

February 15, 2018

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST**

**ORDER FOR PROFESSIONAL SERVICES NO. A3660  
DESIGN SERVICES FOR CONTRACT A100.459, BRIDGE FENDER REPAIRS AND REHABILITATION**

The New Jersey Turnpike Authority ("Authority") invites Expressions of Interest ("EOIs") for a Simple Project from engineering firms prequalified and eligible in each of the following Profile Codes

Profile Code	Description
A092	Bridges - Miscellaneous Repairs
D440	Geotechnical Studies and Subsurface Investigations
D510	Bridges: Underwater Inspections

Attached (see Section I) is a list of all consultants currently prequalified and eligible to submit an EOI for the above referenced assignment. Consultant teams and/or \*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 Codes requirements are also eligible to submit an EOI.

To qualify as a prequalified consultant or Joint Venture, entities **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 legal entities prequalified for the specified profile code(s) by the closing date stipulated for this assignment will be considered. Prequalification is not required for subconsultants.

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 Request for Expression of Interest for the program provisions).

The solicitation is for the final design and preparation of construction contract documents and other ancillary activities and services required for the fender repairs or rehabilitation and scour mitigations at select bridges. The list of bridges to be considered is located in Section XVII.

### **Project Description**

The scope of work encompasses field inspection and establishment of priorities for bridge fender repairs and rehabilitation for a select list of bridges, including major bridges. Major bridges are defined as those over a navigable channel with a span length of 200 feet or more. The primary work elements include:

Complete bid and contract documents, which include among others the plans and specifications shall be prepared for this project and shall include the design of the new facilities and demolition and removal of the existing facilities.

The list of bridges with deficiencies is shown in Section XVII. There are twelve (12) Turnpike bridge fender systems and one (1) Parkway bridge fender system on the list. Deficiencies vary by bridge and include: waler and bracing damage, pile rot and damage, missing, damaged, deteriorated and loose sheeting, dolphin/wrapping damage, walkway and handrail damage, inoperable and damaged fixtures, junction boxes of navigation lighting. Navigation

lighting may be found to be malfunctioning and/or have no power supply. The consultant shall investigate the cause of the navigation lighting failure and propose recommendations for repair or replacement to make the navigation lights operable on a reliable basis.

Engineering services are needed for the preparation of contract plans and specifications as outlined below:

Review as-builts of original construction, repair contracts and the latest inspection reports located in the Authority's Bridge Inspection and Management System, InspectTech.

Perform a field survey to verify the up-to-date, full extent of the fender system damage at all locations. Close-up visual inspection at low tide, focusing on deterioration and/or damage caused by age or ice floes is required. The investigation shall also define, locate and document any additional deficiencies, aside from those listed in the study and the bridge inspection excerpts. Underwater inspection shall be performed at the bridges, as recommended by the consultant at the Phase A submission, and as approved by NJTA. Inspection shall be detailed enough to estimate accurate quantities of repairs and to locate repairs for bidding and contracting purposes.

Submit preliminary report outlining findings of inspection and recommendations for flared end section replacement, and rehabilitation of the existing fender system by strengthening methods, to resist ice forces and vessel impacts (Phase A). List design standards proposed to be used and permits required. It is expected that a matrix be submitted that prioritizes bridges based on extent of repairs, vessel type usage (commercial vs. pleasure craft) and relative frequency, and includes a cost estimate. List type, fee and length of time needed to obtain all necessary permits. Investigate Right of Way information (at both at NJTA and elsewhere) to determine if NJTA needs to acquire property in order to construct, inspect and maintain fenders. The consultant shall recommend schemes for packaging construction contracts, which may be based on the time needed to obtain permits. Available funds for construction is subject to change, so bridges shall be recommended on the basis of priority along with an estimate for construction of repairs.

Prepare complete contract documents and cost estimates which shall include the following:

Design associated with new walers, sheeting, steel piles and other fender system members, as required, for ice floe loading and vessel impact. Splicing of piles shall be considered as the preferred alternative where piles are deteriorated. Where splicing is not practical, locations where a geotechnical analysis is required for pile design to replace piles shall be recommended by the consultant in the Phase A report, and as approved by NJTA, and shall be limited to determination of soil design parameters for pile design. Existing boring logs will be available for review once the OPS is awarded.

