

November 13, 2017

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. A3661  
DESIGN SERVICES FOR CONTRACT NO. A600.102G  
INSTALLATION OF VARIABLE MESSAGE SIGNS AT NEW AND EXISTING LOCATIONS  
ON THE NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY**

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 Codes:

<b>Profile Code(s)</b>	<b>Description(s)</b>
A 250	Fully Controlled Access Highways
A 500	Traffic Control Systems

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 to provide detailed "site-specific" design services for the installation of Variable Message Sign (VMS) and ancillary equipment facilities at New and Existing Locations on the New Jersey Turnpike (Turnpike) and Garden State Parkway (Parkway). The Consultant shall prepare one construction contract for the complete installation of Variable Message Signs, in accordance with current standards, at selected locations.

#### **Project Description**

The work to be performed by the Consultant under this professional service consists of preparation of "site-specific" construction contract documents for VMS installations at twenty-nine (29) locations, designated by the Authority

(listed in Section IV), on the Turnpike and Parkway. Design services include field survey, electrical power and communications service, sign visibility, ITS equipment and connections, coordination with utility companies for power upgrades, soil borings and geotechnical explorations, foundation design for new sign structures and analysis of existing foundations and existing sign structures for reuse, removal of existing VMS signs and associated control systems, removal of existing structures, securing environmental permits, development of construction plans, specifications, construction schedule, post design services and Engineer's Estimates.

This Request for Expressions of Interest (RFEOI) sets forth the requirements and anticipated services for the preparation of construction contract documents of VMS installations on the Turnpike and Parkway. The final contract documents shall include detailed site specific plans of each VMS location, along with recommendations of proposed improvements for each site. The recommendation shall include: evaluation of the VMS locations designated by the Authority as appropriate considering the site conditions and utilities; whether site conditions warrant shifting of the VMS location to take advantage of an existing power source; or whether a location warrants coordinating with utility companies for new power or existing power upgrades. If warranted, the Consultant shall make a recommendation for the consideration of a new location including a cost estimate and basic construction schedule with power upgrade requirements. All VMS locations shall be connected to the Authority's network fiber optic line and WiMax to provide redundancy as directed by the Authority. VMS site considerations shall be assessed at each location including bi-directional Roadway metrics, potential conflict with guide sign panel locations and/or incident traffic detection cameras and avoidance of environmental permit features, to the extent possible. A meeting will be scheduled prior to Phase "A" to discuss and address the recommendations made by the Consultant for each VMS location designated by the Authority.

Following the finalization of VMS locations, a justification of the recommendation and the Authority's acceptance, the Consultant will be required to prepare construction contract documents for Contract No. A600.102G, Installation of Variable Message Signs at New and Existing Locations on the Turnpike and Parkway. The work shall include, but not be limited to the attached "Section IV - Scope of Services".

Project background materials (preliminary plans, studies, reports, etc.) 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 Nisha H. Patel via e-mail at [npatel@turnpike.state.nj.us](mailto:npatel@turnpike.state.nj.us). The subject line should read "OPS No. A3661, Secure File Sharing Site Information."

### **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's experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEOI 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. 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 affect 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 RFEOI. 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 RFEOI.

**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 projects 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 **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project 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.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one 11"x17" page.
6. **Recent Authority Project Experience Forms** 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 sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation** (which is available on the Authority's website) form 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** (which is available on the Authority's website) form 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) firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:

- A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
  - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
- 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 required forms referenced in Items 7 through 14 above can be found on the Authority's website as follows:** <http://www.njta.com/doing-business/ps-supplemental-forms>.

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 on the Authority's website. 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 Man/Work hours and the Project Schedule, Recent Authority Project Experience forms, the Affidavit of Eligibility/Disclosure of Material Litigation form, the 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, 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 not be permitted (besides one 11"x17" sheet for the Project Schedule). This page limitation shall be increased to a maximum of twenty one (21) pages, if the Consultant must exercise option 10C above. The additional seven (7) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to six (6) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required.

