

October 10, 2018

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3684
SUPERVISION OF CONSTRUCTION SERVICES FOR
CONTRACT NO. T100.411
BRIDGE DECK REPAIRS AND RESURFACING
MILEPOST 83 TO 122 AND THE NEWARK BAY-HUDSON COUNTY EXTENSION**

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

Profile Code(s)	Description(s)
B156	Bridge Repair Inspection
B157	Bridge Deck Repair / Replacement

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

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

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

Project Description

Contract No. T100.411, Bridge Deck Repairs and Resurfacing, Milepost 83 to 122, and the Newark Bay-Hudson County Extension, consists of work on the New Jersey Turnpike (TPK), which involves implementation of lane shifts or traffic detours; selective replacement of complete deck panels bounded by stringers and diaphragms; partial depth concrete spall repairs; joint header, abutment headblock and joint riser bar replacement or repairs; armor joint modifications; joint seal installation or replacement; safety walk and curb surface repairs with provisions for temporary electrical lighting service; replacement of bridge railing; isolated parapet replacement including new

electrical conduits and service; removal and replacement of existing asphalt wearing surface with a new membrane/asphalt system or with a high density, impermeable, cementitious overlay; emergency and routine repairs under cost plus compensation; and other incidental work. Work will require installation of concrete construction barrier and other incidental work on the TPK between Milepost 83 and 122 and the Newark Bay-Hudson County Extension in Middlesex, Union, Essex, Hudson, and Bergen Counties.

In order to accomplish the above items, lanes are being closed with traffic cones and repair work consisting of the above outlined items is being carried out within the coned off closings. Deck replacements are being performed within Type 4 concrete construction barrier enclosures. The majority of the deck replacements, because of their location encroaching on the adjacent lane or straddling two lanes, and due to the use of the concrete construction barrier, frequently require utilization of the shoulders, as a traffic lane and shifting of traffic by means of obliteration of the existing line striping and use of temporary line striping. Placement and removal of the temporary line striping and of the concrete construction barrier, in general, necessitates the closing of supplementary or "buffer" lanes which are only permissible during certain off peak traffic times, late at night. The above work operations on the Turnpike's mainline are carried out in condensed, weekend or part weekly construction stages with single or multi-lane closings. Due to the around the clock work, minimum two shift staffing is required for the field supervision. Maximum staffing is needed over weekends when the Contractor handles the largest work volumes.

The anticipated contract duration is 10 months and the estimated construction cost is \$11 million.

The Consultant personnel for this assignment shall be fully experienced with the above outlined work operations and maintenance and protection of traffic procedures and requirements. All personnel shall have a thorough knowledge of inherent repair techniques and material applications, and be accustomed to high quality control standards and be capable of achieving same. Typical materials involved are various concretes with admixtures, and/or modifiers, special cementitious patching compounds, preformed waterproofing membranes, high stability asphalt concrete bridge surfacing mixes, with additives or blended special bitumens, elastomeric concretes, rubberized asphalts for plug joints, laminated elastomeric bearing pads, structural steel and waterproofing/water sealing.

The Consultant must provide a testing laboratory for this assignment to conduct specialized testing services as required by the contract specifications.

All listed firms, which can provide a committed, fully experienced staff of 14 full time and part time personnel (as outlined in more detail on the attachment), to provide the services described herein, are encouraged to submit an EOI. Firms must adequately demonstrate their ability to perform the scope of services required for this assignment. Prior successful completion of, recent projects similar in scope and magnitude are essential for this assignment. The project is to be completed in accordance with the schedule included in the Attachment to this EOI Solicitation.

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 workspace 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 Wilmor Capuno via e-mail at wcapuno@turnpike.state.nj.us. The subject line should read "OPS No. T3684, Secure File Sharing Site Information."

As an alternate to scheduling an appointment to review hard copies of the project's background materials the following materials will be available electronically to qualified firms upon request:

- a) Contract No. T100.411 Phase D Plans and Supplementary Specifications.
- b) Contract No. T100.411 Phase D Submission Construction Schedule.
- c) Contract No. T100.411 Material Acceptance Criteria

Consultants are advised that these materials are for REVIEW ONLY. Consultants are not permitted, nor will they have access to, copy machines for any reproduction of reference materials made available by the Authority.

Staff Qualifications

The part-time Project Manager shall be a Professional Engineer licensed in the State of New Jersey. The Project Manager shall have fifteen (15) years of related Project Manager experience on large transportation projects.

