

May 16, 2018

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. P3674  
DESIGN SERVICES FOR CONTRACT NO. P100.476  
SUPERSTRUCTURE REPLACEMENT AND WIDENING OF  
BRIDGE NO. 158.2, GSP BRIDGE OVER  
PASSAIC RIVER, US ROUTE 46, AND RIVER ROAD**

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

<b>Profile Code</b>	<b>Description</b>
A091	Bridges: Widenings and Modifications

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

To qualify as a prequalified consultant or Joint Venture, entities **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months. Only those legal entities prequalified for the specified profile code by the closing date stipulated for this assignment will be considered. Prequalification is not required for subconsultants.

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

This solicitation is for professional services required to provide engineering services for preliminary and final design engineering, and permitting services for the superstructure replacement and widening of Bridge No. 158.2, GSP Bridge over Passaic River, US Route 46, and River Road.

### **Project Description**

Garden State Parkway Bridge No. 158.2 is owned, operated and maintained by the New Jersey Turnpike Authority; and carries the northbound and southbound roadways over the Passaic River, US Route 46, and River Road. The Authority has determined that the superstructure shall be replaced with a new widened superstructure in order to accommodate three 12'-0" lanes of traffic with a 12'-0" right shoulder and a 5'-0" left shoulder in each direction. The bridge shall be widened to accommodate this lane configuration while maintaining three lanes of traffic during construction. A construction of a temporary bridge could be considered. Due to the superstructure replacement and widening, at least one mainline sign structure (approximately at MP 152.0) and two sign structures on US Route 46 below servicing the US Route 46/GSP interchange ramps will also require replacement.

Engineering services are required for preliminary and final design for the superstructure replacement and widening of the existing structure. This work will also include modifying/rehabilitating the existing abutments, wingwalls and piers in order to accommodate the proposed new widened superstructure and corresponding seismic analysis for the new widened superstructure with consideration of reusing the existing piers. The project shall include all approach roadway widening and improvements and replacement of the sign structures.

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact King F. Lee via e-mail at [klee@turnpike.state.nj.us](mailto:klee@turnpike.state.nj.us). The subject line should read "OPS No. P3674, Secure File Sharing Site Information."

### **EOI Submission Requirements**

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

1. **Letter of Interest** not exceeding seven (7) single-sided, letter-sized pages with minimum 1-inch borders and minimum font (Arial) size of 10 pt., and 1.0 line spacing, stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information:

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

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

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

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

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

Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

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

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

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

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

**e. Approach to the Project**

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

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

**g. Commitment to Quality Management**

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

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

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI 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 members**, (a maximum total of 8) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one 11"x17" page.
6. **Recent Authority Project Experience form** (which is available on the Authority's website) identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each 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

This form shall be submitted by the prime consultant and each subconsultant.

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 6 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), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed seven (7) pages, **Resumes**, a maximum of eight (8), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are not permitted (besides one 11"x17" sheet for the Project Schedule).

A brief transmittal letter along with the following forms and/or documents (listed below in the order in which they appear in this RFEOI), are **excluded** from the above referenced page count:

- Organization Chart
- Detailed Estimate of **Man/Work** Hours
- Project Schedule
- Recent Authority Project Experience Form
- Affidavit of Eligibility/Disclosure of Material Litigation Form
- Disclosure Form - Outstanding Work with the Authority
- Commitments of Proposed Project Staff Form
- Certification of Staff Availability Form
- SBE Form
- Disclosure of Investment Activities in Iran Form
- Vendor Source Disclosure Form
- Ownership Disclosure Form

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

**Expressions of Interest must be submitted no later than 12:00 PM on Wednesday, June 6, 2018.** Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at

the Consultant's risk. Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Structures Design  
King F. Lee, P. E., Project Engineer

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

New Jersey Turnpike Authority  
PO Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Design  
King F. Lee, P. E., Project Engineer

### **Inquiries**

Inquiries pertaining to this RFEI are to be directed in writing to King F. Lee, P.E., Project Engineer, Structures Design, New Jersey Turnpike Authority, PO Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to klee@turnpike.state.nj.us are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5395. **The deadline for inquiries is 12:00 PM, Wednesday, May 23, 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 Friday, May 25, 2018.** Consultants will be responsible for submitting their EOIs in accordance with the RFEI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

### **Consultant Selection**

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

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

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	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 EOI, Technical Proposal and Final Negotiated Fee Proposal.

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

### Traffic Permit

Consultants are advised that the consultant must obtain (and have in its possession) a Traffic Permit, issued by the Authority's Operations Department, before the consultant will be allowed to enter the Authority's right-of-way to perform any professional services hereunder. The Traffic Permit Application may be downloaded from the Authority's website under **Doing Business – Reference Materials** and requires the consultant's signature agreeing to the Traffic Permit Indemnification and Waiver of Claims.

