

April 5, 2018

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. P3695  
DESIGN SERVICES FOR PNC BANK ARTS CENTER IMPROVEMENTS**

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

Profile Code(s)	Description(s)
A 060	Architecture: New Buildings
A 061	Architecture: Renovations

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

To qualify as a prequalified consultant, a firm **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months. Only those firms who have been prequalified for the specified profile code(s) this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required however for Joint Ventures.

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

This solicitation is for professional services required to provide comprehensive final design services and associated environmental and DCA permitting as necessary to develop Construction Documents for building replacement and rehabilitation work to the PNC Bank Arts Center (PNC) located in Holmdel, New Jersey adjacent to the Garden State Parkway (located at exit 116). These improvements include but are not limited to bathroom replacements, fire and security upgrades and amphitheater improvements. The improvements are being performed on behalf of both the New Jersey Turnpike Authority and the Concessionaire (LiveNation). Both parties have agreed to the scope of these improvements, which are subject to changes as the project progresses due to needs, cost, etc.

#### **Project Description**

These improvements will include but will not be limited to the demolition of various bathroom facilities, including all underground bathrooms, and construction of new bathroom facilities (above ground); lighting, fire and security upgrades; change of the lawn seating area from natural material to synthetic, and improvements to the amphitheater including basement renovations, stage area repairs, and backstage renovations. Additionally, the Consultant will provide several reports recommending various repairs and renovations throughout the facility.

The Consultant shall also assess alternatives regarding the number of contracts, contract breakout, feasibility and practicality of advance contract(s), including a recommendation to the Authority on the number of contracts and scope of each. For the purposes of this solicitation and associated person-hour estimate, two (2) construction contracts shall be assumed with Contract A to be constructed in 2019/2020 and Contract B to be construction in 2020 / 2021.

Project background materials (as-built plans, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEIO notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Lisa Navarro via e-mail at [navarro@turnpike.state.nj.us](mailto:navarro@turnpike.state.nj.us). The subject line should read "OPS No. P3695, Secure File Sharing Site Information."

### **EOI Submission Requirements**

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

1. **Letter of Interest** not exceeding five (5) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information.

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

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

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

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

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

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

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

The Firm shall identify the Project Architect 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 and its effect on the Authority's facilities. Firms should demonstrate specific first-hand knowledge of the location affected by the project and the long-term effects the project has on the Authority, its patrons, or other relevant issues.

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

**e. Approach to the Project**

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

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

**g. Commitment to Quality Management**

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

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

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Minority and Women Business Development/Department of the Treasury as a Small Business Enterprise.

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager and each Key Project team member**, (a maximum total of 6) 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 2 pages. (11" x 17" is acceptable)
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) the firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
  - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
  - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website). Stating the firm's intention to use SBE Certified firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

**The required forms referenced in Items 7 through 14 above can be found on the Authority's website: [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 fifteen (15) pages (single-sided), excluding a brief transmittal letter, Organization Chart, Estimate of Man/Work hours and the Project Schedule, Recent Authority Project Experience forms, the Affidavit of Eligibility/Disclosure of Material Litigation form, the Disclosure Form - Outstanding Work with the Authority, Commitments of Proposed Project Staff form, Certification of Staff Availability form, SBE form, Disclosure of Investment Activities in Iran form, Vendor Source Disclosure form, Ownership Disclosure Form. Pages in excess of these requirements will not be considered. The information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets will be permitted. This page limitation shall be increased to a maximum of twenty (20) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to five (5) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

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

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

Expressions of Interest must be submitted no later than **April 23, 2018 on 10:00 a.m.** 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, Planning/Facilities  
Ms. Lisa K. Navarro, P.E., Supervising 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, Planning/Facilities  
Ms. Lisa K. Navarro, P.E., Supervising Engineer

#### **Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing Ms. Lisa K. Navarro, P.E., Supervising Engineer, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to Navarro@turnpike.state.nj.us are acceptable. **The deadline for inquiries is April 12, 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 April 16, 2018.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

#### **Consultant Selection**

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

<b>RATING FACTORS</b>	<b>WEIGHT (%)</b>	<b>POINTS</b>
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	15	45
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 Technical and Fee Proposals from at least three (3) firms it deems the most qualified. All respondents will be notified at each stage of the EOI and RFP process, regarding their status.

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

**Order for Professional Services**

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

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

Very truly yours,

Robert J. Fischer, P.E.  
Chief Engineer

RJF/LKN/km  
Attachments

c: J. M. Keller  
L. K. Navarro  
Review Committee  
File

**ATTACHMENTS**

**to the**

**Request for Expressions of Interest**

**Dated April 5, 2018**

**for**

**Order for Professional Services No. P3695**

**Design Services for PNC Bank Arts Center Improvements**



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XIV.	Antidiscrimination Provisions ( <u>N.J.S.A. 10:2-1</u> )
XV.	Executive Order 189 (1988 - Kean)
XVI.	ADA Indemnification

### Project Background Materials – Delivery via Authority's Secure File Sharing Site

These documents are property of the Authority and shall not be disseminated to others by any prequalified consultant.