The Resident Engineer shall meet one of the following minimum qualification criteria:

- A. Ten years of full time experience, acceptable to the Authority, involved in bridge construction and/or bridge deck repair projects, five years of which shall have been spent full time on construction contracts in the capacity of Resident Engineer.
- B. Five years of full time experience, acceptable to the Authority, involved in bridge construction and/or bridge deck repair projects, three years of which shall have been spent full time on construction contracts in the capacity of Resident Engineer, and certification by the National Institute for Certification of Engineering Technologies (NICET) as a Transportation Engineering Technician, Highway Construction Level IV.

The Assistant Resident Engineer shall meet one of the following minimum qualification criteria:

- A. Five years of full time experience, acceptable to the Authority, involved in bridge construction and/or bridge deck repair projects, three years of which shall have been spent full time on construction contracts in the capacity of Assistant Resident Engineer.
- B. Three years of full time experience, acceptable to the Authority, involved in bridge construction and/or bridge deck repair projects, two years of which shall have been spent full time on construction contracts in the capacity of Resident Engineer, and certification by the National Institute for Certification of Engineering Technologies (NICET) as a Transportation Engineering Technician, Highway Construction Level III.

The Inspectors shall meet the following minimum qualification criteria:

Five years of full time experience, acceptable to the Authority, involved in bridge construction and/or bridge substructure repair projects and shall be certified by the National Institute for Certification of Engineering Technologies (NICET) as a Transportation Engineering Technician.

Inspectors for concrete construction shall be certified by the American Concrete Institute (ACI), Concrete Field Testing Technician. Inspectors for paving operations shall be certified by the Society of Asphalt Technologists (SAT), Asphalt Paving Construction Technologist.

EOI Submission Requirements

To be considered for these services, qualified Firms or prequalified Joint Ventures need to submit 5 copies of their EOI, including one EOI provided in PDF format, which must contain the following:

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

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

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

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

b. Experience of the Resident Engineer on Similar Projects

The Firm shall identify the Resident Engineer that will be assigned to the project and identify the individual's education, credentials and work experience. The Firm should discuss the proposed Resident Engineer'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 Resident Engineer 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).

c. Key Personnel's Qualifications and Relevant Experience

The Firm shall identify the Project Manager 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. Unless otherwise noted, the Project Manager shall be a licensed Professional Engineer.

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

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

chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

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

Understanding of the Authority's Needs

The Firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the RFEOL. 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.

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 Expression of Interest and Fee Proposal 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 Revenue & Enterprise Services/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, Resident Engineer, Assistant Resident Engineer, and each Key Project team member**, (a maximum total of 6) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates and construction amount provided for each project. Resumes for part time Structural Engineer, Scheduler, and Drafter need not be submitted.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein. The Authority has provided an estimate of the expected staffing for this OPS, which is identified in Section V – Staffing Schedule. This information shall be considered by the Consultant in the preparation of their project staffing schedule, https://www.njta.com/media/2938/ps_staffing-schedule.pdf which shall include when they intend to deploy each member of the proposed staff and the duration over which the Consultant intends to utilize staff based on the hours provided for in the Staffing Estimate. As a part of this task, the Consultant shall evaluate the hours furnished and shall comment with regard to the distribution by ASCE Grade / Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the Staffing Estimate per Section V is appropriate for the Consultant to complete the assignment.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of 2 pages.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought

against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.

8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if Firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff** form (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability** form (which is available on the Authority's website) the Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
 - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
 - B. A statement that the Firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
 - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website). Stating the Firm's intention to use SBE Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

The required forms referenced in Items 6 through 14 above can be found on the Authority's website: 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 <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an EOI, your Firm will be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

EOIs are limited to a total of eleven (11), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of six (6), 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 permitted.

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 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

The aforementioned eleven (11) page limitation shall be increased to a maximum of sixteen (16) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to four (4) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required. Anything in excess of the page limitations for each of the EOI criteria above will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

Expressions of Interest must be submitted no later than 2:00 pm on November 5, 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
Jason Massa, P.E., Project Supervisor

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

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Structures
Jason Massa, P.E., Project Supervisor

Inquiries

Inquiries pertaining to this RFEI are to be directed in writing to Jason Massa, P.E., Project Supervisor, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to massa@njta.com are acceptable. Inquiries by FAX are not acceptable. **The deadline for inquiries is October 22, 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 October 29, 2018.** Consultants will be responsible for submitting their EOs 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 EOs 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 EOs will serve as a method by which to create a short list of Firms most highly qualified to perform the project, who will receive requests for Fee Proposals.