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

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

Project background materials consisting of the latest biennial inspection report for each bridge will be available for review electronically through the Authority's Secure File Sharing site. The latest "Nocturnal" Inspection reports are also provided on the Secure File Sharing site. These are special inspections performed at night to assess the functionality of the navigation lights mounted on the fenders. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Sheri Malloy, P.E. via e-mail at [malloy@turnpike.state.nj.us](mailto:malloy@turnpike.state.nj.us). The subject line should read "OPS No. A3660, Secure File Sharing Site Information."

### **Staff Qualifications**

The Consultant's key project personnel shall have relevant training and experience demonstrating:

- Prior experience and knowledge in preparing construction contracts of this nature for similar agencies.
- Knowledge of contractor's employment of equipment and manpower along with production rates for scheduling the various repair operations.

- Construction engineering expertise essential for establishing accurate cost data encompassing current construction techniques, scheduling and economic factors, to the fullest extent possible, as well as design standards and specifications.
- The Consultant's Project Engineer responsible for the contract preparation shall meet the following minimum qualification criteria:  
Ten years of full time experience, acceptable to the Authority, involved in bridge fender design and/or rehabilitation projects. Five years of experience shall have been spent full time in the capacity of Project Engineer on bridge fender design or repair contracts, as outlined in detail above and be registered as a Professional Engineer in the State of New Jersey.

### **EOI Submission Requirements**

To be considered for these services, qualified firms or prequalified Joint Ventures need to submit five (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, minimum font (Arial) size of 10 pt., and 1.0 line spacing, 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. Project Engineer and Key Personnel's Qualifications and Relevant Experience**

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

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

The Firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the 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/TP 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, Project Engineer 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 (1) 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 Form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff Form** (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.

10. A completed **Certification of Staff Availability form** (which is available on the Authority's website) 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.This form shall be submitted for the prime consultant and subconsultants.
11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website) form. Stating the firm's intention to use SBE Certified firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form which is available on the Authority's website.
13. A Complete **Vendor Source Disclosure Form** which is available on the Authority's Website
14. A complete **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: [www.njta.com](http://www.njta.com) under Doing Business, 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 eleven (11) pages (single-sided), excluding a brief transmittal letter, 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, Organization Chart, Estimate of Man/Work hours, Recent Authority Project Experience Forms, and the Project Schedule. Pages in excess of these requirements will not be considered. The information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets will be permitted for the project schedule only.

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 **12:00 PM on Friday, March 9, 2018**. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at the Consultant's risk. Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Structures Design  
Sheri L. Malloy, P.E, Project Engineer

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

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Design  
Sheri L. Malloy, P.E, Project Engineer

### Inquiries

Inquiries pertaining to this RFEI are to be directed in writing to Sheri Malloy, P.E, Project Engineer, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [malloy@turnpike.state.nj.us](mailto:malloy@turnpike.state.nj.us) are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5393. **The deadline for inquiries is 12:00 PM, March 5, 2018.** 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 under "Doing Business, Current Solicitations" on or before February 16, 2018. Consultants will be responsible for submitting their EOIs in accordance with the RFEI 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 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	15	45
Project Engineer and Key Personnel's Qualifications and Relevant Experience	15	45
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 Fee Proposals from the firms it deems the most qualified and will commence negotiations with such technically qualified firms in the order ranked. All respondents will be notified at the completion of the review process, regarding their status.

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/EO 117 Two-Year Certification and Disclosure of Political Contributions form (CH51.1 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, as well as the Ownership Disclosure form, pursuant to N.J.S.A. 52:25-24.2, 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 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.

