall offer recommendations for repairs to be performed on each bridge to meet the service life performance goals and remain within the budget. These recommendations shall be supported by narrative in the Phase A report that substantiates the rationale for excluding or including each repair type in the aforementioned inventory.

### **Project Background Materials**

- Fracture Critical Member (FCM) Phase 2 Risk Assessment - Fatigue Investigation of the Laderman Memorial Passaic River Bridge, Structure No. W107.87, April 2016.
- 2015 Biennial Inspection Report for Structure No. W107.87, April 2015.
- 9<sup>th</sup> Interim Inspection Report for Structure No. W107.87, December 19, 2016.
- 2014 Biennial Inspection Report for Structure No. E107.88, July 2014.
- GCE Consultant Design Submittal for Replacement of Pin and Hanger Assemblies at Piers 2S and 2N on Structure No. E107.88, December 2016.
- Select As-Built Contract Plans for Structure Nos. W107.87 and E107.88.

Project background materials will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Jean H. Laird, P.E. via e-mail at [laird@turnpike.state.nj.us](mailto:laird@turnpike.state.nj.us). The subject line should read "OPS No. T3642, Secure File Sharing Site Information."

### **Staff Qualifications**

The Consultant shall possess thorough knowledge and understanding of current structural design codes, standards, and industry practices associated with complex bridge analysis, load rating and design using structural modeling software; fatigue investigations; and structural health monitoring (SHM) techniques. Key project personnel shall have relevant training and experience demonstrating their expertise in the following.

- Fatigue analysis, structural retrofit design, and Load and Resistance Factor Rating (LRFR) load ratings of complex bridges.
- SHM system instrumentation and analysis of complex bridges with fracture critical elements.
- Preparation of construction contracts of this nature for major bridges carrying similar high volume expressway facilities, including maintenance and protection of traffic requirements and procedures.
- Knowledge of contractor's employment of equipment and manpower, together with production rates for scheduling the various repair operations.
- Construction engineering for establishing accurate cost data based on current construction techniques, scheduling and economic factors.
- The Project Engineer responsible for preparation of contract documents shall meet the following minimum qualification criteria: (1) 10 years of full time experience, acceptable to the Authority, involved in bridge rehabilitation projects, of which 5 years shall have been spent full time in the capacity of Project Engineer; and (2) registered as a Licensed Professional Engineer in the State of New Jersey.
- The Load Rating Team, made up of the Load Rating Engineer (LRE) and Load Rating Reviewer (LRR), shall meet the qualification criteria outlined in the Authority's current Load Rating Manual.

### **EOI Submission Requirements**

To be considered for these services, qualified firms or prequalified Joint Ventures need to submit 5 copies of their EOI, which must contain the following:

1. **Letter of Interest** not exceeding seven (7) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information.

**a. Experience of the Firm on Similar Projects**

Provide information on the firm and its sub-consultants' experience on similar projects.

The firm shall provide information on past projects which they have performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope actually performed by the firm and its relevance to the proposed assignment. It shall identify the 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.

**b. Experience of the Project Manager on Similar Projects**

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

**c. Project Engineer and Key Personnel's Qualifications and Relevant Experience**

The 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 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).

**d. Understanding of the Project and the Authority's Needs, and Reasonableness of Staffing Estimate**

Provide an explanation of the firm's understanding of the project and Authority's needs required for the successful completion of the assignment. Provide a summary of the firm's and its staff's qualifications, and state how they relate to the 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.

Understanding of the Project

The firm shall provide information to demonstrate that they fully understand the overall objective of the project 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. Firms should demonstrate specific first-hand knowledge of the location affected by the project and the long term effects the project has on the Authority, its patrons, or other relevant issues.

Understanding of the Authority's Needs

The firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the RFEI. The firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The firm should also

discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

Reasonableness of Staffing Estimate

The firm shall demonstrate through an attached estimate of work-hours the extent of work effort required to perform each primary task for the assignment as identified on the assignment staffing schedule issued with the RFEOL.

**e. Approach to the Project**

The 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 firm will use to schedule, manage and perform the required tasks within the scope of services and identify the key milestones and project's critical path. The firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The 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.

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

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

Commitment and Ability to Perform the Project

The firm shall discuss their 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.

Outstanding Work with the Authority

The firm shall discuss their 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 work load of the consultant 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.

**g. Commitment to Quality Management**

An affirmation of the firm's Commitment to Quality Management and Quality Assurance/Quality Control (QA/QC). The firm shall provide a written narrative that describes the firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The 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.

**h. Attainment of Small Business Enterprise (SBE) Participation Goals**

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI 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 Minority and Women Business Development/Department of the Treasury as a Small Business Enterprise.

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

2. An **Organization 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 Manager and each key Project Team Member**, (a maximum total of 7) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **Detailed Estimate of the Work-Hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein. The Staffing Estimate shall include all aspects of the work, covering Phase 1 Prototype and Phase 2 Production Repairs on Structure No. W107.87 and Conventional Repairs on Structure Nos. W107.87 and E107.88.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule shall be one page (11 x 17 fold out is acceptable).
6. A completed **Recent Authority Project Experience Form** (which is available on the Authority's website) identifying all Authority projects on which the consultant 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 consultant and for each subconsultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation Form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. 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, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**

9. A completed **Commitments of Proposed Project Staff Form** (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability Form** (which is available on the Authority's website) which 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 firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI.

This form shall be submitted for the prime consultants and subconsultants.

11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website) form. Stating the firm's intention to use SBE Certified firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran Form** (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure Form** (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2** (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available at: [http://www.state.nj.us/turnpike/documents/code\\_of\\_ethics.pdf](http://www.state.nj.us/turnpike/documents/code_of_ethics.pdf). By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

EOIs are limited to a total of fourteen (14) pages (single-sided), excluding a brief transmittal letter, Organization Chart, Estimate of Work-Hours, Project Schedule, Recent Authority Project Experience Form, Affidavit of Eligibility/Disclosure of Material Litigation Form, Disclosure Form - Outstanding Work with the Authority, Commitments of Proposed Project Staff Form, Certification of Staff Availability Form, SBE Form, Disclosure of Investment Activities in Iran Form, Vendor Source Disclosure Form, and Ownership Disclosure Form. Pages in excess of these requirements will not be considered. The information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets will be permitted for the project schedule.

Anything in excess of the 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 incomplete and may be rejected.

Expressions of Interest must be submitted no later than **2:00 PM on May 18, 2017**. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at the Consultant's risk.



Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Structures Design Section  
Jean H. Laird, P.E., Senior Project Engineer

Expressions of Interest transmitted via U.S. Mail should be addressed to:

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Design Section  
Jean H. Laird, P.E., Senior Project Engineer

#### **Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to Jean H. Laird, P.E., Senior Project Engineer, Structures Design Section, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [laird@turnpike.state.nj.us](mailto:laird@turnpike.state.nj.us) are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5393. **The deadline for inquiries is May 9, 2017.** The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's Internet website at <http://www.state.nj.us/turnpike/expressions-of-interests.html> under "Professional Services" on or before May 11, 2017. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

#### **Consultant Selection**

A consultant selection will be made from the EOIs that are received on time and are deemed complete. A Review Committee will evaluate the technical qualifications and experience of each firm and its project team, and will rank the firms. The evaluation and ranking of the EOIs will serve as a method by which to create a short list of firms most highly qualified to perform the project, who will receive requests for Technical and Fee Proposals.

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:

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	10	30
Project Engineer and Key Personnel's Qualifications and Relevant Experience	20	60
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

Following the review of the submitted EOIs, the Authority will request Technical and Fee Proposals from at least three (3) firms it deems the most qualified. All respondents will be notified at each stage of the EOI and RFP process, regarding their status.

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/EO 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), the P.L. 2005 c. 271 Vendor Certification and Political Contribution Disclosure Form (Rev: 02/07/2006 DPP c271 C&D) completed by each business entity all of which will be transmitted to the intended Awardee(s) by the Authority via mail or fax and are to be returned to the Authority within five (5) business days.

#### Order for Professional Services

Final OPS Documents shall consist of the Authority's Order for Professional Services (which is available on the Authority's website) and the selected firm's submitted Technical Proposal and Final Negotiated Fee Proposal.