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 10:00 AM on December 4, 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, Highway-Design  
Nisha H. Patel, P.E., Highway 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, Highway-Design  
Nisha H. Patel, P.E., Highway Engineer

#### **Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to Nisha H. Patel, P.E., Highway Engineer, Highway-Design, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [npatel@turnpike.state.nj.us](mailto:npatel@turnpike.state.nj.us) are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5395 **The deadline for inquiries is November 20, 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 website <http://www.njta.com/doing-business/current-solicitations> under *Doing Business, Current Solicitations* on or before November 22, 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
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/Executive Order 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 EOI and Technical Proposal and Final Negotiated Fee Proposal.

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

#### **Traffic Permit**

Consultants 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 website <http://www.njta.com/doing-business/ps-reference-material> 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:NHP:baw  
Attachments

c: J. M. Keller  
L. T. Malak  
N. H. Patel  
Review Committee  
File

**ATTACHMENTS**

**to the**

**Request for Expressions of Interest**

**Dated November 13, 2017**

**for**

**Order for Professional Services No. A3661  
Design Services for Contract No. A600.102G  
Installation of Variable Message Signs at New and Existing Locations  
on the New Jersey Turnpike and Garden State Parkway**

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

AECOM Technical Services  
AmerCom Corporation  
Arora and Associates, P.C.  
Atkins North America, Inc.  
Boswell Engineering  
CDM Smith Inc.  
CHA Consulting, Inc.  
Dewberry Engineers Inc.  
Gannett Fleming, Inc.  
Greenman-Pedersen, Inc.  
IH Engineers, P.C.  
Jacobs Engineering Group Inc.  
Johnson, Mirmiran & Thompson, Inc.  
Kimley-Horn and Associates, Inc.  
KS Engineers, P.C.  
McCormick Taylor, Inc.  
Michael Baker International, Inc.  
Mott MacDonald LLC  
NAIK Consulting Group, P.C.  
Parsons Brinckerhoff, Inc.  
Parsons Transportation Group, Inc.  
Pennoni Associates, Inc.  
Stantec Consulting Services, Inc.  
STV Incorporated  
T&M Associates  
T.Y. Lin International  
Taylor, Wiseman & Taylor  
The Louis Berger Group, Inc.  
Urban Engineers, Inc.

**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 RFEEOI 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**

Posted .....	November 13, 2017
Deadline for Inquiries .....	November 20, 2017
Posted Responses to Inquiries .....	November 22, 2017
Submittal of Expressions of Interest .....	December 4, 2018
Request for Technical and Sealed Fee Proposals .....	December 22, 2017
Submittal of Technical Proposals .....	January 12, 2018
Recommendation to Award OPS .....	February 2018
Notice to Proceed .....	March 2018
Completion of all Construction Work .....	December 2019
Administration Project Closeout .....	December 2019

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

### **GENERAL:**

The Authority has recently completed replacement of the Turnpike's existing Variable Message Signs and associated control systems as well as existing Glo-Cube VMS located on the Parkway, with current state-of-the-art technology. Two-hundred and twenty-two (222) signs were installed and this assignment will complete the program.

The Consultant must be familiar with and knowledgeable of all aspects of the anticipated services and have a thorough understanding of the project requirements, the implementation and operation of ITS equipment including all applicable codes and regulations for all aspects of this project.

All services provided by the Consultant shall be in strict conformance with the Authority's standards of quality. Submission documents shall be in accordance with the Authority's standards as found in the Authority's Design Manual, Procedures Manual, Manual for Traffic Control in Work Zones, Standard Drawings, Sample Design Plans, CADD Standards, Standard Specifications, latest edition, and the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority by contacting Tony Valte, Assistant Project Supervisor at: 732-750-5300, ext. 8244, or can be found on the Authority's website.

For the purpose of this Request for Expressions of Interest, the terms "Consultant" and/or "Firms" which are used throughout these documents, shall not only mean the Engineering Firm, but also joint venture consultants and/or subconsultants retained by the Engineering Firm for this assignment.

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

The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation. Prior to all phase reviews the Consultant will perform a QA/QC review of the submission, submit one (1) complete submission set to the Authority's Design Liaison Engineer for advanced review and authorization to submit the phase review materials. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.