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



Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF:KFL:ms

**Attachments**

c: W. Wilson, P.E.  
K. F. Lee, P.E.  
Review Committee  
File

**ATTACHMENTS**

**to the**

**Request for Expressions of Interest**

**Dated May 16, 2018**

**for**

**Order for Professional Services No. P3674**

**Design Services for Contract No. P100.476  
Superstructure Replacement and Widening of Bridge No. 158.2,  
GSP Bridge over Passaic, US Route 46, and River Road**

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

AECOM Technical Services	NAIK Consulting Group, P.C.
AmerCom Corporation	NV5, Inc.
Arora and Associates, P.C.	Parsons Transportation Group, Inc.
Atkins North America, Inc.	Pennoni Associates, Inc.
Boswell Engineering	Pickering, Corts & Summerson, Inc.
Buchart-Horn, Inc.	PKB Engineering Corporation
CDM Smith Inc.	SJH Engineering, P.C.
CHA Consulting, Inc.	Stantec Consulting Services, Inc.
Cherry, Weber & Associates, P.C.	STV Incorporated
Churchill Consulting Engineers, PC	T&M Associates
Dewberry Engineers Inc.	T.Y. Lin International
Distinct Engineering Solutions, Inc.	Taylor, Wiseman & Taylor
French & Parrello Associates, P.A.	Tectonic Engineering & Surveying Consultants P.C.
Gannett Fleming, Inc.	The Louis Berger Group, Inc.
Geocomp Corporation	Traffic Planning and Design, Inc.
Greenman-Pedersen, Inc.	TranSystems Corporation
HAKS Engineers, Architects and Land Surveyors, PC	Urban Engineers, Inc.
Hardesty & Hanover, LLC	W.J. Castle P.E. and Associates P.C.
HDR Engineering, Inc.	WSP USA Inc.
IH Engineers, P.C.	Yu & Associates, Inc.
Jacobs Engineering Group Inc.	
Johnson, Mirmiran & Thompson, Inc.	
Kimley-Horn and Associates, Inc.	
KMA Consulting Engineers, Inc.	
KS Engineers, P.C.	
LiRo Engineers, Inc.	
Louis Berger U.S., Inc.	
LS Engineering Associates Corporation	
Malick & Scherer, P.C.	
McCormick Taylor, Inc.	
McLaren Engineering Group	
Michael Baker International, Inc.	
Modjeski & Masters, Inc.	
Mott MacDonald LLC	
MP Engineers, P.C.	

## **SECTION II**

### **Administrative and Agreement Information**

#### **Professional Corporation**

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

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

#### **Signatures**

Expressions of Interest, Technical Proposals and Fee Proposals must be signed by an officer of the Firm authorized to make a binding commitment.

#### **Incurring Costs**

The Authority shall not be liable for any costs incurred by any consultant in the preparation of their EOI.

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

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

#### **Acceptance of EOIs**

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

#### **Rejection of EOIs**

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

#### **Final Contract**

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

#### **Dissemination of Information**

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

#### **News Releases**

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

**Public Records**

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

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

**I. PROJECT SCHEDULE AND DELIVERABLES**

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

**EOI AND OPS AWARD SCHEDULE**

Posted .....	May 16, 2018
Deadline for Inquiries .....	May 23, 2018
Posted Responses to Inquiries .....	May 25, 2018
Submittal of Expressions of Interest .....	June 6, 2018
Request for Technical and Sealed Fee Proposals .....	June 25, 2018
Submittal of Technical Proposals .....	July 16, 2018
Notify Consultant of Need for Presentation .....	July 31, 2018
Presentation .....	August 3, 2018
Recommendation to Award OPS .....	September 25, 2018
Notice to Proceed .....	October 29, 2018

**DESIGN SCHEDULE**

Notice to Proceed .....	October 29, 2018
Submission of Design Progress Schedule .....	November 5, 2018
Submittal of Phase ‘A’ and Preliminary Design Studies .....	March 1, 2019
Phase ‘A’ Review Meeting .....	March 27, 2019
Submittal of Phase ‘B’/MPT Construction Plans .....	June 28, 2019
Phase ‘B’ Review Meeting .....	July 24, 2019
Submittal of Phase ‘C’/Constructability Documents .....	September 23, 2019
Phase ‘C’ Review Meeting .....	October 16, 2019
Phase ‘D’ Final Documents .....	December 9, 2019
<b>Advertise Construction Contract P100.476</b> .....	February 14, 2020
Estimated date for receipt of bids .....	March 20, 2020
Contract Award (approx. date) .....	April 30, 2020

**CONSTRUCTION SCHEDULE**

Notice to Proceed .....	August 10, 2020
Estimated date for start of construction .....	December 14, 2020
Completion of all Construction Work (approx. date) .....	TBD
Administration Project Closeout .....	TBD

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

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

**A. GENERAL**

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Supplementary Specifications, Standard Drawings and the Authority's Design and Procedures Manuals. These publications and drawings are located on the Authority's website.
2. Complete bid and contract documents including the plans, supplementary specifications and Engineer's Estimate, shall be prepared for this project. The Construction Contract No. P100.476 shall include the design of the new superstructure and substructure elements with repairs and modifications.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority, in the Expression of Interest, or during preparation of the Expression of Interest, Fee Proposal, any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible for making any resulting design changes without additional compensation.

**B. PROJECT COORDINATION**

**1. NJTA Coordination**

- a. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the Authority's Engineer to ensure an expeditious exchange of information. The NJTA shall be informed of all meetings with outside agencies, state and local government officials and/or groups so that NJTA personnel may attend, if necessary. The consultant shall attend design review and coordination meetings with NJTA project team, prepare minutes of all meetings attended, and transmit copies to the Authority's Project Engineer.
- b. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project, Ver. 11.0, or higher, for review and approval by the Authority. The Consultant will be responsible for preparing and submitting a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Engineering Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project's kick-off meeting.
- c. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall

implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.