Effective April 29, 2014 Consultants shall be required, at their expense, to provide ALL insurance coverages as more fully set forth in the applicable OPS Agreement (see OPS Agreement #4).

#### Traffic Permit

Proposers are advised that the Consultant must obtain (and have in its possession) a Traffic Permit, issued by the Authority's Operations Department, before the Consultant will be allowed to enter the Authority's right-of-way to perform any professional services hereunder. The Traffic Permit Application may be downloaded from the Authority's internet website at <http://www.state.nj.us/turnpike/> and requires the Consultant's signature agreeing to the Traffic Permit Indemnification and Waiver of Claims.

The OPS will not be entered into by the Authority unless the firm first provides proof of valid business registration in compliance with P.L. 2001, c.134 (N.J.S.A. 52:32-44). Pursuant to this law the firm is further notified that no subcontract shall be entered into by any firm under any OPS with the Authority unless the subconsultant first provides proof of valid business registration.

Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF/JHL/ms

**Attachments**

c: J. M. Keller, P.E.  
W. Wilson, P.E.  
J. H. Laird, P.E.  
Review Committee  
File

**ATTACHMENTS**

to the

Request for Expressions of Interest

Dated April 27, 2017

for

Order for Professional Services No. T3642

Design Services for Contract No. T100.436  
Rehabilitation of New Jersey Turnpike Passaic River Bridges  
Structure Nos. W107.87 and E107.88

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**SECTION I**  
**Prequalified and Eligible Consultants**

**Profile Code A092**

Advantage Engineering Associates, P.C.  
AmerCom Corporation  
Arora and Associates, P.C.  
Boswell Engineering  
CHA Consulting, Inc.  
Churchill Consulting Engineers, PC  
Dewberry Engineers Inc.  
Greenman-Pedersen, Inc.  
Hardesty & Hanover, LLC  
IH Engineers, P.C.  
Jacobs Engineering Group Inc.  
KMA Consulting Engineers, Inc.  
LiRo Engineers, Inc.  
Malick & Scherer, P.C.  
Michael Baker International, Inc.  
Mott MacDonald LLC  
Parsons Brinckerhoff, Inc.  
Pennoni Associates, Inc.  
Remington & Vernick Engineers  
SJH Engineering, P.C.  
STV Incorporated  
Taylor, Wiseman & Taylor  
The Louis Berger Group, Inc.  
TranSystems Corporation  
W.J. Castle P.E. and Associates P.C.

AECOM Technical Services  
Ammann & Whitney Consulting Engineers, P.C.  
Atkins North America, Inc.  
CDM Smith Inc.  
Cherry, Weber & Associates, P.C.  
D&B Engineers and Architects, PC  
Gannett Fleming, Inc.  
HAKS Engineers, Architects and Land Surveyors, PC  
HDR Engineering, Inc.  
Info Tran Engineers, PC  
Johnson, Mirmiran & Thompson, Inc.  
KS Engineers, P.C.  
LS Engineering Associates Corporation  
McCormick Taylor, Inc.  
Modjeski & Masters, Inc.  
NAIK Consulting Group, P.C.  
Parsons Transportation Group, Inc.  
PKB Engineering Corporation  
S&R Engineers, P.C.  
Stantec Consulting Services, Inc.  
T&M Associates  
Tectonic Engineering & Surveying Consultants P.C.  
Traffic Planning and Design, Inc.  
Urban Engineers, Inc.  
WSP USA Corp

## SECTION II

### Administrative and Agreement Information

#### **Professional Corporation**

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by N.J.S.A. 45: 8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A: 17-1 et seq.), are exempt from this requirement.

#### **Signatures**

Expressions of Interest, Technical Proposals and Fee Proposals 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 consultant in the preparation of their EOI.

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

If, at any time prior to receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's web-site as described herein.

#### **Acceptance of EOIs**

The Authority may award an OPS for these services to a firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal 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 the obligations of this EOI - Technical Proposal may result in cancellation of any OPS awarded by the Authority.

#### **Rejection of EOIs**

The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

#### **Final Contract**

Any OPS entered into with a selected Consultant shall be a contract that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional services agreement within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

### **Dissemination of Information**

Information included in this document or in any way associated with this project is intended for use only by the Consultant 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 the Consultant, except in replying to this EOI solicitation.

### **News Releases**

No news releases pertaining to this RFEIOI 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.

### **Public Records**

Any EOI or Technical Proposal submitted by a firm under this EOI solicitation constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, N.J.S.A. 47: 1A-1 et seq. The Consultant may request the Authority's General Counsel to deem certain sections of its EOI or Technical Proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.

## **SECTION III** **OPS Procurement and Project Schedule**

### **OPS PROCUREMENT SCHEDULE**

Posted .....	April 27, 2017
Deadline for Inquiries .....	May 9, 2017
Posted Responses to Inquiries .....	May 11, 2017
Submittal of Expressions of Interest .....	May 18, 2017
Request for Technical and Sealed Fee Proposals .....	June 6, 2017
Submittal of Technical and Sealed Fee Proposals .....	June 27, 2017
Notify Consultant of Need for Presentation/Interview (Approximate) .....	July 12, 2017
Presentation/Interview (If Requested) .....	July 19, 2017
Recommendation to Issue OPS .....	August 22, 2017
Design Notice to Proceed .....	September 19, 2017

### **DESIGN AND CONSTRUCTION SCHEDULE**

Work Plan .....	October 17, 2017
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### **Phase 1 Prototype Fatigue Repairs of Structure No. W107.87**

Structural Health Monitoring (SHM) Plan .....	October 31, 2017
Phase A Report .....	Not Required
Phase B Submission .....	November 21, 2017
Phase B Review Meeting .....	December 12, 2017
Phase C Submission .....	January 23, 2018
Phase C Review Meeting .....	February 13, 2018



Phase D Final Contract Documents .....	March 6, 2018
Issue Change of Plan into Ongoing Construction Contract (TBD).....	March 20, 2018
Construction with Sensor Monitoring.....	May 2018 – January 2019

**Phase 2 Production Fatigue Repairs of Structure No. W107.87 and Conventional Repairs of Structure Nos. W107.87 and E107.88**

Phase A Report for Phase 2 Production Fatigue Repairs of Str. No. W107.87 .....	March 19, 2019
Phase A Report for Conventional Repairs of Str. Nos. W107.87 and E107.88 .....	April 17, 2018
Phase A Review Meeting .....	April 9, 2019
Phase B Submission .....	July 23, 2019
Phase B Review Meeting .....	August 13, 2019
MPT Submission .....	September 24, 2019
MPT Review Meeting .....	October 15, 2019
Phase C Submission .....	November 19, 2019
Phase C Review Meeting .....	December 10, 2019
Phase D Final Contract Documents .....	January 21, 2020
Advertisement .....	February 18, 2020
Recommendation to Award Contract No. T100.436 .....	May 19, 2020
Notice to Proceed of Contract No. T100.436.....	July 2020
Construction of Contract No. T100.436 .....	July 2020 – July 2022

**SECTION IV**  
**Scope of Services**

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

**A. 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 Supplementary Specifications, Standard Drawings and the Authority's Design, Procedures and Load Rating Manuals (all are available on the Authority's website).
2. Complete bid and contract documents including the Plans, Supplementary Specifications and Engineer's Estimate, shall be prepared for this project. They shall consist of rehabilitation design and monitoring of the existing superstructures for Structure Nos. W107.87 and E107.88.
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 Authority'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 Request for Expression of Interest, or during preparation of the Expression of Interest, or Technical Fee Proposal,

any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible to make any resulting design changes without additional compensation.

## **B. PROJECT COORDINATION**

### **1. NJTA Coordination**

- a. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this Order for Professional Services (OPS). Early on, the Consultant will establish a means of coordinating and reporting its activities with the Authority's Liaison Engineer to ensure an expeditious exchange of information. NJTA shall be informed of all meetings with outside agencies, state and local government officials and/or groups one week in advance, so that NJTA personnel may attend if necessary.

The Consultant will be required to attend meetings throughout the duration of the OPS including but not limited to the project kickoff meeting, review meetings for key design submissions, hand-off meeting with NJTA's Construction Division, and post-bid and preconstruction meeting with the Contractor.

- b. The Consultant shall 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 kickoff meeting.
- c. The Consultant shall notify the Authority's Liaison Engineer 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 incurred above and beyond the authorized fee.
- d. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project 2003 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 in the Expression of Interest.