### **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 under "Doing Business, Reference Materials" 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/SLM/ms

Attachments

c: J. M. Keller  
W. Wilson  
S. L. Malloy  
Review Committee  
File



**ATTACHMENTS**

to the

**Request for Expressions of Interest**

**Dated February 15, 2018**

for

**Order For Professional Services No. A3660**

**DESIGN SERVICES FOR CONTRACT NO. A100.459  
BRIDGE FENDER REPAIRS AND REHABILITATION**

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SECTION I  
Prequalified and Eligible Consultants

Profile Code A092

AECOM Technical Services	LS Engineering Associates Corporation
AmerCom Corporation	Malick & Scherer, P.C.
Arora and Associates, P.C.	McCormick Taylor, Inc.
Atkins North America, Inc.	McLaren Engineering Group
Boswell Engineering	Michael Baker International, Inc.
Buchart-Horn, Inc.	Modjeski & Masters, Inc.
CDM Smith Inc.	Mott MacDonald LLC
CHA Consulting, Inc.	MP Engineers, P.C.
Cherry, Weber & Associates, P.C.	NAIK Consulting Group, P.C.
Churchill Consulting Engineers, PC	Parsons Transportation Group, Inc.
D&B Engineers and Architects, PC	Pennoni Associates, Inc.
Dewberry Engineers Inc.	PKB Engineering Corporation
French & Parrello Associates, P.A.	SJH Engineering, P.C.
Gannett Fleming, Inc.	Stantec Consulting Services, Inc.
Greenman-Pedersen, Inc.	STV Incorporated
HAKS Engineers, Architects and Land Surveyors, PC	T&M Associates
Hardesty & Hanover, LLC	T.Y. Lin International
HDR Engineering, Inc.	Taylor, Wiseman & Taylor
IH Engineers, P.C.	Tectonic Engineering & Surveying Consultants P.C.
Jacobs Engineering Group Inc.	The Louis Berger Group, Inc.
Johnson, Mirmiran & Thompson, Inc.	Traffic Planning and Design, Inc.
Kimley-Horn and Associates, Inc.	TranSystems Corporation
KMA Consulting Engineers, Inc.	Urban Engineers, Inc.
KS Engineers, P.C.	W.J. Castle P.E. and Associates P.C.
LiRo Engineers, Inc.	WSP USA Inc.
Louis Berger U.S., Inc.	

Prequalified and Eligible Consultants

Profile Code D440

AECOM Technical Services  
AmerCom Corporation  
Arora and Associates, P.C.  
Brinkerhoff Environmental Services, Inc.  
Cardno, Inc.  
CDM Smith Inc.  
Cherry, Weber & Associates, P.C.  
CME Associates  
Dewberry Engineers Inc.  
Distinct Engineering Solutions, Inc.  
French & Parrello Associates, P.A.  
Gannett Fleming, Inc.  
Geocomp Corporation  
Greenman-Pedersen, Inc.  
GZA GeoEnvironmental, Inc.  
Hardesty & Hanover, LLC  
Inframap Corporation  
Jacobs Engineering Group Inc.  
Johnson, Mirmiran & Thompson, Inc.  
KMA Consulting Engineers, Inc.  
KS Engineers, P.C.  
Louis Berger U.S., Inc.  
Michael Baker International, Inc.  
Mott MacDonald LLC  
Paulus, Sokolowski & Sartor, LLC.  
Pennoni Associates, Inc.  
SJH Engineering, P.C.  
STV Incorporated  
Taylor, Wiseman & Taylor  
Tectonic Engineering & Surveying Consultants P.C.  
The Louis Berger Group, Inc.  
Urban Engineers, Inc.  
Van Note-Harvey Associates, P.C.  
W.J. Castle P.E. and Associates P.C.  
WSP USA Inc.  
Yu & Associates, Inc.

Prequalified and Eligible Consultants

Profile Code D510

Boswell Engineering  
CDM Smith Inc.  
Churchill Consulting Engineers, PC  
Greenman-Pedersen, Inc.  
HAKS Engineers, Architects and Land Surveyors, PC  
Johnson, Mirmiran & Thompson, Inc.  
KS Engineers, P.C.  
McLaren Engineering Group  
Michael Baker International, Inc.  
Pennonni Associates, Inc.  
Pickering, Corts & Summerson, Inc.  
SJH Engineering, P.C.  
Urban Engineers, Inc.  
W.J. Castle P.E. and Associates P.C.

## **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 RFEOI or the Project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

#### **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.....	February 15, 2018
Deadline for Inquiries .....	March 5, 2018
Posted Responses to Inquiries .....	March 7, 2018
Submittal of Expressions of Interest.....	March 9, 2018
Recommendation to Award OPS .....	May 22, 2018
Notice to Proceed .....	June 15, 2018

See Section IV, Scope of Services, for individual contract deliverables and design/construction schedule.