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 Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

The Consultant shall follow the Pennsylvania Turnpike Commission's (PTC) and the New Jersey Department of Transportation's (NJDOT) Traffic Control requirement in Work Zones.

The Consultant shall 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) for all soil borings, test pits or other excavation work. The One Call System can be reached by dialing 1-800-272-1000.

**INTRODUCTION:**

Professional engineering design services are required for the preparation of detailed “site-specific” plans for one construction contract for all twenty-nine (29) VMS locations; seventeen (17) locations on the Turnpike and twelve (12) locations on the Parkway.

The proposed locations are proposed:

<b>TABLE 1 INSTALLATION OF VARIABLE MESSAGE SIGNS AT NEW AND EXISTING LOCATIONS ON THE TURNPIKE AND PARKWAY</b>				
<b>No.</b>	<b>Location</b>	<b>MP</b>	<b>Existing Mounting Configuration</b>	<b>Proposed Mounting Configuration</b>
<b>Turnpike</b>				
1	PennTpke 358.2 EB	PA 358.2 EB		New Overhead (Geotechnical Design Report will be provided)
2	MP 8.0 HEW	8.0 HEW		New Overhead
3	MP 57.7 on I-78 EB	57.7 EB		New Butterfly
4	MP 0.8 NB	0.8 SN	Exist Overhead	New Overhead
5	MP 16.0 NS	16.0 NS	Exist Overhead	(Replace damaged VMS panel)
6	Interchange 7A	60.51 TN		New Overhead
7	Interchange 9	83.40 TN	Exist. Cantilever	New Overhead
8	Interchange 9	83.30 TS	Two Exist. Cantilevers	New Overhead
9	Interchange 11	91.15 TN	Exist. Overhead	New Overhead
10	Interchange 12	95.90 TS		New Overhead
11	Interchange 14	104.50 TS	Exist. Overhead	New Overhead
12	Mainline SNE	106.66 SNE	Exist. Overhead	New Overhead
13	MP 112.3 NSW	112.3 NSW	Exist. Overhead	(Replace damaged VMS panel)
14	Interchange 16W	113.00 WT	Exist. Cantilever	New Cantilever
15	Interchange 16W	113.00 LT	Exist. Overhead	Analyze existing structure to add new two-line VMS panel
16	Interchange 16W	113.00 OT	Exist. Ground Mount	Analyze existing structure to add new two-line VMS panel



17	Interchange 17E	113.68 NSE	Exist. Overhead	New Overhead
<b>Parkway</b>				
1	MP 11.7 NB	11.7NB		New Cantilever (Geotechnical Design Report will be provided)
2	MP 91.2 NB	91.2 NB		New Cantilever
3	MP 103.6 NB	103.6 NB	Exist. Overhead	Analyze existing structure to add new two-line VMS panel
4	Int. 105 TN Ramp	106.4 NBV	Exist. Butterfly w/ two-line VMS	Analyze existing structure to add new two-line VMS panel
5	PNC Entry Ramp from NB	115.7 NBX	Exist. Cantilever	Analyze existing structure to add new two-line VMS panel
6	PNC Entry Ramp from SB	115.9 SBX	Exist. Cantilever	Analyze existing structure to add new two-line VMS panel
7	MP 116.6 NB Local	116.6 NB	Exist. Cantilever	Analyze existing structure to add new VMS panel
8	Int. 117 Ramp	118.7 NBE	Exist. Butterfly w/ one line VMS	Analyze existing structure to add new two-line VMS panel
9	MP 123.9 SAS	123.9 SAS	Exist. Butterfly w/ three line VMS	Analyze existing structure to add new three-line VMS panel
10	MP 125 SB Split	125.3 SB	Exist. Overhead w/ two line VMS	Analyze existing structure to add new two-line VMS panel
11	MP 142.2 NB	142.3 NB	Exist. Overhead w/VMS panel	Analyze existing structure to add new VMS panel
12	MP 143.7 SB	143.7 SB	Exist. Overhead w/VMS panel	Analyze existing structure to add new VMS panel

Note that some of the existing sign systems are mounted directly to the overhead/cantilever/butterfly mount which will be replaced by new sign structures or utilize existing structures on the Turnpike and Parkway. Reuse of existing sign structures will be determined by the Consultant after a detailed structural evaluation is performed.