2. Other Agency Coordination

- a. The Consultant will be required to contact and meet with representatives of the Town of Kearny, City of Newark, Hudson County, Bergen County, NJDOT, railroads (Conrail, Amtrak, NJ Transit, PATH, etc.), utilities (Transco, fiber optic, PSE&G, telephone, cable, etc.) and other affected entities to review and determine all necessary project requirements, permits, utility orders, traffic control requirements and coordination.
- b. Preliminary MPT and Phase C contract documents shall be provided to each owner having jurisdiction, for their review and comment. The Consultant shall address any resulting comments and copy the Authority on pertinent correspondence.

3. Other Consultant Coordination

- a. Specific requirements regarding coordination with other consultants are detailed under Section C – Scope of Project.

C. SCOPE OF PROJECT

**Introduction**

This solicitation is for professional services required for final design of Contract T100.436, which will provide for superstructure repairs to the following two New Jersey Turnpike major bridges spanning the Passaic River in the City of Newark, Essex County and the Town of Kearny, Hudson County: Structure No. W107.87 – Laderman Memorial Passaic River Bridge and Structure E107.88 – Chaplain Washington Memorial Passaic River Bridge.

For Structure No. W107.87, the superstructure repairs are intended to extend the service life of the bridge until its anticipated replacement in approximately 15 years. For Structure No. E107.88, this project will complete remaining superstructure steel repairs which are required to restore the bridge to its as-reconstructed condition.

**Structure No. W107.87** has exhibited ongoing steel fatigue cracking since it was opened to traffic in 1970, despite the Authority's ongoing efforts to repair its fatigue-prone details under various contracts. The Authority recently completed a detailed study entitled Fracture Critical Member (FCM) Phase 2 Risk Assessment - Fatigue Investigation of the Laderman Memorial Passaic River Bridge, Structure No. W107.87, which examined progressive cracking and excessive vibration in the steel superstructure and made recommendations for retrofit strategies and monitoring. The study undertook a three part approach to gain a complete understanding of the bridge response to live loads, consisting of: (1) Design and construction of a Weigh-in-Motion (WIM) System which collected traffic data over a continuous 12 month period to quantify and classify the truck volumes and loads traversing the bridge; (2) Design and installation of a Structural Health Monitoring (SHM) System which monitored the superstructure response at 3 separate arrays; and (3) Development and calibration of a comprehensive Finite Element Model (FEM) which was utilized to develop conceptual retrofit repair details for the identified cracks. The results of this study were compiled in a Final Summary Report dated April 2016. The Final Summary Report includes recommended

repair details for 6 typical cracks found on the bridge, and also provides retrofit options which range from addressing only the 217 identified cracked locations to addressing all 2,701 fatigue-prone locations.

The scope of fatigue retrofit services for Structure No. W107.87 will be based on a two phase program. Phase 1 is a pilot program and will involve final design of the typical conceptual retrofit repair details recommended in the Final Summary Report, followed by monitoring and evaluation of the constructed repairs to validate their performance under live load. For Phase 1, it is generally assumed that 2 prototypes of each typical repair detail will be included for each option recommended in the Final Summary Report. Following validation of the prototype repairs from Phase 1, Phase 2 will involve final design of production fatigue repairs which are intended to extend the service life of the bridge for an additional 15 years.

Proposers are advised that Structure No. W107.87 not only exhibits fatigue related damage, but it also requires strengthening of low rating members, repairs of deteriorated members due to corrosion, and climbing aids to improve safety access for bridge inspection personnel. As such, the scope of services for Structure No. W107.87 shall also compile, evaluate and prioritize the subject low rating members, deteriorated members and underbridge access challenges in order to provide a best value rehabilitation design that meets the construction budget.

Finally, Structure No. W107.87 recently underwent priority repairs to 5 select stringers, which were necessitated by localized corrosion and live load impact damage. The Consultant shall assess these priority repairs and recommend whether they are adequate for the anticipated 15 year remaining service life of the structure. Replacement repair designs shall be prepared if the priority repairs are deemed inadequate.

**Structure No. E107.88** was constructed in 1952 and subsequently widened in 1971. It has 8 major pin and hanger assemblies at Piers 2S and 2N and 13 secondary pin and hanger assemblies at offset widening pier column positions. The major pin and hanger assemblies have seized and are no longer functioning as originally designed. The secondary pin and hanger assemblies, with similar detailing, are also prone to seizing. All 8 major pin and hanger assemblies at Piers 2S and 2N shall be replaced as part of this project.

*Proposers are advised that final design for replacement of the major pin and hanger assemblies at Piers 2S and 2N of Structure No. E107.88 has been substantially completed by the Authority's General Consulting Engineer (GCE). The GCE Consultant will be responsible for all design and post-design phase services associated with the major pin and hanger replacement work, which will be delivered in the form of insert contract plan sheets, supplementary specifications and engineer's estimate for inclusion in Contract No. T100.436. The OPS T3642 Consultant will be responsible for leading the design coordination with the GCE Consultant to ensure completeness, accuracy and consistency of all work in the bid documents for Contract No. T100.436.*

Structure No. E107.88 requires strengthening of low rating members, repairs of deteriorated members due to corrosion, and climbing aids to improve safety access for bridge inspection personnel, similar to Structure No. W107.87. As such, the scope of services for Structure No. E107.88 shall also compile, evaluate and prioritize the subject low rating members, deteriorated members and underbridge access challenges in order to provide a best value rehabilitation design that meets the construction budget.

Preliminary cost estimates for the repairs identified in this scope of services are expected to exceed the allotted construction budget. The Consultant shall prioritize all repairs for Structure Nos. W107.87 and E107.88 to remain within the current construction budget of \$21 Million. As a part of the Phase A design submission, the Consultant shall submit an inventory of all areas of work which are deemed warranted for repair. From this inventory, the Consultant shall offer recommendations for repairs to be performed on each bridge to meet the service life performance goals and remain within the budget. These recommendations shall be supported by narrative in the Phase A report that substantiates the rationale for excluding or including each repair type in the aforementioned inventory.

### **Bridge Descriptions**

Provided below are general descriptions of the subject two New Jersey Turnpike major bridges including key features crossed.

#### **Structure No. W107.87 – Laderman Memorial Passaic River Bridge**

Structure No. W107.87 is the largest structure on the New Jersey Turnpike's Westerly Alignment, carrying the northbound and southbound Mainline Roadways, with an overall length of 7,294' and width of 108'. It was originally constructed from 1968 to 1970 under Contract Nos. W1503, W1504, W1505, W1506, W1507 and W1508 as part of the 1969 Widening Program. The northbound and southbound roadways are supported by 51 spans of parallel independent superstructure, which in turn are supported by a common substructure. There are 46 spans of varying configurations which are categorized as Fracture Critical, with their girders or transverse cross girders representing the Fracture Critical Members (FCMs). The remaining 5 spans are typical parallel multi-girder type superstructures. The framing of the 51 spans is comprised of the following types.

Spans 20S to 10S	South Approach Spans	Twin structures, with simply supported multi-girders that frame into FCM transverse cross girders.
Spans 9S to 3S	South Approach Spans	Twin structures, with simply supported FCM girder-floorbeam-stringer spans that bear on concrete bent piers.
Spans 2S to 2N	Main River Spans	Twin structures, 3-span continuous FCM girder-floorbeam-stringer unit, with girder-floorbeam-stringer suspended flanking spans, each with one end that bears on concrete bent piers.
Spans 3N to 14N	North Approach Spans	Twin structures, with simply supported FCM girder-floorbeam-stringer spans that bear on concrete bent piers.
Spans 15N to 19N	North Approach Spans	Twin structures, with simply supported multi-girders

that bear on concrete bent piers. (Redundant spans)

Spans 20N to 30N	North Approach Spans	Twin structures, with simply supported multi-girders that frame into FCM transverse cross girders.
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Structure No. W107.87 is typically configured for three lanes of Mainline through traffic in each direction. Travel lanes are 12'-0" wide, the left shoulders are 1'-8" wide, and the right shoulders are typically 12'-0" wide. However, the northbound roadway width flares wider at the north approach at Span 20N, where a fourth northbound lane begins for a deceleration ramp to Interchange 15W; the southbound roadway width gradually narrows from Span 30N to Span 21N in order to accommodate the gore area and acceleration lane for the on-ramp from Interchange 15W.