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

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

**I. GENERAL**

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Drawings and the Authority's Design and Procedures Manuals. These publications and drawings are located on the Authority's website.
2. Complete bid and contract documents including the plans, specifications and Engineer's Estimate, shall be prepared for this project. They shall include the design of new facilities and demolition and removal of the existing facilities.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority in the Expression of Interest, or during preparation of the Expression of Interest, any errors, omissions and non-compliance discovered in the "Scope of Services Section". By neglecting to do so, the Consultant will be responsible to make resulting design changes without additional compensation.

**II. PROJECT COORDINATION**

**A. NJTA Coordination**

1. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the

Authority's Engineer to ensure an expeditious exchange of information. The NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.

2. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project 2003 for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained within the bridge deck repair and resurfacing design checklist. The design checklist will be provided by the Authority at the project's kick-off meeting.
3. The Consultant will be responsible to prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project's kick-off meeting.
4. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.

**B. Other Agency Coordination**

1. Phase 'C' contract documents shall be provided to each owner and agency having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.

**III. SCOPE OF PROJECT**

1. The Consultant will be furnished with copies of the following:
  - (a) Excerpts from the Authority's latest bridge inspection reports, as well as the latest bridge inspection report that included an underwater inspection, for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Turnpike Roadway Structures and available District Summary Reports.
2. Perform a field survey to verify the up-to-date, full extent of the fender system damage at all locations. Close-up visual inspection at low tide, focusing on deterioration and/or damage caused by age or ice floes is required. The investigation shall also define, locate and document any additional deficiencies, aside from those listed in the study and the bridge inspection excerpts. The Consultant will be furnished, upon request, the Authority's latest bridge inspection reports to aid the visual inspection. A list of the bridge fenders to be inspected may be found in Section XVII.
3. As identified by the Consultant in the Phase A report, and as agreed by NJTA, the Consultant shall perform an underwater inspection of those portions of the abutments and piers that are below mean low water. This inspection shall be a hands-on inspection performed by a qualified dive team. A Professional Engineer, licensed in the State of New Jersey, shall be present when the underwater



inspection is performed. A diving report containing observations of noted conditions shall be submitted with the Phase B submission. For the purposes of the submission of the EOI and fee proposal, assume that underwater inspections will cost \$50,000.

The inspection shall be a Type 2 classification in accordance with NJDOT's Underwater Inspection Evaluation of New Jersey Bridges Guideline Manual, June 1994, and all associated revisions. The underwater inspections are in addition to the requirements of the routine biennial inspections (not in place of) and shall be performed at the time of the initial routine bridge inspection.

The minimum size of a dive team shall be three (3) as follows:

I. Commercial Scuba Air Diving

Designate Person-in-Charge (DPIC)

Standby Diver

Diver (line tended)

II. Commercial Surface – Supplied Air Diving

DPIC

Diver

Tender

The requirements for diver and dive team training are as follows:

The diver shall have successfully completed NHI Course No. 130091 – Underwater Bridge Inspection within the last 5 years. The diver/diver team's NHI certificate shall be submitted with the EOI. The diver shall be commercially trained at an Association of Commercial Diving Educators (ACDE) accredited school complying with the requirements of ANSI/ACDE-01-1993, "Commercial Diver Training – Minimum Standard". A military diving school meeting the same standards is also acceptable training.

In lieu of meeting the requirements of above, a diver may be trained through either field experience or a combination of formal diving training and field experience. The OSHA diving standard (29-CFR 1910.410) specifies that all dive team members (i.e., divers and support employees involved in diving operations including the DPIC) must have experience or training in the use of tools, equipment, systems, techniques, diving operations and emergency procedures which pertain to their assigned tasks and diving modes (i.e., scuba diving on air, surface supplied diving on air or mixed gas diving). Additionally, dive team members who are exposed to hyperbaric conditions (e.g., diver) or control the exposure of others to hyperbaric conditions (e.g., DPIC or decompression chamber operator) must be trained in diving related physics or physiology. The level of training required by the standard depends upon the particular experience or function an employee fulfills on a dive team, the specific underwater operational tasks being performed and the diving mode to which the employee is assigned.