The field survey and utility investigation for power and communications shall include, for each location, the following: a description of existing power source conditions, a recommendation for new power source/existing power upgrades needed for the VMS location, ITS equipment, and coordination with utility companies, or a site condition/sign visibility warrant shifting of the VMS location to take advantage of more appropriate location. **The exact locations shall address VMS visibility and power availability per new VMS location.** VMS site considerations also to be assessed are bi-directional roadway metrics, potential conflict with fixed panel sign locations and/or incident traffic detection cameras, and avoidance of environmental impacts.

The recommendation resulting from the field surveys and structural analysis shall verify the proposed VMS are appropriately located based on site conditions, visibility and available utilities; whether site conditions warrant shifting of the VMS location to take advantage of an existing power source and sign visibility; or whether a location warrants coordinating with utility companies for new power or existing power upgrades.

A recommendation for the consideration of a new location or a new sign foundation is to include a cost estimate and basic construction schedule with power upgrade requirements. Upon finalizing VMS location recommendations, a meeting with the Authority's Departments will be scheduled prior to the Phase "A" to discuss the recommendations made by the Consultant for each VMS location designated by the Authority. At this meeting, the VMS locations will be finalized.

Following the VMS location finalization and the Authority's acceptance, the Consultant will be required to prepare a set of construction contract documents for Construction Contract No. A600.102G.

The design services of the VMS must be in accordance with the current industry standards and criteria. The Consultant must be thoroughly familiar with the Authority's current design standards, Authority's ITS Master Plan and the latest requirements of AASHTO. Modifications may be required to accommodate guide sign panels, adjustment to VMS panel location and ITS platform details.

All VMS sites are considered to be major ITS nodes within the overall NJTA Real Time traffic management and Incident Control System. As so each VMS location will also include pavement sensors, vehicle detection sensors, traffic cameras and communication via fiber Optic/WiMax.

The Consultant will account for all project needs in their EOI. The Consultant is expected to submit EOI's based on the information presented herein, available reference material and sound professional engineering judgment and experience. Post Design services including shop drawings review is included for the construction contract. Construction inspection services will not be required for this assignment.

## **SPECIFIC SERVICES:**

### **DESIGN**

The services furnished shall include but not necessarily be limited to the following items of work:

- a) Conduct field survey/utility investigations for power/utility services and availability of hard line Communications (Fiber optic).
- b) Assess exact VMS location with respect to sign visibility, power availability per location and overall constructability of the each site.
- c) Site-specific details of Power and Communications.
- d) Coordinate with utility companies for new power or existing power upgrades and execute Utility Orders.
- e) Assess the reuse of existing sign structure foundations.
- f) Obtain Soil Borings and Soil Analysis and prepare Geotechnical Investigation Report.
- g) Develop detailed "site-specific" construction plans for the construction contract; including removal of existing VMS sign structures and its associated control systems for the VMS replacement.
- h) Develop a workable sequence of staged construction to minimize interruption to the traveling public by keeping existing VMS sign functional and visible until new VMS sign is functional. Existing VMS sign visibility shall not block new VMS sign & vice versa.

- i) Prepare Specifications, construction schedule and Engineer's Estimate for the construction contract, CapEx input including Q&A responsibilities, Addenda, etc.
- j) Coordination with other Disciplines/ agencies (PTC, NJDOT), post design services and Construction Engineering Support for the construction contract.

All services provided by the Consultant shall be in strict conformance with the NJTA Design Manual, all applicable NJTA standards, the latest requirements of AASHTO and other appropriate criteria as may govern this assignment.

The Consultant shall design all required new guide rail, median barrier and/or other necessary safety appurtenances in the vicinity of the new VMS locations along both roadways with an evaluation of existing guide rail and removal of unwarranted existing guide rail at existing VMS sites to be removed for conformance to the current industry standards and criteria.