The EOs 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
Resident Engineer's Qualifications and Relevant Experience	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

Following the review of the submitted EOIs, the Authority will request Fee Proposals from Firms it deems the most qualified and will commence negotiations with such technically qualified Firms in the order ranked. All respondents will be notified at the completion of the review process regarding their status.

Order for Professional Services (OPS)

Final OPS Documents shall consist of the Authority's Order for Professional Services, which is available on the Authority's website, (http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf), the RFEOI, as well as the selected firm's EOI and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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)

Business Registration N.J.S.A. 52:32-44

The OPS will not be entered into by the Authority unless the Firm first provides proof of valid business registration in compliance with N.J.S.A. 52:32-44. Pursuant to this law the Firm is further notified that no subcontract shall be entered into by prime consultant unless the subconsultant first provides proof of valid business registration.

Attached please find additional information regarding the EOI and project requirements.

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF: JM: mu
Attachments

c: M. Garofalo, P.E.
F. A. Corso, Jr., P.E.
J. Massa, P.E.
Review Committee
File

Supplemental Information

Regarding EOI and Project

Requirements

Dated October 10, 2018

for

Order for Professional Services No. T3684

Supervision of Construction Services for

Contract No. T100.411

Bridge Deck Repairs and Resurfacing

Milepost 83 to 122 and the Newark Bay-Hudson County Extension

This attachment is incorporated into and made a part of the RFEOI.

TABLE OF CONTENTS

<u>Section No.</u>	<u>Section Title</u>
I.	Prequalified and Eligible Consultants
II.	Administrative and Agreement Information
III.	OPS Procurement and Project Schedule
IV.	Scope of Services
V.	Staffing Schedule
VI.	Compensation Basis
VII.	Small Business Enterprise Sub-Consulting Program
VIII.	Equal Employment Opportunity Regulations (<u>N.J.S.A.</u> 10:5-31 et seq. (P.L. 1975, C. 127) and <u>N.J.A.C.</u> 17:27)
IX.	State Contractor Political Contributions Compliance (P.L. 2005, Chapter 51 and Executive Orders 134 and 117)
X.	Set-Off for State Tax (<u>N.J.S.A.</u> 54:49-19)
XI.	Office of State Comptroller Right to Audit (<u>N.J.A.C.</u> 17:44-2.2)
XII.	Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
XIII.	Disclosure of Investment Activities in Iran (<u>N.J.S.A.</u> 52:32-57(a) and N.J.S.A. 52:32-56(e)(3))
XIV.	Antidiscrimination Provisions (<u>N.J.S.A.</u> 10:2-1)
XV.	Executive Order 189 (1988 - Kean)
XVI.	ADA Indemnification
XVII.	Diane B. Allen Equal Pay Act

SECTION I
Pregualified and Eligible Consultants

AECOM Technical Services	LS Engineering Associates Corporation
AmerCom Corporation	M&J Engineering, P.C.
APTIM Environmental & Infrastructure, Inc.	Maitra Associates, P.C.
Arora and Associates, P.C.	McCormick Taylor, Inc.
Atkins North America, Inc.	Michael Baker International, Inc.
Boswell Engineering	Mott MacDonald LLC
CDM Smith Inc.	MP Engineers, P.C.
Cherry, Weber & Associates, P.C.	NAIK Consulting Group, P.C.
Churchill Consulting Engineers, PC	OMSUM ENGINEERING LLC
Dewberry Engineers Inc.	Parsons Transportation Group, Inc.
Gannett Fleming, Inc.	Pennoni Associates, Inc.
Greenman-Pedersen, Inc.	SJH Engineering, P.C.
HAKS Engineers, Architects and Land Surveyors, PC	Stantec Consulting Services, Inc.
Hardesty & Hanover, LLC	STV Incorporated
Hill International, Inc.	T.Y. Lin International
IH Engineers, P.C.	TechniQuest Corporation
Jacobs Engineering Group Inc.	Tectonic Engineering & Surveying Consultants P.C.
KS Engineers, P.C.	Traffic Planning and Design, Inc.
KSE-JMT JV	TranSystems Corporation
KSE/TECTONIC - JV	Urban Engineers, Inc.
LiRo Engineers, Inc.	W.J. Castle P.E. and Associates P.C.
Louis Berger U.S., Inc.	WSP USA Inc.