The superstructure is made up of welded and bolted weathering steel, and many of the existing welded connections and details are considered to be the most vulnerable fatigue sensitive details, namely Categories E, E', and F, based on current AASHTO LRFD Bridge Design Specifications. The multi-girders in Approach Spans 20S through 10S and 15N through 30N are composite construction. The members in Approach Spans 9S through 14N (girder-floorbeam-stringer spans) are non-composite construction.

In addition to spanning the Passaic River, Structure No. W107.87 spans active passenger and freight railroads, utilities and local roads including the AMTRAK Northeast Corridor Line; NJ Transit's Morris and Essex Line and Yard Leads; PATH; Conrail/CSX/NS Freight Mainline and Yard Leads; U.S. Truck Route 1 & 9 and Raymond Boulevard; Newark-Jersey City Turnpike; Interchange 15E Ramps; Interchange 15W Ramp TNE; PSE&G Yard and Roads; Essex County Resource Recovery Facility Roads; and various overhead and underground utilities. Near its southern terminus, the bridge passes underneath the Pulaski Skyway.

Structure No. W107.87 has undergone extensive repairs since its original construction and widening, including modification and repairs to the deck and wearing surface, structural steel, drainage system, substructure, paint system, roadway lighting, navigation lighting, and fender system.

#### Structure No. E107.88 - Chaplain Washington Memorial Passaic River Bridge

Structure No. E107.88 carries the northbound and southbound Mainline Roadways on the New Jersey Turnpike's Easterly Alignment, with an overall length of 6,948' and width of 104'. It was originally constructed in 1952 under Contract Nos. 5, 14, 20, 47A, 48 and 55 and subsequently widened under Contract Nos. W772A & B, W781, W783-5 and W784 as part of the 1971 Widening Program. underwent further rehabilitation in 2005-2008 under Contract Nos. R-1393A and R-1393B which reconstructed the original concrete deck and median barrier, replaced the bearings for seismic retrofit and lowered the spans in the vicinity of the Pulaski Skyway to provide for full-width shoulders in each direction. The northbound and southbound roadways are supported by a single structure made up of 48 spans. The framing of the 48 spans is comprised of the following types.

Spans 21S to 3S	South Approach Spans	The original girders are simply supported that bear on concrete pier bents/columns. The widening
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girders are similar to the original structure, except that additional pin and hanger assemblies were used at locations where new pier columns were offset due to ground interferences.

Spans 2S to 2N      Main River Spans

3-span continuous FCM girder-floorbeam-stringer unit girder-floorbeam-stringer suspended flanking spans, each with one end that bears on concrete bent piers.

Spans 3N to 26N      North Approach Spans

The original girders are simply supported that bear on concrete pier bents/columns. The widening girders are similar to the original structure, except that additional pin and hanger assemblies were used at locations where new pier columns were offset due to ground interferences.

The original painted steel superstructure of Structure No. E107.88 consists of a riveted two-girder and floorbeam system supporting multiple roadway stringers. The widened superstructure consists of fascia girders supported on new individual pier columns, together with floorbeam extensions and cantilever brackets. All structural steel in the widening is constructed of weathering steel with bolted and welded connections. All 48 spans of the original and widened structure are categorized as Fracture Critical, with their girders representing the Fracture Critical Members (FCMs). The eight major pin and hanger assemblies at Hinges 2S and 2N and the thirteen secondary pin and hanger assemblies at offset widening pier column positions have been retrofit with auxiliary support beams to provide redundancy. The structure contains fatigue sensitive details (Categories D, D', and E), based on current AASHTO LRFD Bridge Design Specifications.

In addition to spanning the Passaic River, Structure No. E107.88 spans active passenger and freight railroads, utilities and local roads including the AMTRAK Northeast Corridor Line; NJ Transit's Morris and Essex Line and Yard Leads; PATH; Conrail/CSX/NS Freight Mainline and Yard Leads; U.S. Truck Route 1 & 9 and Raymond Boulevard; Newark-Jersey City Turnpike; interchange and utility access ramps; and various overhead and underground utilities. Near its southern terminus, the bridge passes underneath the Pulaski Skyway.

Structure No. E107.88 has undergone extensive repairs since its original construction and widening, including modification and repairs to the deck and wearing surface, structural steel, drainage system, substructure, paint system, and roadway lighting.

### **Scope of Work Description**

The services to be provided for this OPS shall include but not be limited to the following items of work.

1. Existing Documents and Conditions. The Consultant shall visit the Authority's office as required to obtain and review existing available contract drawings, shop drawings, right of way plans, bridge inspection reports and other pertinent documents. The Consultant shall also perform initial site visits to both bridges which shall primarily involve the use of high powered binoculars from the ground.
2. Field Inspection. The Consultant shall perform a limited field inspection of both bridges, in order to verify and quantify typical steel defects, and incorporate the inspection findings into final design of the subject repairs. The field inspection at each typical defect location shall be close-up and hands-on in nature, i.e. beyond the level of detail associated with biennial inspections, in order to collect and document sufficient detail for the design of economical and constructable repairs.

The latest final biennial inspection report for each bridge is being included in the Project Background Materials for this solicitation. Proposers are advised that Structure No. W107.87 is due for its next biennial inspection in 2017 under OPS No. A3575. Field work is scheduled to commence in April 2017 and be completed by September 2017, and draft biennial inspection report is scheduled to be submitted in early 2018. Also, Structure No. E107.88 received its latest biennial inspection in 2016 under OPS No. A3575, and the draft inspection report is scheduled to be submitted in May 2017. The successful Consultant for this assignment will be given read-only access to the latest inspection findings uploaded to the Authority's Bridge Inspection and Management System InspectTech for both bridges. These latest available biennial bridge inspection reports, together with other Project Background Materials, shall serve as the primary basis for developing the scope of field inspection.

Initial site visits shall be made to each bridge to establish accessibility to the superstructure and document current site constraints. The field inspection is expected to require the use of ladders, underbridge inspection equipment and/or manlifts. The Consultant shall ascertain the need for this equipment, identify the specific equipment to be used, and the locations where it is proposed to be used.

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 #1 Repair Procedures. These conditions include, but are not limited to: bearing collapse; main structural member failure; pier scour; accident damage; deck failure; haunch or underdeck fractures and/or sign structure deficiencies over travel lanes that pose a hazard to motorists.

3. Railroad Coordination/Protection. Both bridges span over heavy rail and transit lines owned and operated by NJ Transit, Amtrak, Conrail and PATH and others. The Consultant shall coordinate with all impacted railroad companies to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. All pertinent requirements of the railroad companies to facilitate the work at these locations shall be incorporated into the final contract documents for this project.



*The OPS T3642 Consultant shall be fully responsible for coordinating all work in Contract No. T100.436 with the impacted railroads, including the E107.88 major pin and hanger replacement work designed by the GCE Consultant.*

4. Utility Coordination/Protection. Existing utilities are present below and adjacent to the structures, in the underdeck area and within the project work limits including roadway lighting, communication cable, NJTA Fiber Optic Cable, PSE&G gas lines, Transcontinental Gas Company gas lines, catenary lines from railroads, and other utilities. The Consultant shall identify all utilities in the project area and coordinate with the utility owners to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. All requirements of the utility companies to facilitate the work at these locations shall be incorporated into the final contract documents for this project. All facilities (conduits, junction boxes, etc.) considered abandoned, non-functional or deleterious to the newly rehabilitated structure shall be removed.
5. Right-of-Way. The Consultant shall coordinate with all adjacent property owners in the vicinity of the structures to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. The Consultant shall review existing and available right-of-way documents and assess the locations for potential construction staging yards and access. The final contract documents shall include potential access to work areas and staging areas.
6. Permits. Environmental permits are not anticipated to be required for the scope of work in this project. It is assumed that all construction work activities will be performed without disturbing ground vegetation, coastal and freshwater wetlands, waterways and other environmentally sensitive areas, by accessing the work areas with underbridge access vehicles and/or temporary work platforms suspended from the superstructures. If the Consultant determines that the work will impact environmentally sensitive areas which will necessitate permitting, they shall immediately notify the Authority.
7. Maintenance and Protection of Traffic (MPT) and Construction Access. The Consultant shall design and detail appropriate shoulder and lane/roadway closure details for the purposes of providing the Contractor access to perform the required work from the top of Turnpike Mainline roadways, as required. This work shall also include coordination with NJTA Operations, as well as NJDOT, Essex and Hudson Counties, the City of Newark and the Town of Kearny for any local MPT required below the structures.