REPORT NJTA PNC Report (2016-08-18)  
PNC Bank Arts Center Project No. 10-3279-01  
NJTA Contract No. P500.435 Parking Lot  
NJTA Contract No. P500.351 Lighting and Accessibility  
NJTA Contract No. P500.285 PNC Roof Replacement  
NJTA Contract No. A200.393 RL Plans  
NJHA Contract No. 7523 Floor Recon and Additional Seats  
NJHA Contract No. 893 Roof Ring and Hoist  
NJHA Contract No. 884 Telegraph Hill  
NJHA Contract No. 869 Roof Rehabilitation and HVAC  
NJHA Contract No. 765 Stage Renovations  
NJHA Contract No. 710 Grading Drainage Paving and Structures  
NJHA Contract No. 709 Electrical Plans  
NJHA Contract No. 708 Alterations and Additions  
NJHA Contract No. 707 Alternations and Additions  
NJHA Contract No. 690 Amphitheatre Repairs  
NJHA Contract No. 476 Site Work  
NJHA Contract No. 475 Amphitheatre  
NJTA Contract No. 097 Renovations – Site plans, Center Slop and Renovations  
NJTA Contract No. P500.285 Stage and Backstage Roof/ Amphitheater Roof Replacement  
PNC June 1997 Renovation  
NJHA Contract No. 85-869 Campus Wide HVAC and Roof Replacements  
NJHA Contract No. 85-707 Backstage Addition

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

AECOM Technical Services

Atkins North America, Inc.

Dewberry Engineers Inc.

E2 Project Management, LLC

Gannett Fleming, Inc.

Greenman-Pedersen, Inc.

HAKS Engineers, Architects and Land Surveyors, PC

HDR Engineering, Inc.

Jacobs Engineering Group Inc.

Johnson, Mirmiran & Thompson, Inc.

Louis Berger U.S., Inc.

Michael Baker International, Inc.

Mott MacDonald LLC

Netta Architects, LLC

NV5-Architecture PC

Paulus, Sokolowski & Sartor, LLC.

SJH Engineering PC

Stantec Consulting Services, Inc.

STV Incorporated

T.Y. Lin International

The Louis Berger Group, Inc.

USA Architects, Planners + Interior Designers, PA

Yezzi Associates, L.L.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: .....	April 5, 2018
Deadline for Inquiries: .....	April 12, 2018
Posted Responses to Inquiries: .....	April 16, 2018
Submittal of Expressions of Interest: .....	April 23, 2018
Request for Technical and Sealed Fee Proposals: .....	May 4, 2018
Submittal of Technical Proposals: .....	May 21, 2018
Notify Consultant of Need for Presentation: .....	June 1, 2018
Presentation: .....	June 5, 2018
Recommendation to Award OPS: .....	June 26, 2018
Notice to Proceed.....	Mid July 2018
Contract A Construction	
Start.....	September 2019
Complete .....	April 2020
Contract B Construction	
Start.....	September 2020
Complete .....	April 2021
Completion of all Construction Work: .....	April 2021
Administration Project Closeout: .....	July 2021

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

The following information is presented to provide general understanding of the Authority's overall approach to the Improvements at the PNC Bank Arts Center. If, however, during the course of this project, the Authority deems it necessary to modify, alter or revise the approach outlined below, it shall do so to best serve the interest of the project and/or the Authority.

Outlined herein is the scope of services required to be performed by the Design Consultant. The Design Consultant will account for all project needs in their Expression of Interest, Technical Proposal and Fee Proposals.

The Design Consultant is expected to submit responses based on the information presented herein, available reference material and sound professional engineering judgment and experience.

The Design Consultant shall be responsible for the thorough understanding of the Project's requirements, including all applicable codes and regulations for all aspects of this assignment. All design elements must be in full compliance with all applicable codes, regulations and standards, and shall consider all technical guidelines available.

It will be the proposer's responsibility to bring to the attention of the Authority during the procurement process, or at the time during the submission of their Expression of Interest, the Technical Proposal and Fee Proposals, any errors, omissions or non-compliance discovered in the Authority's Request for Expression of Interest and Request for Proposals. By neglecting to do so, the Design Consultant will be responsible to make any resulting changes without additional compensation.

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

The Design Consultant shall follow the "One Call Law" field stake out (in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities) for all soil borings, test pits or other excavation work. The One Call System can be reached by dialing 1-800-272-1000.