- d. 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 consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment.
- e. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

## **2. Other Agency Coordination**

The Consultant will be required to contact and meet with representatives of Passaic County, Bergen County, City of Clifton, Borough of Elmwood Park, NJDOT, environmental permitting agencies, and/or utilities to review and determine all necessary project requirements, permits and coordination. The Consultant will be required to coordinate with environmental permitting agencies, including but not limited to United States Coast Guard (USCG), United States Corps of Engineers (USACOE), New Jersey Department of Environmental Protection (NJDEP), County Soil District, etc., as required to complete the necessary permit applications for the project.

The Consultant shall coordinate with all stakeholders of the project having jurisdiction during all phases of design and NJTA shall be notified for all coordination activities. The Consultant shall prepare minutes of all meetings attended, and transmit copies to the Authority's Project Engineer. The Consultant is responsible for the preparation of displays, Exhibits and other presentation materials deemed necessary for these meetings

The Consultant shall engage the public and communicate Project information as required. The Consultant will be required to use all available resources to communicate Project information including, but not limited to, broadcast and print materials, variable message signs. The Consultant, working closely with the Authority, will perform public involvement and communications and shall prepare all materials, presentations, and any other media required for communicating Project information to all interest persons, groups and government organizations.

The Consultant shall confirm with all stakeholders of the project that all necessary project permits are obtained and all necessary project requirements are satisfied before advertising.

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

## **C. STRUCTURE DESCRIPTION**

Bridge No. 158.2, carrying the Garden State Parkway Northbound and Southbound over the Passaic River, US Route 46, and River Road, was originally constructed in 1955 under GSP Contract Nos. 50, 51, and 52, and widened in 1963 under GSP Contract No. 46-401. This structure spans the Passaic River (Dundee Lake), connecting the City of Clifton, Passaic County to the Borough of Elmwood Park, Bergen County.



This structure is eight (8) spans which are comprised of two (2) - four (4) span continuous units, carrying three (3) lanes (varying from 11'-0" to 13'-0" in width) of traffic in both the southbound and northbound roadways. The left shoulders are 2'-6" and the right shoulders vary from 5'-6" (SB) to 7'-0" (NB). The northbound and southbound roadways are carried by independent superstructures. The structure is 968'-10" long and 99'-3" wide with an overall curb to curb roadway width of 87'-2". The bridge's four (4) span continuous units are composed of one welded steel plate girder (as a part of 1963 widening) and two original riveted built-up girders, with a steel floorbeam and stringer system supporting a noncomposite reinforced concrete deck with LMC overlay for each independent superstructure. Original Girders (interior) are 23'-0" apart, and widening Girders 1 and 6 are then spaced another 11'-0" away. Although there are three girders per roadway, the spacing and connections do not provide structural redundancy and all six girders are therefore treated as Fracture Critical Members (FCMs). The substructure units consist of the original large center "T" type pier widened by the addition of a single semicircular column with a separate block pier cap at both ends. All substructure units are steel pile supported, which are founded on bedrock. The South abutment is a full height abutment and the North abutment is a stub abutment, both supported on steel piles.

Due to the Dundee Dam located 4,000'± downstream (south) of this structure, this portion of the Passaic River is considered an un-navigable lake (Dundee Lake). There is no fender system.

In 1992, a Stage I Scour evaluation was performed for this structure. This evaluation determined that this structure is not scour critical and a Stage II In-Depth Scour Evaluation with no priority repairs recommended. A Type 2 underwater inspection was performed on August 28, 2017.

The minimum vertical underclearance for this structure over River Road is 14'-4", measured from the centerline of River Road to Girder 2 below Span 8. The bridge is currently posted for 14'-4" at the east and west approaches to the structure along River Road. The minimum vertical underclearance for this structure over US Route 46 is 14'-6" below Girder 1 (from west) in the right lane of the eastbound roadway under Span 1 (from south). Currently this structure is not posted at this location.

The structure has been repaired since its original construction, in addition to alterations made by its widening in 1963. Repairs have been made to the deck, wearing surface, joints and headers, substructure, and superstructure steel. There has also been an additional painting contract since the widening contract. Security fence with barbed wire and razor ribbon has been installed by Contract A100.183 in 2012 under the structure enclosing the areas around both abutments. Most recently Contract P100.233 performed extensive steelwork repairs to twenty-six (26) of the 1963 floorbeams located between Girders 1 and 2 and 5 and 6, due to the extensive losses and low ratings found on these beams. The remaining eighteen (18) floorbeams are now repaired under COP1 of Contract P100.341. This structure carries fiber optics along the outside face of the east fascia on a utility shelf.

The Construction Contract History is summarized in the Bridge Evaluation Survey Report. As-built drawings for the original construction, repair contracts and bridge inspection report are available for review, as listed in the Project Background Materials, Section XVII.