SECTION II
Administrative and Agreement Information

Professional Corporation

Incorporated Firms that have not filed a copy of a Certificate of Authorization, as required by N.J.S.A. 45:8-56, with the Authority must include a copy of the Certificate with the EOI. Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A:17-1 et seq.), are exempt from this requirement.

Signatures

Expressions of Interest 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 and Rejection of EOIs and Proposals

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 its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. 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.

Dissemination of Information

Information included in this document or in any way associated with this project is intended for use only by the Firm 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 Firm, 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, Technical Proposal or Fee Proposal submitted by a Firm 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 Firms may request the Authority's General Counsel to deem certain sections of its EOI containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.

Section III **OPS Procurement and Project Schedule**

Posted	October 10, 2018
Deadline for Inquiries	October 22, 2018
Posted Responses to Inquiries	October 29, 2018
Submittal of Expressions of Interest	November 5, 2018
Recommendation to Award OPS	December 18, 2018
Notice to Proceed	January 2019
Completion of all Construction Work	November 25, 2019
Administration Project Closeout	February 15, 2020

SECTION IV Scope of Services

The proposed scope and technical approach of these supervision services shall be thoroughly defined by the Consultant's EOI and shall include:

GENERAL

1. All services provided by the Consultant shall be in strict conformance with New Jersey Turnpike Authority (Authority, NJTA) standards of quality as may be found in the NJTA Manual for Construction, and 2016 Standard Specifications. These publications and drawings may be purchased from the Authority by application to Tony Valte, Telephone: (732) 750-5300, Ext. 8244.
2. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations. The Consultant shall become familiar with the NJTA's procedures and coordinating requirements necessary for effective performance of the project.
3. It will be the Consultant's responsibility to bring to the attention of the Authority in the EOI, or at the time during the submission of the proposal, any errors, omissions and non-compliance discovered in the Scope of Services Section.

A. PROJECT COORDINATION

I. Coordination with the Project Team

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

The Consultant will be responsible to prepare and submit two separate monthly progress reports, one indicating weighted percent complete per task, and one indicating percent complete based on hours spent per task, with reports corresponding to invoices. Percent complete reported shall exclude the unassigned portion of unanticipated services. Invoices are required to be submitted on a monthly basis and shall be received by the Authority within 20 calendar days of the end of each billing period.

The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the project percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations on how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.

II. Other Agency Coordination

The Consultant may be required to contact and/or meet with representatives of local communities, railroads, utilities, NJDEP, and other affected agencies with jurisdiction, in order to review and determine all necessary project requirements and permits as indicated in the project specifications. Various agencies may be affected by this project and should be kept informed as to the status of this project.

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.

B. PROJECT DESCRIPTION

T100.411

This project consists of replacing deteriorated concrete bridge deck slabs; repairing deck spalls and headers; repairing and reconstructing deck joints; repairing sidewalk, parapet and curb surfaces; replacement of bridge railing; removing asphalt surfacing; resurfacing bridge approaches and bridge decks; precast and cast-in-place parapet construction; repairs to existing drainage facilities; pavement striping; emergency and routine repairs under cost plus compensation and other incidental work on various structures of the New Jersey Turnpike, between Mile 83 and Mile 122 and the Newark Bay-Hudson County Extension in Middlesex, Union, Essex, Hudson and Bergen Counties. This contract is expected to include repair work at 19 structures.

The contract is scheduled to be awarded at the December 18, 2018 Commission Meeting and has an approximate construction value of \$11 million. Construction is anticipated to commence by January 30, 2019 with an anticipated completion date of November 25, 2019. Emergency repairs, if required, will be performed February 1, 2019 through March 1, 2020.

C. SCOPE OF PROJECT

The Consultant shall provide inspection services that are generally defined as including, but not limited to, checking that all work is done in compliance with the contract plans and specifications, inspection of all construction materials to be used at the site to ensure compliance with the contract plans and specifications obtaining certification for all manufactured material, the maintenance of as-built information and plans and all such other services as may be required to furnish a complete engineering service of high quality.

Specifically, the Consultant further agrees to:

1. Assume responsibility for the inspection of construction, assigning sufficient experienced, responsible personnel to man a fast tracking project of this nature and size. The quality, extent and details of the field inspection to be provided shall be such as to meet with the approval of the Authority and shall be fully adequate to ensure proper control of the work. The personnel shall be comfortable with heights.

Inspectors covering paving shall be currently certified as Field Technicians by the N.J.S.A.T. Inspectors responsible for preparing the test specimens and overseeing the placement, finishing and curing of concrete and other cementitious materials shall be currently certified as Concrete Field Testing Technicians by ACI.