MPT shall be designed in accordance with the criteria outlined in NJTA's Design Manual and Manual for Traffic Control in Work Zones. Traffic protection plans and cross sections shall be developed for each construction stage showing placement of traffic protection devices, temporary lane configurations, and line striping changes. All final Maintenance and Protection of Traffic Plans and Specifications must meet the approval of the Authority's Operations Department.

*The OPS T3642 Consultant shall be fully responsible for integrating the MPT plans and specifications designed by the GCE Consultant for the E107.88 major pin and hanger replacement work into Contract No. T100.436.*

The minimum desirable temporary lane width shall be 11'-0" where feasible.

The final design documents shall provide for the MPT being performed by the Contractor, and shall include placing, maintaining, patrolling and removing lane and shoulder closings. Signs, sign stands and traffic cones will be supplied by the Contractor. Arrow boards, variable message signs and truck mounted attenuators (TMAs) shall be furnished, operated and maintained by the Contractor.

The contract documents shall define the availability of lane closing times, including allowable lane closing hours during the week and over weekends, starting and ending point locations for lane detours, lane closings and line striping tapers for each construction stage and work zone as deemed permissible by NJTA Operations during the design process, so that the Contractor is made fully aware of access restrictions for this project. MPT and construction staging shall be coordinated with any concurrent contracts in the project area.

Following the Phase B Submission and Review, the Consultant shall prepare an MPT Submission including preliminary traffic control plans, complete MPT specifications and appendices, a preliminary construction schedule with backup computations and a draft Constructability Review Report by qualified construction personnel. The MPT submission shall be 95% MPT design complete for review by NJTA Engineering and Operations.

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, allowable primary and supplemental lane closing hours and details and durations of the construction staging.

A meeting will be scheduled with NJTA Operations for review. MPT Review Comments shall be addressed for the Phase C submission as indicated in the design schedule.

8. Temporary Shielding/Catch Protection. The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, railroad facilities, right-of-way or property of others, and facilities beneath the work site. The catch system for both bridges shall be clearly delineated on the contract drawings.
9. Design of Superstructure Rehabilitation.
  - a. Phase 1 - Prototype Fatigue Repairs of Structure No. W107.87

Utilizing the conceptual retrofit details in the Final Summary Report dated April 2016, the Consultant shall develop final contract documents for fatigue crack mitigation details. Due to the labor-intensive construction and access costs associated with performing all of the repairs recommended in the Final Summary Report, the main goal of Phase 1 is to validate the performance of the prototype repairs in advance of the full production repairs being performed in Phase 2. Phase 1 will involve the use of crack propagation sensors at select prototype repair

locations, similar to the Electrochemical Fatigue Sensors (EFS) used on Structure No. E112.95A under Contract No. T100.275.

The detailed CSiBridge models prepared for the Fracture Critical Member (FCM) Phase 2 Risk Assessment of Structure No. W107.87 will be made available to the successful Consultant for their reference and use in this assignment. If the successful Consultant elects to use the detailed CSiBridge models, they will be responsible for verifying the accuracy and validity of the subject models prior to their use.

Final design of the prototype repairs shall include 2 repair options for each of the repair types listed in the Final Summary Report, except for the X-Brace retrofit for stringers at cross-girder connection. The X-Brace retrofit for stringers shall be installed across the entire bridge width, as detailed in the report, at both ends of one span (28 X-Brace locations total). The total number of remaining prototype repairs will be 26, which is based on 13 remaining repair types at 2 locations. The Consultant shall consider ease of access when selecting the repair locations.

Proposers are advised that the final contract documents for Phase 1 will be incorporated via Change of Plan into an ongoing construction contract, to be determined by the Authority. The Consultant shall include hours in their Staffing Estimate and Fee Proposal for coordinating this Phase 1 work through the Change of Plan procedure and for providing construction support services.

Structural Health Monitoring during Phase 1. The Consultant shall provide all services associated with structural health monitoring (SHM) of the Phase 1 retrofit repairs installed on Structure No. W107.87. The Authority anticipates using crack propagation sensors at the prototype repair locations for an estimated duration of several months. The crack propagation sensors shall be similar in technology to the Electrochemical Fatigue Sensors (EFS) used on Structure No. E112.95A under Contract No. T100.275 (see <http://metal-fatigue-solutions.com/electrochemical-fatigue-sensor-efs>). However, Proposers may recommend a different SHM technology in their EOI, provided that they fully explain the associated advantages such as improved data collection, cost savings, and reduction in monitoring time/project schedule.

Sensors must have minimal power requirements and minimal (no to low) on-site maintenance requirements. The Consultant shall not rely on the temporary power supply for the SHM system installed several years ago for the "Fatigue Investigation of the Laderman Memorial Passaic River Bridge". Instead, the Consultant will be fully responsible for furnishing independent power sources such as solar or battery to provide a reliable power source for all sensor equipment.

The Consultant shall prepare a SHM Plan for instrumentation and monitoring of the Phase 1 retrofit repairs which shall include locations and details of sensors and instruments, as well as the manufacturer's name and type. The SHM Plan shall be submitted to the Authority for review and approval prior to its implementation. Once the SHM Plan is approved by the Authority, the Consultant shall procure the recommended instrumentation and monitoring services from qualified vendors. Monitoring system suppliers shall have a minimum of five years of experience furnishing

SHM systems of similar complexity. They shall have an integrated installation capability that is appropriately insured, bondable and experienced with the installation of structural monitoring solutions on bridges.

Proposers are advised that there are no exclusions in teaming arrangements between the Consultant, subconsultants and SHM vendors for this project. Furthermore, Proposers shall clearly describe their teaming arrangement and define the individual roles of all key project participants in their EOI.

The cost of furnishing, installing, maintaining, repositioning and removing any and all monitoring systems along with any necessary technical support provided by the system vendor will be considered part of this OPS. Additionally, any MPT or special access equipment necessary to perform the instrumentation and monitoring will be the responsibility of the Consultant. For the purposes of responding to this RFEIO, Consultants shall estimate the effort to identify, procure, manage and coordinate the work described herein. Shortlisted firms will be required to include a detailed estimate of all direct expenses associated with the SHM work in their Fee Proposal.

As noted in the Design and Construction Schedule for Phase 1 Prototype Fatigue Repairs, the Phase B through D submissions shall be made in accordance with the Authority's Procedure Manual.

b. Phase 2 - Production Fatigue Repairs of Structure No. W107.87

Utilizing the data collected from the Phase 1 monitoring program, the Consultant shall submit a Phase A Report which summarizes the results and provides an assessment, estimate construction costs, and prioritized recommendations for Phase 2 production repairs that meets the required budget established by the Authority.

As noted in the Design and Construction Schedule for Phase 2 Production Fatigue Repairs, the Phase B through D submissions shall be made in accordance with the Authority's Procedure Manual, and shall be made concurrently with the Structural Steel Strengthening and Repairs noted below.

c. Conventional Repairs of Structure Nos. W107.87 and E107.88

Rehabilitation of the existing structures shall be designed in accordance with NJTA's Design Manual, including the standards and guidelines established for the evaluation of existing members and the design of new members.

The rehabilitation shall include localized structural steel repairs where fatigue or heavy deterioration exists, including but not limited to crack repairs, member strengthening, replacement of existing fasteners with high strength bolts, and limited repainting. The Consultant shall make recommendations regarding the need for strengthening or replacing structural members to attain compliance with the performance goals of the project.

The Consultant shall use the latest available Biennial Bridge Inspection Reports, Interim Inspection Reports, and Load Rating Files and Reports as the primary basis for preparing the scope of conventional structural steel repairs. For the purpose of estimating an appropriate level of effort for this task, the Consultant shall assume that a close-up hands-on inspection will be performed only at those locations with known structural deficiencies, in order to verify and quantify deficiencies for detailed repair design.