#### **D. SCOPE OF PROJECT**

Engineering services are required for preliminary and final design for the superstructure replacement and widening of the existing structure and provide for the lane configuration of three 12'-0" lanes of traffic with a 12'-0" right shoulder and a 5'-0" left shoulder in each direction. This work will also include modifying/rehabilitating the existing abutments, wingwalls and piers in order to accommodate the proposed

new widened superstructure and corresponding seismic analysis for the new widened superstructure with consideration of reusing the existing piers and abutments. The final striping configuration for the structure and approach roadways shall be for three lanes of traffic in each direction or as directed by the Authority. The project shall include all approach roadway widening and improvements and replacement of the sign structures.

The services furnished shall include but not necessarily limited to the items of work described below and shall adhere to the requirements of the Authority's Design and Procedure Manuals Revised:

1. Survey

The CONSULTANT shall provide ground control field survey as necessary to establish existing conditions and control for design and construction, including survey to establish Garden State Parkway right-of-way in critical areas. Horizontal control shall be referenced to the NAD27 system and vertical control to the NAVD29 system. Survey data shall be collected electronically, and the original and edited field files shall be provided to the Authority as records of the survey with the deliverables. Structural Steel elevations and information required for superstructure replacement and widening of the existing structure shall be obtained from field survey. The Consultant shall not rely on accuracy of as-built drawings and shall field verify required data.

The Consultant shall provide hydrographic surveys as needed to establish depth and channel data required for hydraulic analyses and substructure design.

2. Mapping

The CONSULTANT shall survey the area of work in order to provide the mapping for the project. All necessary horizontal and vertical ground control for mapping shall be provided for under this OPS. Permanent traverse points shall be used for the ground control (with ties) with the locations and elevations plotted onto the mapping. Ties for all available GPS monumentation, if used, shall be plotted onto the mapping. The Consultant will be responsible for developing all project mapping determined to be necessary to accomplish the services described herein.

3. Utility Relocations/Protection

Fiber optic lines are present at the east side of the bridge. The Consultant shall identify all existing utilities and incorporate into the preliminary design to protect or relocate and maintain those utilities. All utilities shall be maintained and protected during construction. The Consultant shall identify conflicts, requirements for utility relocations and prepare all necessary Utility Orders in accordance with the NJTA Procedures Manual. The Consultant shall prioritize and expedite the required Utility Orders based upon coordination of the utility work with the anticipated schedule for construction.

4. Subsurface Investigation

A subsurface investigation program (including pavement cores) shall be planned and performed in accordance with the latest NJTA Design and Procedures Manuals and shall provide all required information for the design for this OPS. The Consultant shall layout a subsurface exploration and soil testing program and recommended locations, sizes and types of borings as required to perform the necessary design services. The Authority shall review the geotechnical exploration and soil testing program submitted by the Consultant. Upon approval and concurrence by the Authority, the Consultant will prepare, procure and oversee related geotechnical borings for this project and obtain the boring plans, logs, and soil test results. The results of the subsurface exploration program shall be included as part of the contract documents. The cost of the boring contract and laboratory testing shall be part of the agreed upon fee for this OPS. The cost of the borings and laboratory testing shall be reimbursed

as a direct expense. All work to prepare the boring contract, review bids, recommend award, administer field inspection, and interpret the results of the boring contract shall be included in the contract scope of services. Note, there may be environmental time restrictions that may affect the performance of the borings.

A geotechnical report shall be submitted as part of the Phase B Submission and shall be incorporated into the Construction Contract Documents. As part of the design calculations, the total dead load and live load reactions on the abutments and piers shall be determined.

All soil samples shall remain accessible to the Authority and its Consultants for at least 10 years.

#### 5. Right of Way

The Design and Procedures Manuals shall be followed for preparation of Right-of-Way documents. The Consultant shall prepare preliminary jurisdictional agreement(s) and map(s) for improvements at the affected areas of the project, outlining the jurisdictional responsibilities of the Authority, State, Counties, and Municipalities at an appropriate scale satisfactory to the Authority. If constructing a temporary structure option is utilized, additional coordination will be required.

#### 6. Permits

The Consultant shall investigate all applicable permits for the project and prepare preliminary documents for the permits. The following is a list of potential environmental permits/requirements that may apply to this project:

- United States Army Corp of Engineers Section 10 and Section 404 permits
- United States Coast Guard Section 9 and General Bridge Act Permit
- New Jersey Department of Environmental Protection combined Coastal Zone Management Permit application (CAFRA & Waterfront Development)
- Identify and address Public Access issues as per Coastal rules
- Tidelands instruments
- Identify regulated Coastal Wetlands per Coastal Wetlands Act of 1970
- State Historic Preservation Office
- Special Activities Transition requires verification
- Flood Hazard areas and compliance with NJDEP Flood Hazard Area Control Act environmental and technical standards
- Use FHACA Permit-by-Rule where feasible
- NJ Pollutant Discharge Elimination System Stormwater General Permit (Stormwater Management Rule)
- NJ Soil Erosion and Sediment Control Plan Certification and RFA (NJPDES Construction General Permit).
- Pinelands review through other agencies
- NJ No Net Loss Reforestation Act

The Garden State Parkway is designated as a Historic Roadway; therefore the project shall require review by the State Historic Preservation Office (SHPO). Preliminary design studies and architectural details

including the General Plan and Elevation, and applicable excerpts from the preliminary design studies including cost estimates and comparisons shall be submitted to SHPO for review and comment following the completion of the Phase 'A' Review by the Authority.