Records of all diver or dive team training shall be maintained by the diving company and shall be available for inspection.

All dive team members shall be trained in cardiopulmonary resuscitation and standard first aid (American Red Cross Standard).

4. The Consultant shall thoroughly review all as-built plans to develop repair details specific to the existing conditions at each bridge. The Consultant shall verify through field inspection that the details in the Contract plans reflect field condition.
5. Conditions discovered at the time of inspection that constitute an immediate impairment to the ability of the bridge fenders to function in the safe capacity it was designed for, or a deficiency that may impact the safety of water traffic, shall be reported immediately to the Authority's Liaison Engineer, in accordance with the Emergency and Priority #1 Repair Procedures.
6. The Consultant shall prepare and obtain all necessary permits, including but not limited to the applicable Districts of the US Coast Guard, US Army Corps of Engineers and NJDEP
7. The Consultant shall also investigate the need for, and obtain permits, and/or develop supplemental specifications to address the requirements of additional Authorities, Commissions, and Programs including, but not limited to, NJDEP Endangered and Non-Game Species Programs, the US Fish & Wildlife Service, NOAA National Marine Fisheries Service, and the Federal Aviation Administration. Research into the seasonal restrictions for species such as anadromous fish shall be performed and accounted for in each submission. There is a potential nesting site of peregrine falcon near Str. W115.36.
8. The Consultant shall address permits needed for Contractor Staging requirements and/or access work.
9. The Consultant shall familiarize themselves with the provisions of the Jones Act. The Consultant shall make provisions within the Contract documents for such items as insurance requirements, Notice to Mariner's, and the time and cost associated with complying with the provisions of the Jones Act..
10. The Consultant shall investigate the NJTA Right-of-Way and riparian limits, and make recommendations.
11. Piles shall be evaluated for deterioration at the waterline. Where needed, piles shall be evaluated for replacement or for splicing. A geotechnical investigation shall be performed at locations where piles are replaced. For the purposes of the submission of the EOI and fee proposal, assume that the cost of geotechnical investigations will be \$50,000.
12. 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.

#### IV. SPECIFIC REQUIREMENTS AND CONDITIONS - Submissions

##### A. Phase 'A'

1. The consultant shall prepare a Phase A report that summarizes the results of the in-depth hands-on inspections at each bridge. Based on the hands-on inspection, the consultant shall submit a list of the bridges listed in Section XVII in order of priority. This list, which constitutes the Phase A submission, shall identify the types of repairs proposed, repair locations and include a preliminary Engineer's estimate by structure. The type of watercraft traffic that uses the waterway in the vicinity of each bridge shall be commented upon and considered when ranking the structures.
2. The consultant shall also investigate alternate materials for construction, for example, timber vs. composite members. If there are alternates for repairs or rehabilitation, such as alternate repair materials, separate engineer's estimates shall be generated for each alternate, by structure. The consultant shall provide a recommendation of preferred alternates, if applicable, for repair, with a list of pros and cons. A decision matrix may be required to demonstrate the consultant's decision for recommending a given alternative.
3. The consultant shall recommend alternatives for packaging the repairs in this contract or future contracts, based on the available construction budget, priority and the length of time needed to obtain the necessary permits for construction.
4. The prioritization shall list and consider the types of permits, costs and length of time needed to obtain them in order for the consultant to recommend alternatives for packaging contracts. Section V, Paragraph IX lists the deadlines for the various phase submissions. Depending on the length of time required to obtain permits, which may be predicated on the scope of work recommended in the Phase A submission, revisions to the phase submission schedule deadlines may be required. The Consultant shall comment upon the Phase submission schedule in the Phase A report, as it applies to timelines to obtain permits.
5. The consultant shall discuss the provisions of the Jones Act in the Phase A report, as it relates to the cost and schedule impacts to the contract.
6. For consistency, the Consultant shall use the Turnpike Authority's Bridge Management System's Condition Inspection Manual, latest edition, for the condition rating of the individual elements.
7. Based on anticipated seasonal restrictions required for permits, the consultant shall prepare a draft construction schedule.
8. The consultant shall include the results of "nocturnal inspections" that were performed during the field inspection in the Phase A report in a separate appendix. Results shall be summarized in the Phase A report. The latest "nocturnal inspection" results are provided as reference material to this RFEI for the Consultant's reference.