2. The Consultant shall provide a part-time Project Manager, full-time Resident Engineer, full time Assistant Resident Engineer, full-time Office Engineer/Inspector and full-time Inspectors during all periods of construction activity to perform construction inspection and administrative services for cost control, progress and quality control. The part-time inspectors shall be assigned, when needed, during peak construction phases of the contract. The Consultant shall refer to Section V for Staffing Schedule details. The personnel shall be comfortable and able to work over waterways and/or heights up to 250 feet.

3. Provide an Assistant Resident Engineer's to assist the Resident Engineer. The Assistant Resident Engineer shall be familiar with the Resident Engineer's duties for their respective contract. The Assistant Resident Engineer shall perform inspection duties and represent the Resident Engineer for those times when the project operates 24 hours and when the Resident Engineer is off site. Due to the nature of this contract, the majority of hours for the Assistant Resident Engineer are expected to be overnight.

The duties of the Resident Engineer, Assistant Resident Engineers and Inspection Team shall include, but not be limited to, the following:

- a) To familiarize oneself with the workloads to be performed in each construction stage and the time constraints associated therewith.
- b) To review and approve the Contractors' initial progress schedule and all updates.
- c) To review and approve all shop drawings, catalog cuts, material certifications and methods of work and equipment. As part of the shop drawing processing, the Consultant shall check and review the shop drawing for completeness, deviations from previously employed and approved methods, field condition applicability and constructability, and shall advise the Design Engineer accordingly. Shop drawings will be reviewed for final approval, by the Design Engineer. Responsibility for shop drawing review will be in accordance with the Material Review Acceptance Matrix. The Consultant shall conduct a shop drawing kick off meeting which shall include the Design Engineer and Contractor. This meeting will be held at the Consultants field office to review and document the anticipated schedule of submissions and the specific requirements for shop drawings considered significant, complex and/or critical to the construction schedule. The purpose of the meeting shall be to align the expectations for all parties involved in the submission and review process.
- d) The Consultant shall prepare, recommend and process for payment any and all contract Change Orders that may be required, which shall be provided with detailed explanations of such changed conditions and/or extra work during construction.
- e) The Consultant shall coordinate the construction activities with neighboring agencies, local communities, utility owner railroads and other Contractors working concurrently in the same or adjacent work zones or within the same traffic corridor.
- f) To prepare detailed, legible progress reports, in accordance with the manual for construction, of all construction and engineering fieldwork on appropriate forms. Changes in weather conditions and specific field operations shall be noted by time and location on the daily reports. To prepare and forward to the Authority weekly progress summaries for each items of the contract with an appropriate format. To prepare bi-weekly narrative reports of progress problems, if any, for transmittal to the Chief Engineer.
- g) To prepare and approve Certificates for Payment for each contract monthly or bi-monthly maintaining computerized records covering running totals of quantities and costs while construction is in progress.
- h) To furnish with each Certificate for Payment and Order for Professional Services invoice, a detailed

progress update chart comparing actual expenditures to projected expenditures in terms of dollars and percentages. Reasons for non-favorable discrepancies between the two shall be identified by the Consultant.

- i) To layout and schedule "if and where directed by the Engineer" items and work based on priority. Furnish the Contractor, if requested, with plan layout and details including maintenance and protection of traffic, in accordance with Authority standards.
 - j) To review the Contractors' request for lane or shoulder closings for compliance with the contract requirements and the traffic closure request procedure; and present those requests after his approval to the Authority's Project Engineer and at the project's weekly lane closing meeting.
 - k) To review with the Contractors' request for supplementary State Police traffic patrols for compliance with the warrants outlined in the Supplementary Specifications and approve the request prior to submittal to the Authority.
 - l) To activate and deactivate the message display on the variable message signs. (Messages shall be displayed per contract requirements.)
 - m) To document with photographs any unusual incidents, conditions, or deterioration encountered, which should be on record, or which might require additional work and result in additional compensation by change order. The Resident Engineer shall have a digital camera at his disposal at all times for this purpose.
 - n) To prepare a report in case of an accident affecting the Contractor, the Consultant or Authority patrons. Consultant shall immediately notify the Project Engineer of any such incident.
 - o) To identify to the Authority any environmental, right-of-way, and community relations problems that may impact construction progress and would require action for resolution by non-construction personnel, such as the Authority's Law or Real Estate staff or consultants, or Media Relations Coordinator.
 - p) To furnish accurate "As-Built" construction drawings to the Authority within 30 days of the final inspection. "As-Built" construction drawings shall be submitted on Mylar and on rewritable compact disc in CADD and PDF formats. All "As-Built" deliverables shall be in accordance with the Authority's "NJTA – Design Guide for the Development of CADD Files", which can be found on the Authority's website.
4. The total inspection force requires 14 full and part time personnel. Due to the nature, work volumes, and time constraints of this project, around the clock staffing is required over weekends when the work is being performed in condensed two to three day cycles. For this reason an Assistant Resident Engineer and additional inspectors are needed for a two-shift operation to fully staff this project. The responsibilities of the Assistant Resident Engineer shall include inspection duties and representing the Resident Engineer for those times when the project operates 24 hours and when the Resident Engineer is off site. The total inspection force requires 5 full time personnel (1 Resident Engineer, 1 Assistant Resident Engineer, 1 Office Engineer/Inspector, 2 Inspectors) and 6 part time personnel (1 Project