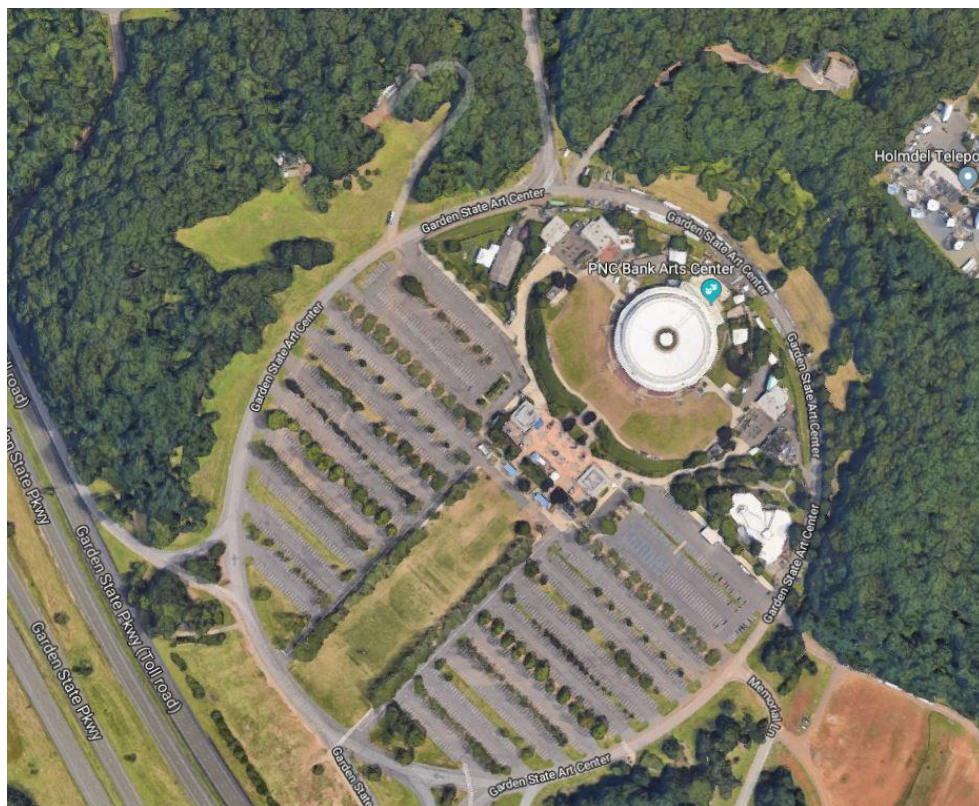
The Authority anticipates that the design phase will be divided into two separate construction contract packages. The exact number of contracts will be based on the Design Consultant's recommendation and Authority approval. Designs shall generally follow the Authority's standard four-phase (Phases A through D) design process utilizing the Authority's standards as found in the Design Manual, Design Standards, Standard Drawings, Standard Specifications and Standard Supplemental Specifications.

However, the Authority recognizes that this delivery system is tailored to highway/bridge design assignments and may not be the most desirable and/or efficient for a facilities assignment such as this. Previously, the Authority has reviewed the Authority's delivery process and has made modifications appropriate for facilities type work.

Based on the nature of this project, several evaluations will need to be conducted by the Design Consultant. **These evaluations, reports, white papers and drawings shall be considered the Phase A submission.** Phase A shall include but not be limited to, inspection of the electrical systems, condition of concrete, evaluation of the sanitary system as well as others described herewith. These findings, recommendations and conclusions with an order of magnitude construction cost estimate for each recommendation shall be compiled into an assessment report (with appropriate drawings, figures, details and recommendations) for submission to the Authority.

In the Phase A submission, a section shall be included discussing alternatives regarding the number of construction contracts, contract breakout, feasibility and practicality of advance contract(s), including recommendations with costs and benefits to the Authority on the number of contracts, prioritization of the repairs, and phasing be included. Most importantly, construction costs for each construction contract shall be broken down for each building or area with sufficient detail for an evaluation. For the purposes of this solicitation and associated man-hour estimate, two (2) construction contracts shall be assumed. Following the review and concurrence by the Authority, the Design Consultant will be permitted to proceed with the next phase of design.

The primary objective of this project is to develop construction and bid documents for the building replacement and rehabilitation work to the PNC Bank Arts Center located in Holmdel, New Jersey adjacent to the Garden State Parkway (located at exit 116). The PNC (See Figure 1 below), was first opened on June 12, 1968. Over the years it has undergone several expansions. The 17,076-seat Amphitheatre and lawn seating capacity has been greatly expanded from the 5,000 seats as originally designed.



**Figure 1: Aerial of PNC Bank Arts Center**

As performing acts drew larger crowds through the years, additional seating expansions and the sloped lawn area were constructed to accommodate this increased attendance. Support buildings were also constructed for bathrooms and concessions. The support buildings were placed in a north – south mirror, but are insufficient to accommodate the total number of patrons that the facility now experiences.

As a result, the quantity of toilet, sink, and urinal fixtures are undersized for the current attendance, resulting in long lines, reduced concessionaire revenue, and frustrated patrons. On-site research and discussions with the Concessionaire have revealed that patron flow at most events are not orderly, and paths of travel are haphazard, with routes changing during the course of a single night's event.

Very few upgrades and capital improvement projects have been undertaken at the PNC Bank Arts Center in recent years. However, the facility has undergone a roof replacement at the Amphitheatre, as well as, general electrical service upgrades

to meet the increased power demands of the facilities. As stated previously, the selected design consultant will develop construction and bid documents for two (2) contracts for rehabilitation work at the PNC Bank Arts Center.