The Consultants shall be responsible to compile, assess, estimate construction costs, and prioritize deteriorated members and members with low rating capacity in order to provide a rehabilitation design that meets the construction budget established by the Authority. This work includes effecting repairs to both structures in order to maintain a State of Good Repair for the foreseeable future for Structure No. E107.88, and to enable Structure No. W107.87 to remain in service for an additional 15 years until its anticipated superstructure replacement. The compiled and prioritized list shall be submitted with the Phase A report.

As noted on the Design and Construction Schedule for the Structural Repairs, the Phase B through D submissions shall be made in accordance with the Authority's Procedure Manual, and shall be made concurrently with the Phase 2 Production Fatigue Repairs noted above.

i. Scope of Conventional Repairs of Structure Nos. W107.87 and E107.88

For Structure No. W107.87, the work shall include repairing steel members and connections exhibiting significant section loss in critical areas, as well as reinforcing steel members that yield as-inspected rating factors less than 1.00 for the AASHTO legal load vehicles (Types 3, 3S2 as modified by NJDOT and 3-3, and Types SU4, SU5, SU6, SU7, Lane Type Legal Load, EV2 and EV3). Legal load ratings are currently not available for the Emergency Vehicle Types EV2 and EV3. Therefore, legal load ratings shall be performed for all primary members of this structure to include the EV2 and EV3 legal load ratings, such that members can be properly identified for repairs. Repairs shall be effected to restore the live load carrying capacity back to the AASHTO legal loads noted above at a minimum, in order to maintain structural integrity and avoid load posting of this major structure on the Westerly Alignment.

For Structure No. E107.88, repaired members shall be designed to achieve an HL-93 Operating rating factor greater than 1.00. In addition, legal load ratings shall be performed for all primary members of this structure to include the Emergency Vehicle Types EV2 and EV3. Any members which yield EV rating factors less than 1.00 shall be strengthened to provide a legal load rating factor greater than 1.00. Designing repaired members for the HL-93 Inventory Limit State (Inventory = LRFD design) will be evaluated as work is progressed and may be recommended where this additional strength level can be achieved for an incremental cost increase considered acceptable to the Authority. For both structures, as-repaired load ratings will be required for all strengthened members, and shall be performed in accordance with the Authority's current Load Rating Manual..

The preliminary list of conventional repairs is summarized for each bridge as follows. Proposers are advised that this preliminary list does not include potential steel superstructure repairs based on the EV2 or EV3 legal load ratings described above. The Consultant shall be responsible for confirming the final list of repairs recommended in the Phase A Report, based on the latest available inspection findings.

Structure No. W107.87

- Strengthening and repairs of Cross Girder at Pier 13S (due to low load ratings)
- Strengthening and repairs of Girder G4 in Span 3S (due to significant section loss)
- Strengthening and repairs of stringers in Main Span and Approach Spans 7S, 5S-2S, 2N, and 4N-6N (due to low load ratings)
- Repairs of Girder G1 and G4, bottom of web and stiffeners, below square deck hatches in the southbound (G1) and northbound (G4) directions at approximately 20 locations (due to significant section loss)
- Repairs of stringer ends, bottom flange and bottom of web, at approximately 35 locations (due to significant section loss)
- Repairs of girder ends, bottom of web and stiffeners, at 35 locations (due to significant section loss)

Structure No. E107.88

- Strengthening and repairs to 1971 Widening Floorbeams at approximately 8 locations (due to low ratings)
- Bracing repairs at approximately 43 floorbeam locations (due to low ratings - floorbeams not braced at midspan)
- Strengthening and repairs of select stringers, girders, and connections (due to low ratings)
- Repairs to floorbeams at approximately 122 locations (due to significant section loss)

ii. Inspection Access Upgrades at Structure No. W107.87

The Consultant shall assess the need to perform upgrades for improved inspection and maintenance access at certain FCM locations on Structure No. W107.87. The Consultant shall coordinate with the Authority's GCE regarding specific requirements for this work, estimate the construction costs, and prioritize in the Phase A report for inclusion in Contract No. T00.436. The preliminary scope of work is as follows.

- Catwalk improvements to comply with Public Employees Occupational Safety and Health Act (PEOSHA) requirements.
- Installation of safety line and other climbing aids at Girders G1 and G4 between Piers 2S and 2N; at the skewed steel piers / box girders at Piers 4N, 11S, 8S, 9S, and 10S; and at the underside of the deck joints between Piers 8S and 19N.

iii. Cleaning of Drainage Troughs and Piping at Hinges 2S and 2N of Structure No. E107.88

The Consultant shall assess the need to clean existing drainage troughs and piping at Hinges 2S and 2N of Structure No. E107.88. The work shall include removal of the elastomeric trough and debris, and reinstallation of the drainage trough in conjunction with the major pin and hanger replacement at these locations. The Consultant shall estimate the construction costs for this work, and prioritize in the Phase A report for inclusion in Contract No. T00.436.

iv. Replacement of Auxiliary Pin and Hanger Assemblies of Structure No. E107.88

The Consultant shall assess the need to replace the auxiliary pin and hanger assemblies on the approach spans of Structure No. E107.88 at Girders G1 and G4 at Piers 19S, 12S, 10S, 9S, 4N, 19N, 22N, 23N and 26N. The Consultant shall coordinate with the Authority's GCE regarding specific requirements for this work (which is similar in nature to the major pin and hanger replacements at Hinges 2S and 2N), estimate the construction costs, and prioritize in the Phase A report for inclusion in Contract No. T00.436.

10. Project Constructability. The Consultant shall identify, investigate and address constructability requirements during each phase of final design. Alternative analyses and preliminary and final design details shall encompass constructability issues including current construction techniques, contractor staging areas, material disposal sites, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, and production rates.

The individuals performing the Constructability Review shall not be members of the design team and shall instead be independent construction personnel who are familiar with bridge and heavy highway construction, material lead times, weather impacts and project scheduling. A key element of the Constructability Review Report is a letter report document identifying the findings and recommendations of the objective reviewers.

***The Constructability Review performed by the OPS T3642 Consultant shall NOT include the E107.88 major pin and hanger replacement work designed by the GCE Consultant.***

Construction Cost Estimates shall be provided with each Phase Submission. A preliminary Construction Schedule with backup computations and draft Constructability Review Report shall be provided with the MPT Submission. The draft final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Phase Submission. The final Constructability Review Report shall be submitted with the Phase D Submission.

**D. SPECIFIC REQUIREMENTS, CONDITIONS and SUBMISSIONS**

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedure Manuals or as revised below.

1. Work Plan The Consultant shall review existing as-built plans, reports and design publications/manuals to develop a work plan and detailed schedule for this OPS. The work plan shall discuss the proposed design/analysis methods and standards, confirmation of each bridge analysis required, material investigations, analysis approach and proposed submissions with proposed submission schedule.
2. Structural Health Monitoring (SHM) Plan (12 copies). The Consultant shall prepare a SHM Plan for instrumentation and monitoring of the Phase 1 retrofit repairs which shall include locations and details of sensors and instruments, as well as the manufacturer's name and type. The SHM Plan shall be submitted to the Authority for review and approval, prior to procurement of the recommended instrumentation and monitoring services from qualified vendors.
3. The Phase A Report Submission (12 copies) shall include the Consultant's inspection findings, evaluations, prioritizations and recommendations for all aspects of the project scope, including outside agency/railroad permit requirements. The Phase A construction cost estimate shall include considerations for access, 20% contingency at this phase, 20% markup for MPT (unless a detailed estimate is provided) and a 15% markup for construction supervision.

Preliminary LRFR load ratings shall be prepared and compiled in a Load Rating Report for each structure. The preliminary Load Rating Reports shall be appended to the Phase A Report Submission, and include updated ratings for the Emergency Vehicle Types EV2 and EV3 for all members previously load rated. All load rating work, including final deliverables, shall be performed in accordance with the Authority's current Load Rating Manual.

4. The Phase B Submission (12 copies) shall consist of 60% complete contract plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted.
5. The MPT Submission (12 copies) shall consist of MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report.
6. The Constructability Review Report (12 copies) shall be submitted with the Phase C Submission, providing for construction feasibility and a construction schedule based on work restrictions over railroads and waterways, local requirements, MPT and weather. It shall also address the construction schedules between Contract No. T100.436 and other concurrent contracts.
7. The Phase C Submission (12 copies) shall consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs by stage. The Consultant shall also submit 2 copies of the Lane Occupancy Charge (LOC) report based on the Authority provided spreadsheet calculator, if required. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.