Manager, 5 Inspectors). In addition, a part time structural engineer for the task identified in Item 8, a part time scheduler for the task identified in item 34, and a part time drafting/Cadd technician for the task identified in Item 16, are required. All personnel are expected to be familiar with bridge deck and substructure rehabilitation work, staged construction, maintenance and protection of traffic procedures involving lane closings and the associated coordination responsibilities for those lane closings with the Authority's Maintenance and Operations Departments.

5. The Resident Engineer shall supervise and direct staff whose full time office shall be at the field office. The Resident Engineer shall respond to calls from Turnpike staff and be present in the field to observe and/or assist with procedures and/or incidents that affect Turnpike traffic. Either the Project Manager or Resident Engineer must be available 24 hours a day.
6. The inspection staff shall assure compliance with the contract plans and specifications, report on the quantities of materials furnished and the numbers and classification of workmen employed and the type and size of equipment used on all construction operations, take such tests as may be required to insure material compliance with the specifications, and evaluate and approve the quality and workmanship of all contract work.
7. Submit a staffing table and resumes reflecting detailed, dated employment and experience records of the key personnel intended to be assigned to this project.
8. Have direct access to structural design support on a 24-hour basis to resolve unanticipated field problems, which might arise and might have potential impact on work completion and opening of closed lanes within the stipulated time frames.
9. To conduct a preconstruction meeting, attend all meetings called by the Authority, and convene job meetings with the Contractors. Monthly or bi-weekly job progress meetings with the Contractors shall be scheduled as required. The Consultant shall distribute minutes of all meetings after review by the Authority's Project Engineer. Meeting minutes shall be prepared and distributed in five (5) business days. The job progress meetings shall include a monthly review of "best practices". This discussion may be held as a separate break out meeting or in the conduct of the routine progress meeting. Participation by the Design Engineer shall be considered by the Engineer.
10. Conduct a work zone safety meeting and distribute meeting minutes in 5 business days, if required for the project.
11. The Resident Engineer and his staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities shown on the drawings and, or evident in the field. The Resident Engineer shall confirm with the Contractor if the construction operation is to take place anywhere near the Fiber Optic Cable System, in which case the Contractor shall arrange for a field stakeout/verification, through the ONE CALL system, in order to protect and, or avoid any impact or damage to the facility. The Resident Engineer shall obtain a copy of the ONE CALL ticket from the Contractor and confirm that the work location has been properly identified prior to any construction activity taking place in vicinity of the Fiber Optic Cable System. The Resident Engineer will be required to sign a Fiber Optic Cable Certification form attesting that he/she has acquainted and familiarized himself/herself with the information shown on the drawings and the field conditions and has reviewed same with his/her staff members and the Contractor (download at <http://www.state.nj.us/turnpike/FiberFOD.pdf>).