9. The consultant shall recommend a list of bridges that require underwater inspection to better evaluate the scope of repairs that need to be made as part of the Phase B submission. For the purposes of the submission of the EOI and fee proposal, assume \$50,000 each for the underwater inspections and geotechnical investigations in Unanticipated Services, including the number of manhours for Unanticipated Services as shown in Section V, Staffing Estimate.
10. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph of each bridge selected discussing deficiencies, basis for the recommended repair, an engineer's estimate by structure, and a separate list of bridges recommended to be included in the contract and a draft construction schedule. An appendix shall also be included that contains photos of the typical deficiencies for each bridge in the Priority Repair List and of all bridges recommended to be included in the contract, with legible field notes for all bridges surveyed. The field notes shall depict relevant features such as locations and direction of roadway, direction of ebb and flow of the waterway, north arrow, etc. A CD and photo log shall be submitted containing all photos taken during the field investigation.
11. Six (6) color copies of the Phase 'A' submission shall be submitted. Comments will be furnished to the Consultant within 15 working days.
12. The Authority's Project Engineer will conduct a field review of the Phase 'A' submission with the Consultant in the field after performing a submission review meeting. The purpose is to confirm the bridges to be included in further contract preparation and establish a rough scope of work. The number of bridges included in the contract may vary depending on the construction budget available. Bridges may be dropped from consideration during the duration of the OPS, depending on the needs of the Authority. If the scope of bridges to be repaired differs significantly from the Priority listed within the Phase "A" report, the Consultant shall submit a revised list of bridges to be included in the scope of the contract, with a revised cost estimate, within ten (10) working days of the Phase "A" field review.

**C. Phase 'B'**

1. The Phase 'B' submission shall be in the form of 60% complete contract drawings, including details (95% complete repair scope of work drawings), a preliminary construction schedule and Engineer's Estimate by bridge. Plans shall present new or proposed repair details. The plans shall indicate any permits or restrictions that may affect the performance of the work. The set of drawings shall include a plan and elevation of each structure and illustrate construction constraints and accessibility.
2. The Consultant shall evaluate the need for "No Stopping" and "No Mooring" signage and clearance gauges and, where needed, include details in the Contract Plans.
3. Results of the underwater inspections will be submitted with the Phase B submission. The requirements are listed in Section IV, III, 3.
4. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7<sup>th</sup> Edition, 2016 or Standard Supplementary Specifications. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes shall also be provided.
5. A Draft specification shall also be submitted as part of the Phase "B" submission. Ten (10) copies of

the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.

6. A draft Constructability Review Report prepared by qualified construction personnel, not the design engineers, shall be provided in this submission.
7. The Authority's Project Engineer will conduct a field review of the Phase 'B' submission with the Consultant after the formal Phase "B" review meeting. The purpose is to confirm the proposed scope of work on the bridges to be programmed for repair. Comments will be furnished to the Consultant within 12 working days.
8. A comment resolution summary shall be submitted within one week from when notification is given that all comments have been submitted. A comment resolution summary shall be submitted for review and acceptance prior to the submission of the next phase of design.

**D. Phase 'C'**

1. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team.
2. A comment resolution summary shall be included with comments incorporated into the contract documents from previous submissions.
3. The Consultant shall prepare an Agency Coordination tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the Phase 'C' submission.
4. Fifteen (15) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by bridge. The estimate of quantities shall provide contingency for items under the "if and where directed by the Engineer" column solely for use on bridges within the contract.