Also, in accordance with Section 2.2 of the Authority's Design Manual, final updated load ratings using LRFR methodology shall be included in the Phase C Submission for both structures. The updated load ratings shall be provided for only those members affected by this contract, such as repaired members, strengthened members, or members undergoing a change in loading. The updated load ratings shall be performed in accordance with the Authority's current Load Rating Manual.



8. The Phase D Submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, 1 set of full size drawings, 5 sets of half size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
9. The Consultant shall submit electronic copies of the final contract documents on a CD or DVD. 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 Contract Management Software (CapEx/BidX). The Consultant shall also submit all reference drawings on a separate CD or DVD which will be provided to NJTA Engineering's Construction Division at the project hand-off meeting.
10. Two sets of full size Phase D plans, specifications and cost estimate shall be transmitted to the GCE Consultant under separate cover at the same time.
11. For the Phase D submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract (download at <http://www.state.nj.us/turnpike/FiberFOD.pdf>).
12. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit and Post-Construction Program Design Checklist for Individual Projects with the Phase D submission.
13. The Consultant shall prepare the construction cost estimate and construction schedule including interim and final completion dates; prepare any required addenda; attend the bid opening, post-bid meeting and preconstruction meeting; review bids; and recommend award or rejection of the low bid. A time scaled barchart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.
14. The Consultant will be responsible for providing Post Design Services as described in the Authority's Procedures Manual. It is specifically noted that the Consultant shall respond to RFIs during both pre-bid and post-bid periods, prepare a Contract-Specific Material Acceptance Criteria Matrix (Exhibit 3-9), and review shop drawing submittals in accordance with Section 3.4.6 of the Procedures Manual. Shop and working drawings, together with submittal dates, shall be listed in Subsection 104.08 of the Supplementary Specifications together with their submittal dates if required.
15. The Consultant will be required to attend a project hand-off meeting and prepare required materials, such as a hand-off report, to inform the Authority's construction staff of the key components of the contract prior to construction. Additionally, participation in contract progress meetings at the final inspection will be required. Construction supervision services are not included in this assignment.
16. All reports and phase document submittals shall also include an electronic copy (PDF) to be submitted via email, FTP, CD, etc.
17. The Consultant shall make an allowance in the amount of **1,000 hours** for Construction Consultation Services for Contract No. T100.436 in their Expression of Interest. These hours shall be provided to assist the Authority in resolving any design related issues that may arise and to review alternative methods or materials proposed during the construction phase of the project,

18. As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, which are necessary to advance the design which cannot be completely identified or quantified at this time in order to fully support the Authority without undue delays, the Consultant shall make an allowance in the total amount of **5,000 hours** for Unanticipated Services in their Expression of Interest. The hours shall be distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing. It includes but is not limited to preparation of exhibits, consultation with the Authority's financial advisors, review of the Authority's Design Manual and Standard Drawings, or any other engineering studies or analyses that may become necessary.
19. Coordination will be required with the GCE Consultant to incorporate the major pin and hanger replacement work on Structure No. E107.88, together with other concurrent construction contracts being progressed by the Authority and other owners. For the purpose of estimating an appropriate level of effort, the Consultant shall make an allowance of **500 hours** for Project Coordination in their Expression of Interest.

#### E. MISCELLANEOUS

1. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the New Jersey Turnpike Authority including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer 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. The Engineer will be required to sign a Fiber Optic Cable Certification form (download at [www.state.nj.us/turnpike/FiberFOD.pdf](http://www.state.nj.us/turnpike/FiberFOD.pdf)) attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract.
2. The specifications shall state that 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.
3. The Consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
4. The Consultant shall prepare and obtain all necessary permits (including any environmental permits) required in the design phase. The Consultant shall identify and list all necessary permit requirements in the Phase A submission. The Authority will pay for the application fees for the permits.

#### F. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the latest editions of the Authority's Design Manual, Procedures Manual, and the 2016 Standard Specifications. The Consultant shall provide data for entry into the Authority's Contract Management Software (CapEx/BidX) related to the engineer's estimate at time of construction bidding.
2. All plan, profile, section and detail presentations shall be to scale in accordance with the Authority's Procedures Manual. A separate estimate of quantity table with quantities broken down by construction stage shall be shown on the Construction Plan Sheet.

3. All printing of contract bid documents will be performed by the Authority. Phase review documents, as outlined in the NJTA Procedures Manual and amended herein must be prepared by the Consultant. All reports and submissions shall be bound with the exception of one (1) unbound copy of supplementary specifications at Phase D.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under his Order for Professional Services.
7. The Consultant shall secure all necessary permits and flagging services, and post all required insurance with railroads and any utilities.
8. 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 on rewritable CD. The CD shall be the CD-RW format. The CAD files shall be delivered in a 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 "NJTA-Design Guide for the Development of CADD Files." The current document may be viewed and downloaded from the Turnpike Authority's website on the Internet at [http://www.state.nj.us/turnpike/NJTA&GSP\\_CAD\\_Standards2.pdf](http://www.state.nj.us/turnpike/NJTA&GSP_CAD_Standards2.pdf). 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. Pdf file shall be provided in the CD-RW.
9. The Consultant shall obtain a Traffic Permit prior to performing any work on the Authority's right-of-way.
10. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
11. The Consultant shall provide traffic control in accordance with the current edition of the New Jersey Turnpike Authority Manual for Traffic Control in Work Zones, for bridge inspection work along the New Jersey Turnpike and Garden State Parkway. The Consultant shall also provide traffic control on local and state roads in accordance with the governing agency's requirements. **The Consultant shall not rely exclusively on State Police-assisted slowdowns, and instead shall assume that availability for slowdowns will be limited. Under the Approach to the Project Section of the Expression of Interest, the Consultant shall include an estimate for the duration and quantity of shoulder and lane closings for this OPS.** No shoulder or lane closings on the New Jersey Turnpike will be approved until the Consultant, its subconsultants, and its subcontractors view the Authority's Traffic Safety Training video on lane closing procedures. Reimbursement for furnishing traffic control devices and shoulder/lane closings will be made as a direct expense.

12. Lane closings on local roadways and shoulder closings necessary for the field work shall be provided and maintained by the Consultant and conform to applicable Standard Drawings. Lane and shoulder closings may not be possible at all times due to conflicts with ongoing higher priority construction or maintenance work in certain areas. The Consultant shall utilize all available Maintenance and Contractor installed closings, where possible. This will require close coordination and contact with the Authority's Operations Department. Lane and shoulder closing requests, as well as slowdown requests, shall be submitted on a prescribed form to the Authority, one week in advance of the desired closings (by Monday, 12:00 PM), and shall conform to the Authority's Lane and Shoulder Closure Tables in the Manual for Traffic Control in Work Zones.
13. Any short duration shoulder closings necessary for the inspection work shall be provided and maintained by the Consultant. Short duration shoulder closings shall be installed for a maximum duration of 30 minutes, and are restricted to cursory top of deck surveys and underdeck and pier top inspections. Short duration shoulder closings shall conform to Standard Drawing No. TP-8.
14. All inspection work shall be performed behind guard rail or other existing roadside barriers, where feasible. Where work must be conducted in a closed lane or shoulder, a TMA shall be provided and placed preceding the work area in accordance with the current AASHTO Roadside Design Guide. **For moving inspection operations which do not require the setup of equipment (ladders, snoopers, etc.), such as top of deck surveys, TMAs will also be required.** The truck shall be in excellent operating condition and have a minimum gross weight of 10 tons. The truck mounted attenuator shall be the Alpha100K as manufactured by Energy Absorption System, Inc., and distributed by Transpo Industries, Inc., or an approved NCHRP 350, Test Level 3 compliant equal. The truck shall also be equipped with two large conspicuous overhead flashing lights. If supplied with an arrowboard only, the "CAUTION" bar shall be illuminated. The bottom of the arrowboard must be 13 feet 6 inches from the ground for either standalone arrowboards or TMA attached arrowboards. 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 and for fueling of the TMAs. For moving inspection operations, the TMA must be fitted with a "Shoulder Closed" sign per Drawing TE-7 that will not be obstructed or obstruct any oscillating lights.