12. Conduct preconstruction job meetings with the Authority's Project Engineer, Contractor and any approved Subcontractors pertaining to milling, paving, LMC placement, forming methods for headers, HPC placement, material testing methods and any other items. The meetings shall cover proper equipment, methods of employment or construction, grade control, adequate asphalt supply at the sites and other significant matters contained in the contract.
13. To make allowances in this proposal for staffing of "Emergency Repairs" scheduled in the contract and which might require to be performed during the closeout phase after substantial completion of the contract. 50 Resident Engineer and 50 Inspector hours are anticipated to be required for this effort.
14. Allow for an additional 80 Project Manager hours, 230 Resident Engineer hours, 160 Assistant Resident Engineer hours and 350 Inspector hours for unanticipated engineering services required but presently not included in the contract and not identified for staffing of "Emergency Repairs." These hours shall be identified as a separate line item under "Unanticipated Services" in the proposal. Use of these additional hours required prior explicit, written authorization by the Authority's Project Engineer.
15. Review the Contractor's request for additional compensation and claims and make recommendations with regard to payment of such requests and claims, if asked for by the Authority, except as hereinafter provided. Where the performance of a claim review requires unreasonable time and personnel and is considered by the Authority "Extra Work", the Authority may increase the payment to the Consultant and therefore the Consultant shall be paid equitably for such services and expenses as may be mutually agreed upon by the Consultant and the Authority.
16. The Consultant shall participate in the final inspection of the completed work, prepare a "punchlist" resulting from such inspections, measure all pay items of work and make certifications that the work has been completed in accordance with the plans and specifications, and prepare the Final Certificate of Payment.
17. The Consultant shall review the subsequent year's Northern Bridge Deck Repair Program, Specifically, the Consultant shall provide written comments on the following design submissions: A) Submittal of Preliminary Traffic Plans & Specifications, B) Submittal of Phase 'C' Construction Plans. The NJTA's Project Engineer will notify the Consultant of the deadline for the written comments.
18. The Consultant will be required to submit, at the time of the start of the work, a preliminary schedule covering the scope of work based on the timetable, presented or evident from the contract documents which will be furnished at the time of notice to proceed.
19. The Consultant is advised that the Authority has implemented CapEx Manager for reporting project progress, spending activity and general construction management tasks. The Consultant will be responsible for all actions related to CapEx.
20. The Consultant shall coordinate MPT on local roadways with state and local authorities having jurisdiction. The Consultant shall ensure the Contractor verifies traffic safety devices are in place prior to work each day, and at the end of each day, per approved plan.
21. The Consultant shall coordinate the construction activities with neighboring agencies, local communities, utility owners and other Contractors working concurrently in the same or adjacent work zones.

22. The Consultant shall monitor the Contractor's staging and approved disposal areas if within Turnpike right-of-way to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is taking place. The Consultant shall take immediate corrective action if any deviation from the specified requirements occurs.
23. The Consultant shall obtain and review material certificates and delivery tickets as may be required for materials utilized within the permanent work.
24. The Consultant shall prepare and maintain formal documentation to establish construction related activities by date, work effort, manpower, equipment and material. Sequentially numbered reports and/or diaries shall include, but not be limited to:
 - a. Daily reports of construction activity and associated engineering inspection effort. Changes in weather conditions and specific field operations shall be noted by time and location on the daily reports.
 - b. Weekly progress summaries for each item of each contract, submitted to the Authority when requested or monthly.
 - c. Bi-weekly narrative reports regarding specific problems that are impeding progress for transmittal to the Authority.
 - d. Monthly S-curve progress summaries on each contract for transmittal to the Authority.
25. The Consultant shall prepare, recommend and process for payment any and all contract change orders that may become necessary due to changed conditions and/or extra work during construction.
26. The Consultant shall staff the Project Office at all times when the Contractor is working and until 5:00 P.M. each weekday to receive mail and telephone messages, to issue correspondence in a timely manner, and maintain files pertinent to the project.
27. Estimated total project duration for Contract No. T100.411, Bridge Deck Repairs and Resurfacing, Milepost 83 to 122, and the Newark Bay-Hudson County Extension is 13 months. This period includes a pre-phase of approximately one month, 10 months of construction and a post-phase of approximately two months. The Resident Engineer shall be on the job full-time for this duration. The Assistant Resident Engineer, Office Engineer/Inspectors and full-time inspectors are expected to be required during the entire construction phase. The part-time inspectors shall be assigned, when needed, for the peak construction phases of the contract.
28. The overtime hours assigned to the Resident Engineer, Assistant Resident Engineer, Office Engineer/Inspector and Inspectors (full-time) and Inspectors (part-time, aggregate) shall allow for a minimum 10%, 10%, 10%, 10% and 10% respectively, of the regular time hours proposed for those classifications for project overtime. This percentage of overtime is based on each individual's time to be spent on the project.
29. The Consultant shall determine the required testing budget based on their review of the contract documents and include the cost for this work as a direct expense. The Consultant shall hire, coordinate, instruct and pay all testing laboratories for specialized testing services. The Authority shall approve the AASHTO accredited testing laboratory proposed by the Consultant. It shall be the Consultants responsibility to confirm that the testing/laboratory/laboratories of their choice have current up to date

accreditations for testing services to be provided. Testing laboratories shall be retained by the Consultant and reimbursed by the Authority as a direct expense. **For the Purpose of developing a Fee Proposal, the Consultant shall include \$50,000.00 as a direct expense for specialized testing services.**

The Consultant shall maintain current and up to date records of invoicing and laboratory testing results and follow up on reports of out of specification results in order to determine the cause of deficiency and to determine the limits of affected work and appropriate corrective action plan.