An itemized list of the rehabilitation work is shown below in Table 1:

**Table 1: Rehabilitation Work Breakdown**

<b>CONTRACT A</b>
Amphitheatre - Replacement Sanitary Lateral
Demolition of South Underground Bathroom and South Bathroom / Construction of New South Bathroom Facility
Demolition of North Underground Bathroom and North Bathroom / Construction of New North Bathroom Facility
North Concession Building Renovations
South Concession Building Renovations
Main Plaza Building Renovations
Live Nation Office Building Renovations
Box Office Building Renovations
Campus Wide Security Upgrades
Amphitheatre - Security Gates and Fencing
<b>CONTRACT B</b>
Campus Wide Fire Alarm Replacements
Campus Wide Lighting Upgrades
Amphitheatre And Surrounding Open Area - Electrical State of Good Repair
Amphitheatre - Synthetic Lawn Material
Amphitheatre - Egress and Emergency Lighting
Amphitheatre - Seating Area Floor and Stair Concrete Repairs
Amphitheatre - Backstage Cooking Area Renovations
Amphitheatre - Backstage Dining Room Renovation
Amphitheatre - Exterior Painting and Concrete Repairs
Amphitheatre - Basement Renovations
Amphitheatre - Green Room Renovations
Amphitheatre - Sub-Basement and Stage Area Repairs
Amphitheatre - Partial Seating Replacement

For each of the items listed above in Table 1, a description of the scope of services required is listed below for the Consultant's reference. Additionally, a Facilities Assessment was prepared by HNTB in July 2016. Excerpts of this report with an assessment of each of the facilities noted above can be found in the Project Background Material via the Authority's Secure File Sharing site.

Prior to the design of these repairs the Consultant shall first perform a detailed inspection of the area. The results of this detailed inspection will be included into an overall report with recommendations for submission to the Authority as the Phase A submission. Following Authority and Concessionaire concurrence, the Design Consultant shall develop contract documents for these repairs.

The following summarizes the overall scope of services for each other items noted above:

## **CONTRACT A**

### **Amphitheatre - Replacement Sanitary Lateral**

The sanitary line which currently services the Amphitheatre is in need of replacement/upgrade due to recent blockages and failures. Following the Underground Sanitary Utility Verification, the Design Consultant will compile the results and recommendations, and include in the assessment report to be submitted as part of the Phase A submission. Following Authority concurrence, the Design Consultant shall prepare contract documents for the upgrade/replacement of this utility. The new/upgraded line will start from the amphitheater and tie into the existing TWA Interceptor. A set of As-Built plans which identify the existing line is included in the provided Project Background Materials.

### **Demolition of South Underground Bathroom and South Bathroom / Construction of New South Bathroom Facility**

Currently, the southern area bathroom facilities consist of two buildings, an aboveground and underground facility. These facilities are located just west of the South Concession building. The quantity of toilet, sink, and urinal fixtures are undersized for the current attendance, resulting in long lines, reduced concessionaire revenue, and frustrated patrons. Additionally, the bathrooms are prone to frequent flooding, plumbing and electrical issues. In response to this the Design Consultant shall prepare contract documents for the demolition of the existing South Underground Bathroom and Above Ground South Bathroom, and the construction of a new South Bathroom Facility. To achieve the required fixture counts, it is anticipated that the new bathroom building will be two floors. The design for the new building shall handle the current peak attendance which will exceed current plumbing fixture count code requirements. The bathroom building shall be designed to accommodate a minimum level of heat through new insulation and HVAC systems. Currently, the bathroom buildings do not have any heating, thus requiring yearly winterization that reduces the service life of all fixtures and equipment.

### **Demolition of North Underground Bathroom and North Bathroom / Construction of New North Bathroom Facility**

Currently, the northern area bathroom facilities consist of two buildings, an aboveground and underground facility. These facilities are located just west of the North Concession building. Additionally, the aboveground facility sits above a garage which serves as storage and a work area for PNC facility maintenance staff. The quantity of toilet, sink, and urinal fixtures are undersized for the current attendance, resulting in long lines, reduced concessionaire revenue, and frustrated patrons. Additionally, the bathrooms are prone to frequent flooding, plumbing and electrical issues. In response to this the Design Consultant shall prepare contract documents for the demolition of the existing North Underground Bathroom and Above Ground North Bathroom, and the construction of a new North Bathroom Facility. To achieve the required fixture counts, it is anticipated that the new bathroom building will be two floors. The design for the new building shall handle the current peak attendance which will exceed current plumbing fixture count code requirements. The bathroom building shall be designed to accommodate a minimum level of heat through new insulation and HVAC systems. Currently, the Bathroom Buildings do not have any heating, thus requiring yearly winterization that reduces the service life of all fixtures and equipment.

Additionally, the designer shall include a new garage area in the design for the new facility to replace the existing demolished one. If the existing foundation and retaining walls are found to be in a structurally sound and sufficient condition and do not interfere with the new bathroom facility layout, these components can remain.

### **Amphitheatre - Egress and Emergency Lighting**

In order to better assist with egress, the Design Consultant shall develop Contract Documents which replace the lighting and emergency lighting in the Seating Areas within the amphitheater area. The lighting replacements and upgrades shall include but not be limited to recessed lightings in all walkways, steps and seating areas along with new light bollards to increase light levels at lower lit areas. The stand-by generator shall be evaluated as it is anticipated that the emergency lighting circuits shall be connected to it.