**E. Phase 'D'**

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

## V. Navigation Lighting

### A. Introduction

1. The fender system lighting at various NJTA-owned bridges has been challenging to maintain in an operable condition. NJTA routinely receives letters from the U.S. Coast Guard that notifies NJTA that the fender lighting is deficient. Often repairs need to be made on an urgent basis. Under urgent conditions, the main goal is to get the fender lighting operational to avoid penalties from the U.S. Coast Guard. Once the fender lighting is operational, resources are not dedicated to finding out how to make the lighting system more robust to resist malfunction in the future.
2. Access to the fenders by the Authority's Maintenance Department to make repairs to the navigation lighting can be problematic. The Maintenance Department does not have easy access to a work boat suitable for accessing the fenders by water. The catwalks are often deteriorated and not structurally sound or incorporate up-to-date safety features. Recent modifications to bridge catwalks for security reasons require a ladder or bucket truck to access. Where over-the-side ladders or deck hatches are present, short term shoulder closings are required to access them safely.
3. The as-built information for the fender system lighting is inconsistent or non-existent. When repairs are attempted to be undertaken in a Contract, often the source of the electrical power is not traced. It is the intent of this OPS and the Contract associated with it to trace the source of the problem for frequently malfunctioning fender lighting.
4. In order to proactively assess the condition of the fender lighting systems at each NJTA bridge, various "nocturnal" inspections of the fender lighting systems have been undertaken. Most recently, one was performed by GPI in November 2017 and is included as a reference in this RFEOI. The consultant chosen for this OPS will be required to perform nocturnal inspections on the bridges listed in Section XVII and include the findings in the Phase A report. The consultant will be required to review the previous nocturnal inspections to research the history behind the issues of the fender lighting systems.
5. The consultant shall investigate options for replacing the fender lighting systems with a product that ideally is an LED type, is modular and interchangeable, and may be solar powered. This shall be summarized in a separate submission document that will include a history of the various fender lighting systems that have been installed, and the success, or lack thereof, in maintaining the various systems.
6. Input from the electrical foremen at the various maintenance districts shall be solicited. The Consultant shall assume that three (3) meetings will be required to solicit input of the challenges of maintain the fender lighting systems, propose options, and finalize recommendations for a fender lighting system. One meeting shall be scheduled before the Phase A submission, while inspections are underway. The second meeting shall occur after the Phase A submission, to discuss findings of the inspections, results of research into the lighting maintenance history, and recommendations for lighting systems that were proposed in the Phase A submission. The third meeting will be held after the Phase B submission, in order to finalize the Fender Lighting Report.
7. The fender lighting system chosen will be implemented in the repairs designed under the Contract associated with this OPS, as well as for future bridge replacements and fender system replacement/rehabilitation.

8. Solar fender lighting system placement will be evaluated at each bridge location to ensure they are not placed within shadows for all times of the year, which would affect charging.

**VI. Miscellaneous**

1. The Consultant shall provide the Supplementary Specifications in the same format as the Standard Specifications (Refer to V.D.2).
2. The specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.

The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the Turnpike, including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications.

3. The Consultant shall prepare cost estimates, attend review meetings, and the contract bid opening. The Consultant shall analyze the bids and recommend the low bid for acceptance or rejection.
4. The Consultant shall estimate the effort required for shop drawing review and Construction Consultation based on the Contract requirements and include this in their Fee Proposal.
5. The Consultant shall prepare electronic files (in both Word and pdf formats) of the Supplementary Specifications that incorporates all accepted Addendum items. All Addendum items/changes that pertain to the Supplementary Specifications shall be depicted within the final documents in accordance with examples provided by the Authority.

**VII. GENERAL REQUIREMENTS AND CONDITIONS**

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, the 2016 Standard Specifications, 7<sup>th</sup> Edition, and the latest Standard Supplementary Specifications.
2. All plan, elevation, cross-section and detail presentations shall be to scale. A separate estimate of quantity table with quantities broken down by stages shall be shown for each bridge on the Construction Plan Sheet for that structure.
3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.

8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall develop all plans in CADD format and provide the Authority with all Microstation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The mini data cartridge media shall be of the 3M DC2120, XIMAT Format variety, and the CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.
10. The Consultant shall secure all necessary permits, and post all required insurance with utilities. All Utility Orders, where required, will be performed under unanticipated services.
11. A Traffic permit is be required for all work, including inspections, on Authority Right of Way.

#### **VIII. PROGRAM FUNDING**

1. The total projected construction budget for Turnpike Contract No. A100.459 is approximately \$10.0 million, funded by the Capital Fund. Depending on budget allocations, this amount may fluctuate.