Executive Order 215 (EO 215) requires agencies of the State to prepare and submit an Environmental Assessment (EA) or Environmental Impact Statement (EIS) to the NJ Department of Environmental Protection (NJDEP) in support of major construction projects. The proposed project qualifies for review. A pre-application request, including the permit readiness checklist, for the Office of Permit Coordination and Environmental Review and attendance a pre-application meeting will be required. The Consultant shall prepare and submit an EA and EIS to the NJDEP, if required.

The Consultant shall investigate and identify the need for any other permits. The preparation of such other permit applications and any additional design required by such other permits not listed above will not be regarded as Extra Work. Permit application fees will be paid by the Authority.

#### 7. Roadwork

Appurtenances and approach roadway features shall receive field inspection to verify their conditions. Shoulders, pavements and inlet conditions shall also be inspected in order to determine their suitability to carry traffic during various construction stages.

Provisions shall be made in the construction contract documents for the continued operation of Parkway facilities if disruption should occur during the construction phase. Existing guide rail, drainage, striping, navigation lights, delineation, etc., shall be maintained at all times by permanent or temporary means.

Where widening of the approach roadways may require reinforcement of the existing roadway side slopes, Consultant shall investigate size and type for these walls.

All guide rail and concrete barriers shall have reflectors installed. Length-of-need calculations for guide rail shall be based upon a field inspection and survey of each site. Copies of all calculations shall be included with the Phase B Review Submission. Prior to this submission, all guide rail locations shall be staked out and checked in the field by the Consultant to confirm that the plans and field conditions are in agreement, except where proposed changes to the existing ground surface preclude stakeout. Photographs of each proposed stakeout along with location labels shall be submitted with the calculations.

#### 8. Drainage Improvements

The Consultant shall develop drainage studies and final designs, including the investigation of the condition of the major drainage relief structures beneath the existing roadway within the project limits. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with the design. The studies shall also investigate drainage during staged construction. A drainage report shall be submitted as part of the Phase B Submission.

#### 9. Lighting Improvements

The Consultant shall provide a new highway lighting system which will be owned and maintained by the Authority, and snow-plowable reflective pavement markers within the project area for the improvements, relocate existing utility owned highway lighting and prepare utility orders for the Utility Company to install additional lighting as needed. Provisions in the contract shall be made to clean out existing junction boxes to remain. Lighting shall be designed for temporary requirements during staged

construction as well as the final configuration. Provisions shall be included to maintain existing lighting system where applicable.

#### 10. Scour Analysis and Countermeasures

Scour analysis, design and countermeasure recommendations shall be performed in accordance with the Authority's Design Manual. The Consultant shall perform the necessary hydraulic analysis to evaluate the impact to the existing structure as well as the requirements for design of the new section of the piers for the widened superstructure.

The Consultant shall prepare and submit scour countermeasure recommendations for Authority review and approval, including preliminary limits and details and cost estimates for each recommendation. The Consultant is responsible for obtaining additional permits necessary for scour countermeasures placed within the waterway. The installation of scour countermeasures shall be accounted for in the preliminary permitting documents.

#### 11. Superstructure Replacement and Widening

The new superstructure shall be designed in accordance with criteria outlined in the current NJTA's Design manual for new bridges, including seismic design requirements and staged construction/demolition.

The design width and geometry shall consider the requirements for the staged construction and maintenance and protection of traffic during the replacement and widening of the existing superstructure. Since the existing abutments and piers are to be retained and reused, the overall bridge geometry will generally match the existing geometry. The horizontal alignment, span lengths and roadway cross slope shall match the existing bridge as much as practical.

Deck overhangs should be of adequate size to offer weather protection to the outside face of the fascia stringers and ideally should be proportioned to be 50% of the adjacent center to center stringer spacing. All deck overhangs shall be fully designed by the Consultant to resist TL-5 level impact loading per the provisions of AASHTO LRFD Bridge Design Specification.

The preliminary design studies shall investigate, as a minimum, deck system, piers and abutments modifications, and the use of a continuous superstructure to determine the most feasible design for the new superstructure. The Consultant shall evaluate the feasibility of improving the vertical underclearance.

As part of the Authority's Seismic Prioritization Program completed in 2005, a seismic vulnerability assessment was conducted for Structure 158.2 to establish conceptual retrofit methods and costs and to develop analysis requirements for subsequent evaluations. A copy of the report is available in the 'Project Background Materials, Section XVII.

The Consultant shall provide final engineering design calculations and LRFR load ratings for the new superstructure, in accordance with NJTA's Load Rating Manual.

#### 12. Substructure

The consultant shall investigate the adequacy of the existing piers, abutments, and foundation for the proposed new superstructure. The consultant shall evaluate if the current design loads can be used on the existing substructure, if not, provide a loading. The substructure and foundation shall also be evaluated for scour, seismic vulnerability and condition. In addition, the consultant shall confirm that the existing substructure elements that will remain can provide a similar life span as the new construction. The design shall in accordance with criteria outlined in the current NJTA's Design Manual for new bridges with consideration of reuse the existing piers and abutments with repairs and modifications as

needed. The Consultant shall make recommendations for retrofit and repairs, and a partial or full replacement of the abutments where they may have conflict.