### **South Concession Building Renovations**

The South Concession building can be found to the right of the Amphitheatre, and services the southern portion of the PNC. The Design Consultant shall prepare Contract Documents to completely renovate the building. These renovations shall include but not be limited to: all interior finishes, electrical, plumbing (domestic and sanitary) system, lighting and fire alarm



systems, exterior wall and roof repairs as required, replacement of doors and windows, and new roll up concession gates. The building shall be designed to accommodate a minimum level of heat by way of new insulation and HVAC systems. Currently the Concession Buildings do not have any heating, thus requiring yearly winterization that reduces the service life of all fixtures and equipment. Additionally, kitchen equipment will be supplied and designed by the Concessionaire (Live Nation). The Designer shall be responsible for coordinating the kitchen designs into the overall Contract Documents.

#### North Concession Building Renovations

The North Concession building can be found to the left of the Amphitheatre opposite to the South Concession building, and services the northern portion of the PNC. The Design Consultant shall prepare contract documents to completely renovate the building. These renovations shall include but not be limited to: all interior and exterior finishes, electrical, plumbing (domestic and sanitary) system, lighting and fire alarm systems, exterior wall and roof repairs as required, replacement of doors and windows, and new roll up concession gates. The building shall be designed to accommodate a minimum level of heat by way of new insulation and HVAC systems. Currently the Concession Buildings do not have any heating, thus requiring yearly winterization that reduces the service life of all fixtures and equipment. Kitchen equipment will be supplied and designed by the Concessionaire (Live Nation). The Designer will be responsible for coordinating the kitchen designs into the overall Contract Documents.

#### Main Plaza Building Renovations

The Main Plaza building houses both male and female bathroom facilities, a small security office and the medical/EMT suite. It is located on the south side of the facility, outside of the seating and main amphitheater area. This building is original to the 1968 construction and will require a gut renovation of all areas described along with the reconfiguration of some of the interior spaces to serve the required functions. These renovations shall include but not be limited to: all interior and exterior finishes, electrical, plumbing (domestic and sanitary) system, lighting and fire alarm systems, exterior wall and roof repairs as required, replacement of doors and windows, and reconfiguration of the space as required.

#### Live Nation Office Building Renovations

The Live Nation Office Building is located on the north side of the venue outside of the fenced in the area. This building is wood framed and is anticipated to be a gut renovation along with reconfiguration of the office, bathroom and open spaces to make the facility more usable. These renovations shall include but not be limited to: all interior and exterior finishes, electrical, plumbing (domestic and sanitary) system, lighting and fire alarm systems, exterior wall and roof repairs as required, replacement of doors and windows, and reconfiguration of the space as required. New code-compliant male and female bathrooms shall be included.

#### Box Office Building Renovations

The Box Office Building is original to the 1968 construction and is located outside of the venues' fenced-in area at the south side. The design shall incorporate minor cosmetic renovations for the interior and exterior such as roof repairs and painting.

#### Campus Wide Security Upgrades

The Concessionaire will be implementing a campus wide CCTV security program during the same timeline that this Program's construction will be occurring. The campus-wide CCTV security program is not part of this RFEOI. However, in order to improve the overall security to the PNC, the Design Consultant shall develop Contract Documents which supplement the overall security to the entire center. The Design Consultant for this task shall retain an individual with sufficient experience in the Security field to oversee the development of these upgrades. The security system will include but not be limited to the installation of new card access to all facilities, removal of trees and other obstructions which may block vantage points throughout the center. The Design Consultant shall incorporate their findings and recommendations into a report for submission to the Authority as part of the Phase A Submission. Following Authority concurrence, the Design Consultant shall continue with the design of these upgrades. This report in concurrence with the Security TVA Report shall be used as the basis for the design of these upgrades.

#### Amphitheatre - Security Gates and Fencing

In order to improve the overall security to the Amphitheatre, the Design Consultant shall prepare contract documents for the installation of two new security gates located at the South and North rear access points to the ring road. These gates shall

be powered, sliding and be vehicle impact rated. Additionally, the Design Consultant shall prepare repair plans for the existing perimeter fencing for inclusion into the final contract documents.

## **CONTRACT B**

### **Campus Wide Fire Alarm Replacements**

In order to improve the overall security and fire prevention of the PNC, the Design Consultant shall prepare contract documents for the installation and replacement of Fire Alarms for all buildings not being renovated or brought up to code as a part of this contract. Assume all buildings are to be included except for the Amphitheatre itself. Upgrades will include but not be limited to strobes, sensors and audio upgrades. The Design Consultant shall be responsible for coordinating with the Division of Fire Safety in order to ensure that the buildings being upgraded meet the current codes and standards.

### **Campus Wide Lighting Upgrades**

In order to better assist with egress and pedestrian access, the Design Consultant shall develop contract documents which upgrade the lighting throughout the entire PNC within the fence area. This design shall include but not be limited to the replacement of existing pole mount light fixtures and additional pole mounted and bollard lighting to account for pedestrian flows. The Design Consultant as a part of this task shall also develop a lighting study to support these contract documents. This study shall be submitted as part of the Phase A submission. Following Authority concurrence, the Design Consultant shall continue with the design. It is anticipated that the fixtures will match the newly installed light poles and fixtures at the new south egress ramp.