The Consultant will be required to provide a letter from the proposed rental company, which states that the TMAs supplied meet or exceed NCHRP 350, Test Level 3 compliance. In addition, the Consultant will be required to take photos of the TMA, specifically for review of the placement of the TMA mounted "Shoulder Closed" sign.

A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Supplementary Specifications 801.04 (Parkway) and 801.07 (Turnpike) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

15. For bridge inspection work over active railroad lines (NJ Transit, Amtrak, PATH, Conrail, etc.) the Consultant shall have their Team Leaders and Inspectors complete safety training as required by the respective outside agency. The Consultant shall obtain railroad/utility permits and flagging necessary to access and perform inspections. For purposes of estimating the costs for permits, flagging, inspection

services and document review, the Consultant shall assume a value of \$20,000 as a separate line item in the Fee Proposal, unless upon review of all requirements it is expected to exceed these values. The estimated expense shall be listed separately in the Fee Proposal. The Authority's Liaison Engineer will make initial contact to establish proper channel of communication and resolve possible technical issues with railroads.

16. The Consultant shall furnish specialized equipment as needed to perform the detailed evaluations and inspections. Reimbursement for special inspection equipment will be made as a direct expense.

#### **G. PROJECT COST**

The current construction budget for this project is \$21 million, which includes \$1.4 million for the Phase 1 Prototype Fatigue Repairs of Structure No. W107.87 and \$4.0 million for replacement of the major pin and hanger assemblies on Structure No. E107.88.

For the purpose of estimating the fee for this project, Proposers shall assume that final design of the Phase 2 Production Fatigue Repairs, Repairs of Girder G4 in Span 3S, and Strengthening of the Cross Girder at Pier 13S for Structure No. W107.87 shall be carried through completely from Phases A through D and prepared for contract advertisement. All other repairs discussed in this Scope of Work shall be evaluated as part of the Phase A Report, and prioritized based on structural need and cost.

**SECTION V**  
**Staffing Schedule**

OPS No. T3642 – Design Services for Contract No. T100.436  
Rehabilitation of New Jersey Turnpike Passaic River Bridges  
Structure Nos W107.87 and E107.88

Hours/Tasks											
Classification (ASCE- Grade)	Project Coordination	SHM Plan	Phase A	MPT / Access	Phase B	Phase C	Phase D	Shop Dwg. Review	Construction Consultation	Unanticipated Services	Total Hours
Project Manager										600	
Project/Sr. Engineer ( )										1200	
Engineer ( )										1240	
Junior Engineer										1240	
CADD										480	
Other- Specify										240	
Total Hours	500								1,000	5,000	

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and Tasks as required to meet project need

## SECTION VI Compensation Basis

**Effective February 28, 2011 the New Jersey Turnpike Authority will no longer issue Non-Revenue Toll Passes to consultants working on Authority projects. Also effective this date, the consultant will be responsible for paying all tolls.**

Following a review of submitted Expressions of Interest, the Authority will request Technical and Fee Proposal(s) from the firm(s) it deems most qualified.

The Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.8, based on a 10% allowance for profit and an overhead rate of 154.5%, the individual firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

Average rate per classification/grade will not be permitted to determine total labor costs. The Consultant shall list each individual proposed for the project and include the hours and hourly pay rate. Until further notice, cost of living or merit increases will not be authorized; however, increases as a result of promotions will be considered.

The Fee Proposal when requested, shall detail time (hours) and direct salary data for classifications conforming to ASCE Professional and Technical Grades, as shown on the staffing schedule and as modified by the Consultant to account for all required services. The ceiling amount shall be estimated to the nearest \$5,000.

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as presented in the Expression of Interest and Fee Proposals. 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 work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the staffing schedule as shown in Section V.

Direct expenses shall include approved subconsultant services; mileage; material sampling and testing, railroad flagging and inspection services; railroad and utility permits and insurance; vendor invoiced printing of reports and phase submission documents, Mylars, electronic data media, meeting displays/exhibits, permit application fees, rental costs for bridge inspection equipment and truck mounted attenuators (TMAs), MPT costs, fuel and repairs for rented inspection equipment and TMAs, Authority approved safety vests, tolls charged by other agencies as required to access Authority bridges, expenses associated with the unanticipated assignment task, with prior written approval by the Authority; and all costs associated with the Structural Health Monitoring (SHM) System. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local

office and the project site, 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.

Expenses for lodging and meals will be paid in accordance with the Federal per diem rates which can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Compensation for lodging and meals must be approved in advance by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

Subconsultant services are those required services performed by other firms at the Consultant's direction. These services in excess of \$5,000 must be approved in advance by the Authority.

Overnight delivery charges will be paid by the Authority if said delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Consultant will not be reimbursed for overnight delivery charges if the Consultant elects to use such services for his convenience. This shall also apply to the consultant's subconsultants.



**SECTION VII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SMALL BUSINESS ENTERPRISE SUBCONSULTING 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 Minority and Women Business Development ("Commerce Commission") 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 is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Division as a SBE. The Consultant must submit proof of its subconsultant's SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-5.2, 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 the Consultant, for any reason, at any time during the course of the OPS, intends to make any additions, deletions or substitutions to the list of firms on the SBE 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.

Evidence of a "good faith effort" includes, but is not limited to:

1. Consultant shall request a listing of small businesses from the Division and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;
4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the project description;
6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. 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.

Consultant shall maintain adequate records to document their efforts and will provide same to the Authority upon request.

SECTION VIII  
**EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**And N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 expression, the contractor 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, affectional 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, upgrading, 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 contractor 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 contractor or subcontractor, where applicable will in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor or subcontractor 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 contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor 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 contractor or subcontractor 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 contractor or subcontractor 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 contractor 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

**SECTION IX**  
**State Contractor Political Contributions Compliance**  
**Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEOI or RFP:

**DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (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 or any candidate or holder of the public office of Governor, or to any State or county party committee; (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 Legislation; (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 Legislation; 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 Legislation.

#### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

## **STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 51 (EXECUTIVE ORDER NO. 117)**

Executive Order No. 117 (Corzine 2008) is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
  - In the case of a sole proprietorship: the proprietor; and
  - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
  - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.

2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

*Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.*

Only the intended Awardee will be required to submit the required P.L. 2005 c. 51/EO 117 and P.L., 2005, c. 271 forms. The **combined** Chapter 51/EO 117 form and the Chapter 271 form are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm>.

**SECTION X**  
**Set-Off for State Tax**  
**(N.J.S.A. 54:49-19)**

Please be advised that pursuant to P.L. 1995. C. 159, effective January 1, 1996 and notwithstanding any provision of the 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 or services or construction projects and at the same time the taxpayer, or the 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 due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.582:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.



**SECTION XI**  
**Right to Audit**

Pursuant to N.J.A.C. 17:44-2.2, authority to audit or review contract records:

- (a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to review by the Office of the State Comptroller (OSC) pursuant to N.J.S.A. 52:15C-14(d).
- (b) As of November 15, 2010, the Consultant (contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**SECTION XII**  
**Source Disclosure Certification**

Pursuant to N.J.S.A. 52:34-13.2 (EO 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 (EO 129 (2004)), which is available on the authority's website at: <http://www.state.nj.us/turnpike/documents/vendor-disclosure-form.pdf> and returned with your firm's Expression of Interest (EOI).

**SECTION XIII**  
**Disclosure of Investment Activities in Iran**

In accordance with N.J.S.A. 52:32-55 (P.L. 2012, c.25) all parties seeking to enter into an agreement with the Authority to certify that it is not providing goods or services of \$20,000,000 or more in the energy sector of Iran. Each Proposer (and all Subconsultants) shall return to the Authority a completed and dated form entitled "Disclosure of Investment Activities in Iran" which is available on the Authority's website at: <http://www.state.nj.us/turnpike/documents/Disclosure-of-Investment-Activities-in-Iran.pdf> with your firm's Expression of Interest (EOI). Failure to include the completed and signed form shall be grounds for rejection of Proposer's Expression of Interest (EOI).

Pursuant to N.J.S.A. 52:32-57, any person or entity that is on the list of entities that are doing business with Iran is ineligible to and shall not bid on or submit a proposal for a contract with the Authority.

**SECTION XIV**  
**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 contractor, nor any person acting on behalf of such contractor or subcontractor, 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 contractor, subcontractor, 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 contractor 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 section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**SECTION XV**  
**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, 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 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.