13. Temporary Shielding/Catch Protection

The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, right of way or property of others, waterways and facilities beneath the work site. The catch system shall be a closed system and the limits shall be clearly delineated on the contract drawings. No debris shall be allowed to fall onto the roadways below. The Consultant shall also assess the need for supplemental protection of structural steel during demolition, formwork installation, concrete placement, and any other operations that may cause damage.

14. Project Constructability

The Consultant shall identify, investigate and address constructability requirements as part of the preliminary design process. Bridge Study, feasibility, design recommendations and final design details shall encompass constructability issues including current construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, production rates. Construction Cost Estimates shall be provided. A Construction Schedule with backup computations and draft Constructability Review Report shall be provided. The final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Final Submission.

15. Staging, Demolition and Disposal Operations

The Consultant shall evaluate and specify allowable equipment, means and methods for the superstructure removal operations, in order to eliminate those which may damage the existing substructure. The contract drawings shall identify all project areas where provisions for noise and dust control are required, as well as staging areas for equipment, storage and disposal of materials. Methods and locations for disposal of removed materials and debris shall be included in the contract drawings and specifications. The Consultant shall specify the disposal of concrete, asphalt and other debris off of the Authority's property.

16. Maintenance and Protection of Traffic

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

Three travel lanes must be maintained in each direction throughout the work limits during all construction stages on GSP mainline, except for short duration (daily/nightly) closures required for Contractor access, placement of construction barrier and striping changes.

The minimum desirable temporary lane width shall be 11'-6" with a minimum 1'-0" shoulder provided along all construction barriers. Temporary median barrier with minimum 1'-0" shoulder shall separate opposing temporary traffic. Staging of the existing deck reconstruction and maintaining the capacity to divert traffic onto the existing structure during the rehabilitation contract as a means of maintaining traffic due to an extensive emergency event shall be evaluated for feasibility.

The Consultant shall review proposed construction joint locations to ensure that they will not be located in the permanent wheel paths. Construction joints shall be aligned within 1 ft. of permanent lane lines, or

within 1 ft. of the center of permanent lanes, where feasible. The Consultant shall review proposed framing design for future deck rehabilitation constructability and future MPT capacity.

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

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

The Consultant shall prepare an MPT Submission including preliminary traffic control plans, complete MPT specifications and appendices, a preliminary construction schedule with backup computations and a draft Constructability Review Report by qualified construction personnel.

The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, allowable primary and supplemental lane closing hours, and details and durations of the construction staging.

MPT on NJDOT Roadways shall follow NJDOT Details and Specifications.

#### **E. SPECIFIC REQUIREMENTS, CONDITIONS AND SUBMISSIONS**

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedures Manuals as applicable to this project. One construction contract is anticipated for the completion of the project.

##### Preliminary Design – 12 copies

The preliminary design studies shall provide recommendations for the new superstructure and roadway alignment and all information obtained to develop the recommendations. The studies shall include the following items as a minimum:

- a. Preliminary roadway plans and typical sections
- b. Bridge Type Study
- c. Geotechnical recommendations
- d. Lighting Recommendations
- e. Utility relocation recommendations
- f. Scour countermeasure recommendations
- g. Constructability Report
- h. Construction Schedule
- i. Construction Cost Estimate

##### Final Design

During the preparation of final design documents, interim phase submissions are to be made to the Authority's Engineering Department. These phase submissions are required at various stages in

development to allow for review of the material first, for concept, subsequently for specifics and, finally, for completeness. The Phase A submission shall include information pertinent to the new superstructure and modified substructure as required to provide continuity for the overall project. After the Phase A submission, the subsequent submissions will proceed to expedite the contract for the new superstructure. Consequently, separate Phase B, C and D submissions will be required. Preliminary design study could be considered as Phase A.

## **1 Phase 'A'**

- a. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph on each of the impacting permits; a presentation of the survey and mapping; a discussion on needed design modifications; a construction schedule which addresses seasonal restrictions, an engineer's estimate which includes necessary permitting and construction costs; an introduction to the needed MPT to prosecute the work; a report on the needed NJDEP impacts related to water run-off, retention and/or detention; a section related to Phase "A" recommendations and how to proceed through Phase "B" through "D" and the corresponding costs associated with the recommended course. An appendix shall also be included that contains mapping, preliminary layouts, existing condition photos and all other supporting information with which the Consultant is basing their recommendation. Three CDs, photos and all related documents shall be submitted with the report.
- b. The Consultant, based on his investigations, shall identify other work recommended for repair in the project while the Contractor is mobilized. Separate Construction Estimates should be completed for this work.
- c. It is anticipated Construction will need to be tied to a seasonal calendar. The Consultant shall make their recommendations with the understanding of the anticipated Contract Award date. Work may be performed under active contracts to meet seasonal restrictions.
- d. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with the CDs. Comments will be furnished to the Consultant within 15 working days.
- e. The recommendation to proceed to Phase "B" will be made approximately 1 month after submission of the Phase "A" Report. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "A" Submission.