### **Amphitheatre - Synthetic Lawn Material**

Currently, the lawn area which provides for additional seating at the PNC consists of natural grown materials. As a part of this contract, the design consultant shall retain a Landscape Architect to develop contract documents for the removal of this material and the installation of synthetic lawn material at all lawn seating areas. Contract documents shall also include the design for additional drainage with silt and solids interceptors at the base of the lawn seating area to accommodate the increased runoff due to the change in material, as well as, any other improvements necessary for the facilitation of this material change. The storm water piping will need to connect to the existing storm water pumping system located at the north side of the stage.

### **Amphitheatre and Surrounding Open Areas - Electrical State of Good Repair**

The electrical distribution system which services the entire Amphitheatre is in need of repair/upgrade. The selected Design Consultant shall retain an Electrical Engineer to evaluate the existing distribution system. The Design Consultant shall coordinate this evaluation with the Authority so that the proper personnel (electricians) may be present in order to assist with the evaluation. The results of this detailed evaluation will be included into an overall report with recommendations for submission to the Authority at Phase A (with appropriate drawings). Following Authority concurrence, the Design Consultant shall develop contract documents for these repairs/upgrades.

### **Amphitheatre - Seating Area Floor and Stair Concrete Repairs**

The main seating sections within the PNC Bank Arts Center are in need of selective repair specifically, the stair and floor areas. As a part of this contract the Design Consultant shall inspect these areas and determine what areas are in need of complete repair. The results of this detailed inspection will be included into an overall report with recommendations for submission to the Authority at Phase A (with appropriate drawings/details). Following Authority concurrence, the Design Consultant shall develop contract documents for these repairs.

### **Amphitheatre – Backstage Cooking Area Renovations**

The Amphitheatre backstage cooking areas are comprised of two separate rooms and are located behind the main stage area adjacent to the Dining Room. For this task, the Design Consultant shall prepare contract documents which shall include but not be limited to: renovation of all floor, wall and ceiling finishes, replacement of all the pumps, plumbing and electrical fixtures in these areas. Kitchen equipment will be supplied and designed by the Concessionaire (LiveNation). The Designer will be responsible for coordinating the kitchen designs into the overall Contract Documents.

#### Amphitheatre - Backstage Dining Room Renovation

The Amphitheatre backstage dining room area can be found behind the main stage area. For this task, the Design Consultant shall prepare contract documents which include but are not limited to gutting and replacing both the men and female bathrooms (found in rear of dining area), and gut renovations and finishes to the Dining Room Area. The renovated bathrooms shall be designed to current plumbing fixture count code requirements.

#### Amphitheatre - Exterior Painting and Concrete Repairs

In order to improve the overall appearance of the Amphitheatre and further protect the concrete surfaces from corrosion, spalling, etc., the Design Consultant shall prepare design contract documents for the painting and repair of all exterior concrete surfaces throughout the Amphitheatre. The Design Consultant's design for repairs shall be based on an inspection of the exterior surfaces. The results of this inspection which will include figures, recommendations, applicable details and conclusions/recommendations shall be included in a report for submission at the end of Phase A. The report shall also include three types of materials for painting the exterior faces, with costs/benefit for each. Following Authority concurrence on the report the designer shall develop the repair and painting contract documents accordingly.

#### Amphitheatre - Basement Renovations

The Amphitheatre Basement includes multiple dressing rooms, bathrooms, a sound control room and an electrical room. For this task, the Design Consultant shall prepare contract documents which include but are not limited to renovating the existing floor, wall and ceilings of the basement with new finishes. Additionally, the contract documents shall include new upgraded plumbing and lighting fixtures, as well as, other features the Design Consultant deem necessary to be renovated.

#### Amphitheatre - Green Room Renovations

The Amphitheatre Green Rooms can be found to the left and right of the main stage (looking out) and are on both the 1<sup>st</sup> floor. For this task, the Design Consultant shall prepare contract documents which include but not be limited to gut and replace all the floor, wall and ceiling finishes, plumbing and electrical fixtures in both rooms, as well as, other features the Design Consultant deem necessary to be renovated.

#### Amphitheatre - Sub-Basement and Stage Area Repairs

The Amphitheatre Main Stage consists of both a basement and sub-basement area. For this task, the Design Consultant shall prepare contract documents which repair the stage and sub-basement in this area. These repairs will include but not be limited to repairs to the existing pumps, louvers and plumbing fixtures. Prior to the design of these repairs the Consultant shall first perform a detailed inspection of the area.

#### Amphitheatre - Partial Seating Replacement

The 200 and 300 seating sections within the PNC which can be found in the center (See Figure 2 below) are in need of selective replacement. As a part of this contract the design consultant shall inspect the seats within these sections and determine what seats are in need of complete replacement. The results of this detailed inspection will be included into an overall report with recommendations for submission to the Authority at Phase A (with appropriate drawings/details). Following Authority concurrence, the Design Consultant shall develop contract documents for these repairs.



**Figure 2: PNC BANK ARTS CENTER SEATING CHART**

## **SCHEDULE**

The Design Consultant is advised that the design phase of this project should be completed within eight (8) months of award of the contract – see the provided program schedule above. The Consultant shall provide a detailed schedule which indicates time frames required for the activities associated with the services described herein. The Design Consultant shall prioritize the preparation of permit applications, reports and any utility packages as deemed required in the Phase A report. The Design Consultant shall also include Phase Milestones and 3 week review times within their schedule.