The Consultant shall coordinate with the Authority's Fiber Optic cable, utilities, drainage and roadway safety features. The communications details for network fiber switches and wireless antennas will be provided as ITS Standard Details by the Authority.

The construction contract documents should indicate that VMS/VLS sign panels and power cabinets will be furnished to the installation Contractor by the Authority. The consultant shall prepare VMS/VLS system installation schedules for the installation construction contract.

The Consultant shall be responsible for determining quantities and timing of the VMS/VLS system needs by the Phase B Submission to assure on-time delivery for the installation contract.

The Consultant shall attend a review meeting following each submission, coordinate with other disciplines (PTC, NJDOT) and attend the bid opening. The bids must be analyzed by the Consultant. The low bid must be recommended for acceptance or rejection by the Consultant. Attendance at the preconstruction meeting will also be required.

The Consultant shall be responsible to perform post design services, including but not necessarily limited to, VMS sign structure fabrication shop drawing review, the preparation of Addendum and Change of Plans, if required. The Consultant shall be responsible for the review of all shop drawings and attendance at the progress meetings and final inspection meeting. Supervision of Construction and/or Construction Inspection Services are not included in this assignment.

## **SURVEY**

The Consultant shall perform a field survey, as necessary, to obtain the accuracy necessary to analyze the VMS locations and to design the needed safety improvements. The Consultant shall coordinate all survey activities with respect to time, location and maintenance of traffic with the Authority and other agencies (PTC, NJDOT). Such surveys may include, but are not necessarily limited to the determination of roadway alignment and pavement elevations, existing grading, fiber optic line, location of power source, existing guide rail and other roadside safety features, traffic striping, signing, curbing, drainage, delineation of environmental features, and other incidental items. The Consultant is responsible for all costs associated with providing test pits for the location of utilities.

## PERMITS

The Consultant shall investigate and identify the need for any and all permits and obtain all necessary permits. The Consultant shall ensure that the project design and contract documents comply with the requirements thereof. The permit application fees to be paid by the Consultant and will be reimbursed by the Authority within the agreed design fee for Engineering Services. Avoidance of significant environmental features may be addressed by relocation (if possible) or minor modification of existing standards as approved by the Authority

## ELECTRICAL AND ITS

The services furnished shall include but not necessarily be limited to the following items of work:

- a) Perform field survey/investigations for Power and Communications at each VMS site location.
- b) Prepare design of "site-Specific" Power and Communications details.
- c) Coordination with utility companies for new power and existing power upgrades.
- d) Prepare design for removal of existing sign electronic cabinets, and all auxiliary devices on the Turnpike and Parkway and develop a workable sequence of staged construction for each VMS location to minimize interruption of variable messages to the traveling public.
- e) Coordination with other disciplines (PTC, NJDOT).
- f) Sight line survey of traffic cameras.
- g) Layout of in road pavement sensors and associated equipment.

## GEOTECHNICAL

Investigation and analysis of subsurface soil conditions for both roadways and structural work by the use of soil borings, soil test data and preparation of geotechnical report. The Consultant shall submit a recommended scheme for borings and test pits for approval by the Authority. The services furnished shall include but not necessarily be limited to the following items of work:

- a) Gather and review subsurface information.
- b) Develop surface exploration investigation program.
- c) Prepare boring contracts and solicit bids.
- d) Obtain Test Boring Site Permit and Traffic Control Permit.
- e) Field location of each boring.
- f) Mobilization and Demobilization.
- g) Soil Boring and Rock Core.
- h) Inspect and supervise subsurface investigation.
- i) Prepare final boring logs.
- j) Develop laboratory testing program/Analyze results.
- k) Geotechnical Analysis.
- l) Foundation design report.
- m) Foundation design details.
- n) Assessment and recommendation of existing structural foundations reuse as listed in Table 1.
- o) Construction Engineering Support.

## STRUCTURAL

The services furnished shall include but not necessarily be limited to the following items of work:

- a) Development of Structural GP& E Plans.
- b) Design of Foundations per "site-specific" locations.