#### **IX. DESIGN OF CONTRACT No. A100.459 – PROJECT SCHEDULE AND DELIVERABLES**

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

##### **DESIGN SCHEDULE**

Award OPS No. A3660 .....	May 22, 2018
Anticipated start of work .....	June 15, 2018
Submittal of Design Schedule .....	June 15, 2018
Submittal of Phase 'A' repair priority list .....	August 1, 2018
Phase 'A' field review .....	August 15-16, 2018
Finalize Bridge Repair List .....	August 22, 2018
Submittal of Draft Fender Lighting Report .....	September 5, 2018
Draft Fender Lighting Report Review Meeting .....	September 26, 2018
Submittal of Phase 'B' construction plans .....	October 17, 2018
Phase 'B' review meeting .....	October 31, 2018
Submittal of Final Fender Lighting Report .....	November 14, 2018
Submittal of Phase 'C' Documents .....	November 21, 2018
Phase 'C' Review Meeting .....	December 12, 2018
Submittal of Phase 'D' Final Documents .....	January 9, 2019

##### **CONSTRUCTION SCHEDULE**

Date of Contract No. A100.459 Advertisement .....	January 15, 2019
Date for Receipt of Bids. ....	February 12, 2019
Award of Contract No. A100.459 .....	March 26, 2019
Notice to Proceed Contract No. A100.459 .....	May 15, 2019
Construction Completion Date .....	To Be Determined



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

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

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

SECTION V  
Staffing Estimate  
OPS No. A3660

CONTRACT NO. A100.459

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<u>HOURS/TASK</u>									
<u>Classification</u>	<u>Phase A</u>	<u>Phase B</u>	<u>Phase C</u>	<u>Phase D</u>	<u>Shop Dwg. Review</u>	<u>Const. Consult.</u>	<u>Const. Prog. Mtgs.</u>	<u>Unant. Hours</u>	<u>Total Hours</u>
Project Manager						30	70	150	
Project Engineer						200	200	700	
Engineer						200	200	600	
Drafting/CADD Tech.								300	
<hr/>									
Total Hours						430	470	1,750	

## 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 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.

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, utility permits/insurance, rental cost for bridge inspection equipment and boat rental, fuel and repairs for rented inspection equipment, Authority approved safety vests, tolls charged by other agencies as required to access Authority bridges, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. 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 ("EO 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEI 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/EO 117 and P.L., 2005, c. 271 forms. The **combined** Chapter 51/EO 117 form and the Chapter 271 form are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm>.

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

Please be advised that pursuant to P.L. 1995. C. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

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

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

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

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

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

Pursuant to N.J.S.A. 52:34-13.2 (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 contract 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.

**SECTION XVII**  
**OPS No. A3660 – Fender Repair Structure List**

<b>Parent Asset</b>	<b>Asset Name</b>	<b>Roadway</b>	<b>Over</b>	<b>Fender System - (Type)</b>	<b>Nav. Lighting</b>
Parkway	127.2N & 127.2S	NB & SB	Raritan River and Smith Street (Co Rt. 656)	Fender system	Yes
Turnpike	24.61	NS & SN	BIG TIMBER CREEK	Fender system	No
Turnpike	40.96	NS & SN	RANCOCAS CREEK	Fender system	Yes
Turnpike	P0.00	PHMTE WE & EW	DELAWARE RIVER	Fender system	Yes
Turnpike	84.24N & 84.24S	SNO & NSI ; SNO & SNI	RARITAN RIVER	Fender system	Yes
Turnpike	96.23(SNI,NSI,NO&SO)	SNO, SNI, NSO, NSI	RAHWAY RIVER	Fender system	Yes
Turnpike	N2.01	HCE - WE & EW	NEWARK BAY	Fender system	Yes
Turnpike	W107.87 & E107.88	W&E Spur NSW,SNW, NSE,SNE	PASSAIC RIVER	Fender system	Yes
Turnpike	E109.83	NSE & SNE	HACKENSACK RIVER	Fender system	Yes
Turnpike	W112.67	NSW & SNW	BERRY'S CREEK CANAL	Fender system	Yes
Turnpike	W112.72B	RAMP SWT	BERRY'S CREEK CANAL	Fender system	Yes
Turnpike	W115.36	NSW & SNW	HACKENSACK RIVER	Fender system	Yes
Turnpike	117.16	NS-I95 AND SN-I80	OVERPECK CREEK CAUSEWAY	Removable Timber Tide gate and Steel sheet pile wall at NW & SW embankment	No

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