## **SPECIFIC SERVICES**

1. Coordination
  - a) The Design Consultant is responsible to the Authority for the work of its subconsultants.
  - b) The Design Consultant, upon approval by the Authority, will meet with representatives from appropriate State, County, Municipal, Utility, and other private or public organizations or agencies, as necessary to effectuate the completion of work items. High level meetings will be attended by the Authority as required. The Design Consultant will prepare all memoranda of meetings attended with copies to the Authority and others as appropriate within five (5) working days of the meeting.
  - c) The Design Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings, as appropriate.
  - d) Design Status Meetings will be held on a bi-weekly basis with the Authority.
  - e) Department Coordination - The New Jersey Turnpike Authority shall serve as the primary point of contact for the Design Consultant when coordinating with the various Authority Departments. The New Jersey Turnpike Authority will disseminate gathered information to the Design Consultant and Construction Manager as appropriate.
  - f) All DCA submissions, reviews and permit fees will be the responsibility of the Design Consultant.
2. Design Delivery Process Review - The design shall generally follow the Authority's standard four-phase (Phases A thru D) design process utilizing the Authority's standards as found in the Design Manual, Design Standards,

Standard Drawings, Standard Specifications and Standard Supplemental Specifications. However, the Authority recognizes that this delivery system is tailored to highway/bridge design assignments and may not be the most desirable and/or efficient for a facilities assignment such as this. As previously stated, the Authority, has reviewed the Authority's delivery process and has made modifications appropriate for facilities type work.

3. CADD / BIM – Designs for this Contract will be done utilizing CADD/BIM. Guidelines, which have been adopted for this Contract are outlined in the *CADD/BIM Manual*, dated March 19, 2013, and are available as reference for this assignment. **AutoCAD Revit is preferred.**
4. Post Design Services– The Consultant will be responsible for providing post design services as described in the Authority's Procedures Manual (which is available on the Authority's website). It is specifically noted that the Consultant shall be responsible for review of shop drawings and responding to RFIs in accordance with Section 3.4.6 "Post Design Services" including Exhibit 3-9 of the Authority's Procedure's Manual. The Consultant will be required to reply to and log all RFI's, shop drawings, material data sheets, contractor inquiries and all construction related questions in a timely manner as established at the start of 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.
5. Develop Project Mapping – The Design Consultant will be responsible for performing building and site survey and developing all project mapping determined to be necessary to accomplish the services described.
6. Survey – The Design Consultant shall supplement the base mapping with field surveys as required to obtain the required accuracy for the preparation of contract documents.
7. Review Conceptual Plans – The Design Consultant shall review and verify the conceptual plans, prototypes, budgets and schedules prepared to date for the PNC Bank Arts Center Improvements Program.
8. Underground Sanitary Utility Verification – For this task, the Design consultant shall retain a Contractor in order to locate and video scope all sanitary lines which service each of the buildings within the complex. The retained contractor shall video inspect and locate each line via GPS. The Design Consultant scope of work shall include but not be limited to taking this information from this inspection and prepare existing as-built plans for inclusion into the final contract documents.
9. Utility Engineering – The Design Consultant shall identify existing utilities within project area and main utility fees out to the Garden State Parkway. The existing utilities shall be evaluated for potential conflicts with the proposed designs. If utility relocations are required, preliminary relocation schemes shall be coordinated directly with the utility companies prior to preparing and executing all Utility Orders for utility relocation work. Utility company engineering fees necessary for the utility engineering authorization shall be included in the Consultant's fee proposal as a direct expense of \$100,000. Every effort should be made for utility relocation work to be performed prior to the award of the construction contract work. Similarly, every effort should be made for all contract dependent utility relocation work to be incorporated into and made part of the contracted work. The designer shall anticipate a utility relocation contract as the first package which would include the upgrade to the sanitary line if the findings dictate so.
10. Stormwater Management / Water Quality Measures – The Design Consultant shall be responsible for the development of any / all Stormwater / Water Quality Measures required for this assignment.
11. Permitting – The Design Consultant shall perform all environmental investigations as may be necessary to obtain all permits, attend all required meetings with the regulatory agencies, and prepare all permit applications required for the project. The Consultant shall minimize the overall environmental impacts to the project, while achieving the project goals. Required permit applications and documentation shall be provided to the Authority and Program Manager for review prior to submission to the appropriate regulatory agency. The Consultant shall provide required copies for the appropriate agency and Authority. Consultant shall ensure that the project design and contract documents comply with the conditions and restrictions thereof. All required permit application fees will be paid for by the Design Consultant as a direct expense and reimbursed by the Authority.
12. All New Jersey Department of Community Affairs – Division of Codes and Standards (DCA) submissions, reviews and permit fees will be the responsibility of the Design Consultant. The Consultant shall fill out and submit the Authorities' "Permit Application Form Checklist" to ensure items and permits are not missing. This form shall be submitted well in advance of the final DCA submission.