- c) All design prepared shall accommodate the Authority's Standards VMS structures (standard design and details for sign structure support will be provided by the Authority) Modifications may require accommodating guide sign panels, adjustment to VMS panel location and ITS platform details.
- d) Development of detailed Plans, Specifications and Engineer's Estimates.
- e) Coordination with other Disciplines and agencies (PTC, NJDOT).
- f) Verify mounting detail work for the selected VMS/VSLs signs.
- g) Assessment and recommendation of existing sign structure reuse as listed in Table 1.

## **ROADWAY**

The services furnished shall include but not necessarily be limited to the following items of work:

- a) Development of detailed Construction Plans for each site location.
- b) Grading and Drainage modifications around VMS site.
- c) Design of safety devices and other roadway safety appurtenances.
- d) Utility coordination and utility orders.
- e) Verify impact of adjacent lighting system.
- f) Development of Maintenance and Protection of Traffic Plans.
- g) Development of detailed Plans, Specifications, Construction Schedule and Engineer's Estimates.
- h) Coordination with other Disciplines (PTC, NJDOT) and the Authority's General Engineering Consultant.

## **UTILITY ENGINEERING**

The Consultant shall identify existing utilities within the proposed project area. The existing utilities shall be evaluated for potential conflicts with the proposed design. If utility relocations are required, preliminary relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders for utility relocation work. Every effort should be made for utility relocation work to be performed prior to the award of the construction contract. Similarly, every effort should be made for all contract dependent utility relocation work to be incorporated into and made part of the contracted work.

The Consultant shall be responsible to provide for and make arrangements to undertake any and all activities necessary for test pits to verify the location of major utilities that may be impacted by the design. All costs, including test pits, site inspection, maintenance and protection of traffic, etc., associated with this work shall be included in the Consultant's fee proposal as a direct expense.

## **POST DESIGN SERVICES**

The Consultant will be responsible for providing post design services as described in the Authority's Procedures Manual (which is available on the Authority's website). It is specifically noted that the Consultant shall be responsible for review of shop drawings and responding to RFIs in accordance with Section 3.4.6 "Post Design Services" including Exhibit 3-9 of the Authority's Procedure's Manual. 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 at weekly progress meetings for the duration of construction and participation at the final inspection meeting will be required. Construction supervision services are not included as part of this assignment.

## UNANTICIPATED SERVICES

As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design, which cannot be completely identified at this time. In order to fully support the Authority without undue delays, **the Consultant shall make an allowance of 10% contingency of the burdened labor fee for “Unanticipated Services” in their Fee Proposal.** This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

## PROJECT DELIVERABLES

The submission of contract plans, specifications and estimates shall be in accordance with the Authority's Procedures Manual unless noted otherwise herein.

It is specifically noted herein that the contract document review process is intended to be a review of the documents in a general manner only. Review submissions and comments shall not be construed as a comprehensive review or detailed checking of the Consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to design and prepare the documents in accordance with proper engineering criteria and sound professional engineering judgment. The Consultant is completely responsible for all design documents, reports, supporting documentation, etc., that they prepare and it remains their responsibility to ensure the integrity of the design and their work.

Deliverables for items such as Agreements and Utility Orders, if required, will likely follow the schedule outlined in the Authority's Design Manual. All of these items are to be fully negotiated and fully executed prior to Phase C.

All Phase deliverables will be provided to the Authority, at no additional cost, in electronic PDF format. Phase A – D Submissions shall follow the requirements found in the NJTA Procedures Manual.

## PROJECT COORDINATION

The Consultant is advised that coordination will be required with multiple Authority Departments to successfully satisfy the requirements for this project. At a minimum, coordination will be required with Engineering, Tolls, Operations, Maintenance, ITS Departments, the NJDOT and PTC.

The Consultant shall work in harmony with any and all entities that have been and may be retained by the Authority for this project. The Consultant is responsible to the Authority for the work of its subconsultants.

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

Throughout the duration of the project, the Consultant shall maintain a document control system recording the disposition of all documents (including e-mail correspondence) associated with the project. The Consultant shall also prepare a detailed project schedule using Microsoft Project software for activities to be

completed. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports.