## **2 Phase 'B' and MPT**

- a. The Phase 'B' submission shall be in the form of 70% complete contract drawings, a preliminary construction schedule and Engineer's Estimate by Stage. Plans shall present new or proposed details. The plans shall indicate any utilities, local roads or other similar pertinent information that may affect the performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of the new superstructure constraints and accessibility.
- b. The submission of preliminary traffic plans, specifications and construction schedule shall contain detailed allowable lane closing hours for each direction to cover such work as temporary striping, placing and resetting temporary construction barrier, and providing access for lane closings. The preliminary traffic plans and specifications will be reviewed



and discussed at a meeting. Detailed construction staging drawings and traffic specifications will be required for each closing condition.

- c. Utility Orders shall have completed Phase “B” checklists. Formal requests for Design Modifications shall be developed for review and approval prior to the Phase “B” Submission.
- d. The Phase ‘B’ submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7<sup>th</sup> Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority’s Manual for Unit Codes and Capex User’s Guide shall also be provided.
- d. A Draft Project Specification shall also be submitted with the Phase “B” submission.
- e. The Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, detour routes or other requirements which necessitate preliminary review and guidance by the Authority’s Operations Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.
- f. Based on the proposed staging of work, the Consultant may be required to complete additional workzone traffic impact analysis using the Highway Capacity Manual, other AASHTO and FHWA guide publications or software models and Authority furnished link traffic volumes. Work shall be performed under the guidance of a Certified Professional Traffic Operations Engineer.
- g. Ten (10) copies of the Phase ‘B’ plans, supplementary specifications, preliminary construction schedule and Engineer’s Estimate, by stage, if warranted, shall be submitted.
- h. The Authority’s Project Engineer will conduct a field review of the Phase ‘B’ submission with the Consultant prior to the Phase “B” review meeting. Comments will be furnished to the Consultant within 15 working days.
- i. The recommendation to proceed to Phase “C” will be made approximately 1 month after submission of the Phase “B” documents. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase “B” Submission.
- j. Funding for the remainder of Design and the Construction Budget will need Confirmation prior to proceeding to Phase “C”.

### **3. Phase ‘C’**

- a. The Phase ‘C’ submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team. The Consultant shall submit, as part of the Phase ‘C’ a Construction Schedule Submission with backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule.
- b. The Phase “C” submission shall include confirmations of recommendations made at Phase “A” and propose necessary efforts to complete construction within all permitting

constraints. Work needed to be performed by others shall be identified and accounted for in the engineer's estimate.

- c. Fifteen (15) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The estimate of quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer", as appropriate, within the contract.

#### 4. Phase 'D'

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

The Consultant shall prepare the construction cost estimates and construction schedule including interim and final completion dates, prepare any required addenda, attend the bid opening, review bids, and recommend reward or rejection of the low bid. A time scaled barchart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.

**The Consultant shall make an allowance in the amount of 2000 hours for Construction Consultation Services for Contract in the EOI.** These hours shall be provided to assist the Authority in resolving any design related problems that may arise and to review alternative methods or materials proposed during the construction phase of the project.

As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design which cannot be completely identified at this time. In order to fully support the Authority without undue delays, **the Consultant shall make an allowance in the total amount of 4000 hours for 'Unanticipated Services' in the EOI:** The hours shall be distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing. It includes but is not limited to preparation of exhibits, consultation with the Authority's financial advisors, review of the Authority's Design Manual and Standard Drawings, or any other engineering studies or analyses that may become necessary.

**F. Miscellaneous**1. Public Hearings

Compliance by the CONSULTANT with the requirements of Executive Order No. 172 (public hearings), as amended from time to time, to the extent deemed necessary or desirable by the AUTHORITY, will not be regarded as Extra Work. It is anticipated that there will be three public meetings for this Project. CONSULTANT shall prepare all necessary notification lists, displays and handouts for the public meetings. In addition, the CONSULTANT shall attend the public meetings and prepare the public meeting reports, which address all technical comments resulting from each meeting.

2. The consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the Garden State Parkway including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Engineer will be required to sign a Fiber Optic Cable Certification form (download at [www.njta.com/media/2933/ps\\_fiberfod.pdf](http://www.njta.com/media/2933/ps_fiberfod.pdf)) attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract.
3. Include into the construction contract where necessary provisions for controlling the dust and noise originating from all construction operations.
4. The specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
5. The consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
6. The Consultant shall use the "Guideline for Use of VMS Systems for Construction" in developing recommendations for use of the various types of permanent variable message signs, and in the preparation of details for portable variable message signs.
7. The Consultant shall identify areas where NJTA and NJDOT roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
8. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters.

**G. GENERAL REQUIREMENTS AND CONDITIONS**

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, or latest, the 2016 Standard Specifications, 7<sup>th</sup> Edition, the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.