13. The Design Consultant shall retain a Geotechnical Engineer perform a foundation design in accordance with the latest version of the NJTA Procedures Manual and Design Manual. The Geotechnical Engineering effort will have four phases:

- Phase A: Geotechnical Engineering: Prepare and submit Phase A Geotechnical Engineering Report, Desk Study and GEP.
- Phase B: Geotechnical Engineering: Perform the Geotechnical Exploration, preliminary design recommendations, and preliminary Phase B Geotechnical Engineering Report.
- Phase C: Geotechnical Engineering: Finalize design recommendations, preliminary plans and specifications, and finalized/revised Phase B Geotechnical Engineering Report.
- Phase D: Geotechnical Engineering: Finalize plans and specifications.

A minimum of one boring every 2,500 square feet of building plan footprint shall be taken in accordance with NJTA Design Manual Section 5.3.2.3.

Foundations for buildings shall be designed in accordance with Section 5.7.6 of the NJTA Design Manual and the current International Building Code (IBC) and International Building Code - New Jersey Edition (NJBC), applications include toll plazas, maintenance facilities, and service areas.

14. The Design Consultant shall test the soils from the borings for containments and other hazardous materials. If the testing results are positive for contaminants, the Design Consultant shall retain a Licensed Site Remediation Professional (LSRP) to oversee the removal and remediation of the work zone as required.
15. The Design Consultant shall prepare and submit an application for Soil Erosion and Sediment Control Plan Certification to the Freehold Soil Conservation District.

#### **ADMINISTRATION**

1. Design Consultants Project Manager - The Consultant's Managing Principal, the Consultant's Project Manager and all subconsultant Project Managers assigned to this project shall possess a valid New Jersey Architectural license and, shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The Consultant shall also present to the Authority for approval appropriate personnel to be assigned for the position vacated.
2. NJTA Coordination - The Consultant will coordinate its activities with the Authority's personnel throughout this Contract. The Consultant will establish a means, acceptable to the Authority's Project Engineer, for coordinating and reporting activities to ensure an expeditious exchange of information. The Consultant will be required to attend bi-weekly status meetings with the Authority's Project Engineer.
3. Drawing / Phase Reviews - The Authorities General Engineering Consultant (HNTB Corporation) will be responsible to coordinate and conducted reviews on all reports and Phase Submissions. Reviewers and stake holders, including but not limited to; all internal Authority Departments, HNTB Corporation and LiveNation will be part of these reviews. These review sessions will be conducted as an all-digital review using BlueBeam Studio Sessions in a cloud environment. The Design Consultant shall coordinate with HNTB Corporation for timely responses to comments on these submissions.
4. Program Progress Reports - The Consultant will be responsible to prepare and submit monthly Program progress reports indicating percent of work complete by task, work submittals completed in the last month, work and submittals to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. Reports must be submitted on a monthly basis and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved design schedule prepared by the Consultant using Primavera or SureTrak software. The monthly report shall be a bound, formal summary serving as an Executive Summary of the program status, as well as a quick reference for individuals involved on a daily basis.

5. Invoicing Requirements - All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. for their assignment. Invoices will not be processed before the progress report for that month's activities has been submitted.

Invoices are required to be submitted on a monthly basis. All invoices shall be submitted to the Authority's Project Engineer within 15 business days of the cutoff date.

The Consultant shall submit time sheet summaries. Individual employee's time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this solicitation.

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

The Consultant shall be responsible to submit to the Authority for approval the wage rate of personnel that will be working on the project. They shall also be responsible to manage their assignment to maintain average hourly rates in accordance with their Fee Proposal.

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

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

OPS No. P3695  
 Design Services for PNC Bank Arts Center Improvements

<b>Hours/Tasks</b>								
Classification (ASCE-Grade)	Management	Phase A Evaluation & Reporting	Phase B Preliminary Design	Phase C Contract Documents	Phase D Contract Documents	Permit Applications	Post-Design Services	Total Hours
Project Manager ( )								
Senior Engineer ( )								
Engineer ( )								
Junior Engineer ( )								
Survey (3-man crew)								
Other-Specify ( )								
Other-Specify ( )								
Total Hours								



## **SECTION VI**

### **Compensation Basis**

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

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

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

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

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

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

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

Given the potential for out of scope activities to arise during the performance of this OPS, the Consultant is directed to include a 15% contingency of the burdened labor fee for "If and Where Directed Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

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

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

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

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

**SECTION VII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM**

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Minority and Women Business Development ("Commerce Commission") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Division as a SBE. The Consultant must submit proof of its subconsultant's SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-5.2, the consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

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

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

1. Consultant shall request a listing of small businesses from the Division and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;

4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the project description;
6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. Efforts made to use the services of available community organizations, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("Executive Order 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this 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 or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

### **STATE TREASURER REVIEW**

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

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

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

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

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

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

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

corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.

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

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

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

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

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

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

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

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

- (a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to review by the Office of the State Comptroller (OSC) pursuant to N.J.S.A. 52:15C-14(d).

- (b) As of November 15, 2010, the Consultant (contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **SECTION XII**

### **Source Disclosure Certification**

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

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

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

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

## **SECTION XIII**

### **Disclosure of Investment Activities in Iran**

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

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

## **SECTION XIV**

### **Anti-discrimination 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 thereto, are made a part of this OPS. In providing any aid, benefit, or service on behalf of the Authority pursuant to this OPS, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this OPS, the Consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the Consultant agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

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