Contract Coordination – Through coordination with the Authority’s Design Liaison Engineer, the Consultant shall identify Authority projects (in planning, design, and construction phases) which are within proximity and which may impact this project. The Consultant shall harmoniously coordinate with these contracts to ensure objectives are met for both contracts and for the Authority. This includes accounting for MPT staging work during the construction phase.

The Consultant may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary to effectuate the completion of work items. The Consultant will give adequate notification of all meetings to the Authority through the Authority’s Design Liaison Engineer. High level meetings will be attended by the Authority as required. Other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Consultant. The Consultant will prepare, in a timely manner, all memoranda of meetings attended with copies to the Authority, and others as appropriate. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.

## **PROJECT ADMINISTRATION**

Consultant’s Project Manager - The Consultant’s Managing Principal and the Consultant’s Project Manager assigned to this project shall possess a valid New Jersey Professional Engineers license and shall not be removed from the project without prior written approval from the Authority’s Chief Engineer or his representative. The Consultant shall also present to the Authority, for approval, appropriate personnel to be assigned for the position vacated.

Progress Reports and Spending Plans - The Consultant will be responsible to prepare and submit monthly progress reports and a financial spending plan for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project’s schedule and budget. The Consultant shall include all out of scope services required and/or performed, and the status of Authority’s approval or rejection. Reports must be submitted on a monthly basis and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.

Status Meetings – It is anticipated that the Consultant will be required to conduct monthly project status meetings throughout the duration of the project. These meetings are expected to occur at the Authority’s Engineering Department offices.

Invoicing Requirements - All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. A3661. Invoices will not be processed before the progress report for that month’s activities have been submitted.

Invoices and progress reports are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project during design and post-design, which will be submitted with each invoice. The Consultant shall submit time sheet

summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.

The Consultant shall immediately notify the Authority's Design Liaison Engineer in writing if the percentage of fee earned exceeds the project percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs beyond the authorized fee.

The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.

The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.



**SECTION V**  
**Staffing Estimate**

OPS No. A3661

Design Services for Contract No. A600.102G

Installation of Variable Message Signs at New and Existing Locations on the New Jersey Turnpike and Garden State Parkway

Hours/Tasks										
Classification (ASCE-Grade)	Management	Survey/Mapping /Utility	Electrical and ITS Design	Subsurface Investigation	Roadway Design	Structural Design	VMS Retrofit	Permitting	Post Design	Total Hours
Project Manager ( VII )										
Project Engineer ( VI )										
Senior Engineer ( V )										
Engineer ( IV )										
Junior Engineer ( II or III )										
Drafter/Tech. ( ET-4, ET-5 )										
Clerical										
Other-Specify ( )										
Total Hours										

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

**\*Unanticipated Services– Consultant shall make an allowance of 10% contingency of the burdened labor fee in the Fee Proposal.**

**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.

Effective August 1, 2015, salary rate increases will be permitted in accordance with the following parameters:

- Salary increases will not be permitted for the first 24 months of any OPS Agreement from the date of execution;
- Starting at month 25, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 2%;
- The proposal salary rate increase schedule will apply to the prime consultant as well as all sub-consultants;
- Supplements to OPS Agreements executed prior to August 1, 2015 will not be permitted salary increases.

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.

Given the potential for out of scope activities to arise during the performance of this OPS, the Consultant is directed to include a 10% contingency of the burdened labor fee for "If and Where Directed Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, Utility Work Orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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 ("Executive Order 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 of 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/Executive Order 117 and P.L., 2005, c. 271 forms. The **combined** Chapter 51/Executive Order 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 (Executive Order 129 (2004)), the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

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

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

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

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

Pursuant to N.J.S.A. 52:32-57(a), the bidder must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities to the Authority. Each Proposer (and all Subconsultants) shall certify under penalty of perjury, date and return to the Authority the completed form entitled "Disclosure of Investment Activities in Iran" form which is available on the Authority's website with your firm's Expression of Interest (EOI). Failure to include the completed form, certified and dated, shall be grounds for rejection of Proposer's Expression of Interest (EOI).

Pursuant to N.J.S.A. 52:32-57(a), 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.

### **Section XVI** **ADA Indemnification**

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

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Section. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.