2. All plan, elevation, cross-section and detail presentations shall be to scale. A separate estimate of quantity table with quantities broken down by stages shall be shown on the Construction Plan Sheet.
3. All printing of contract bid documents will be performed by the Authority. Phase review documents, of which ten sets are required for Phase 'B', three sets are needed with the preliminary traffic specifications, fifteen sets with complete supplementary specifications are required for Phase 'C', and five sets with final supplementary specifications are required for Phase 'D' in addition to a duplication ready supplementary specification, must be prepared by the Consultant. All reports and submissions shall be bound.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.
8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall develop all plans in CADD format and provide the Authority with all Microstation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The mini data cartridge media shall be of the 3M DC2120, XIMAT Format variety, and the CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.
10. The Consultant shall obtain a Traffic Permit prior to performing any work on Authority Right of Way.
11. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
12. All inspection work on the Garden State Parkway shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work.
13. The truck mounted attenuator (TMA) shall be provided by the Consultant. The TMA shall be the Alpha100K as manufactured by Energy Absorption System, Inc., and distributed by Transpo Industries, Inc., or an approved NCHRP 350, Test Level 3 compliant equal. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states

that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance. If the TMA becomes damaged or inoperable during the inspection, the Consultant shall provide a replacement unit.

A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

POST DESIGN SERVICES – The Consultant will be responsible for providing post design services as described in the Authority’s Procedures Manual (which is available on the Authority’s website). It is specifically noted that the Consultant shall be responsible for review of shop drawings and responding to RFIs in accordance with Section 3.4.6 “Post Design Services” including Exhibit 3-9 of the Authority’s Procedure’s Manual. The Consultant will be required to attend a Project Hand-off Meeting and prepare required materials, such as a Hand-off Report, to inform the Authority’s construction staff of the key components of the contract prior to construction. Additionally, participation at weekly progress meetings for the **duration of construction** and participation at the final inspection meeting will be required. Construction supervision services are not included as part of this assignment.

#### **H. PROJECT COST**

The construction cost for Contract P100.476 Superstructure Replacement and Widening of Bridge No. 158.2, GSP Bridge over Passaic River, US Route 46, and River Road and associated work is approximately \$51 million.

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

OPS No. P3674:

Design Services for Contract No. P100.476 Superstructure Replacement and Widening of  
 Bridge No. 158.2, GSP Bridge over Passaic River, US Route 46 and River Road

Classification (ASCE-Grade)	Hours/Tasks								Total Hours
	Phase A	Phase B	Preliminary MPT	Phase C	Phase D	Post-Design Services	Construction Consultation	Unanticipate d Hours	
Project Manager ( )									
Senior Engineer ( )									
Engineer ( )									
Junior Engineer ( )									
Survey (3-man crew)									
Other-Specify ( )									
Other-Specify ( )									
Total Hours									

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

## **SECTION VI** **Compensation Basis**

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

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

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

Average rate per classification/grade will not be permitted to determine total labor costs. The Consultant shall list each individual proposed for the project and include the hours and hourly pay rate.

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

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

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

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

permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the staffing schedule as shown in Section {V}.

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

Direct expenses shall include approved subconsultant services, mileage, test pits, utility company review fees, other agency review fees, utility work orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format (including the costs of regular paper, colored paper, dividers, covers, photo pages, bindings, labels, and plastic covers), meeting displays/exhibits, soil borings and testing for seismic data, surveys, mapping, maintenance and protection of traffic (MPT), inspection equipment, fuel and repairs for rented inspection equipment or TMAs, permit application fees, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

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

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



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

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

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

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

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

## SECTION IX

### **State Contractor Political Contributions Compliance**

#### **Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117**

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

### **DEFINITIONS**

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

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

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

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

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

### **STATE TREASURER REVIEW**

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial

penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

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

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

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

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
  - In the case of a sole proprietorship: the proprietor; and
  - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
  - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION XIV**  
**Antidiscrimination Provisions**

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry,

marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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

**SECTION XV**  
**Standards Prohibiting Conflicts of Interest**  
**Executive Order 189 (1988 - Kean)**

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

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



present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

#### **SECTION XVI** **ADA Indemnification**

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

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

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

**SECTION XVII**  
**Project Background Materials**

<b>Description of Document – Bridge No. 158.2</b>	<b>Dated</b>
<b>Inspection Reports:</b>	
• Biennial Inspection Report - 2017, GPI (will be provided when available)	8/25/2017
• Biennial Inspection Report - 2015, HNTB	6/17/2016
• Underwater Bridge Inspection Report - 2017, Churchill Consulting Engineers	8/28/2017
• Bridge LRFR Load Rating Report, 2015, HNTB	10/29/2015
• Stage 1 Scour Report - 1992, A.G. Lichtenstein & Associates, Inc.	5/14/1992
<b>Seismic Prioritization Program:</b>	
84-670D Final Report	2005
<b>As-built Drawings (Not all inclusive):</b>	
Contract 50 – Original Construction, Substructure	1953
Contract 51 – Original Construction, Deck	1954
Contract 52 – Original Construction, Superstructure	1953
Contract 46-401 – Widening	1962
Contract 84-660 – LMC, Substructure Repair	1984
Contract 84-1090 – Scour Repair	1998
Contract 84-1136 – Deck Repair	2000
Contract 84-1154-2 – Pedestal Reconstruction (South Abutment)	1999
Contract P100.028 – Various Steel Repair at the Fascia Stringers	2007
Contract P100.118 – Installed Rip Rap along Piers 5 and 6	2009
Contract P100.341_CP1 – Various Steel Repair	2015
Contract P100.233 – Interim Floorbeam Repair	2014