30. The Resident Engineer shall conduct an inspection of the work performed approximately 1 month prior to the expiration date of the Maintenance Bond. The Resident Engineer shall notify the Authority in writing of their inspection findings, and if appropriate, make recommendation to release the Contractor from their obligations under the Maintenance Bond, or shall indicate defects precluding such release and include recommendations for corrective action.
31. The Consultant shall conduct a detailed review of the contractors' computer generated CPM progress schedules, including analysis of the logic associated with these schedules. The schedule shall be in the latest version of Primavera.
 - a. The Contractor shall provide a master project baseline schedule, incorporating all inter-related milestones between the respective contracts. The master schedule shall be updated monthly by the Contractor, incorporating the progress reflected in the respective contracts.
 - b. The Consultant shall provide advance indication of schedule or cost variance from approved contractor plans, and recommend remedial action to the contractor, and/or the Authority.
 - c. The Contractor shall submit two electronic copies of the progress schedule on Authority approved data CDs (as well as hard copies of their schedules). CDs shall be Microsoft Windows compatible.
32. The Consultant shall conduct a post construction meeting(s) with the Design Engineer and Contractor to review the project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each project participant. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects based on the information compiled from the routine monthly best practices meetings. The participants shall include key project personnel, principals and decision makers from each firm. The Consultant shall identify their findings and recommendations in a "Best Practices" document which shall detail items for further consideration and evaluation by the Authority. The document shall be in a format approved by the Authority's Project Engineer delivered to the Authority following the conclusion of construction during the contract closeout process.

D. GENERAL REQUIREMENTS:

1. The Consultant shall perform the services in accordance with the "Manual for Construction", dated June 1987, setting forth the general requirements for performing administrative and inspection work. The Authority has the right to amend the instruction contained in the manual at its sole discretion.
2. See Authority website for the Order for Professional Services agreement, which the Consultant is expected to execute after approval of his proposal by the Authority. This includes insurance and indemnification requirements.

3. The Contractor will provide a field office with heating, air conditioning and basic furnishings. A computer, duplication equipment, facsimile machine, a personal computer with a separate line/modem allowing for communication via electronic mail, etc., as necessary, shall be furnished by the Consultant. The Contractor is obligated to pay for supplying electric power, installation of telephone lines and field office maintenance. Telephone bills, which include two (2) land line telephone systems each with voice answering systems and two (2) additional telephone lines for facsimile and computer modem use, are to be paid by the Consultant. Costs incurred by the Consultant as outlined above are considered overhead and shall be included in the multiplier mentioned under Compensation Basis.
4. All correspondence, invoices and transmittals for the project shall be referenced by the Authority's Order for Professional Services number and applicable Construction Contract Number and Title.
5. The Authority will provide for the Resident Engineer a New Jersey Turnpike Maintenance Band radio for his use in communicating with the various Authority departments involved in construction or lane closing operations.
6. The Consultant shall submit time sheets or time sheet summaries, which reflect specific day when time charges were incurred. A running total of direct expenses, including subconsultant expenditures, shall be submitted with each invoice.
7. The Consultant agrees to 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.

E. REFERENCE MATERIAL AVAILABLE

The contract documents are 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 RFEI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Wilmore Capuno via e-mail at wcapuno@turnpike.state.nj.us. The subject line should read "OPS No. P3689, Secure File Sharing Site Information." The following reference material is available for review:

- a) Contract No. T100.411 Phase D Plans and Supplementary Specifications.
- b) Contract No. T100.411 Phase D Submission Construction Schedule.
- c) Contract No. T100.411 Materials Acceptance Matrix

Staffing Schedule

OPS No. T3684

Supervision of Construction Services for Contract No. T100.411

Hours/Tasks						
Classification (ASCE-Grade)	Regular	Overtime	Unanticipated Hours	Unanticipated (Emergency Hours)	Other Tasks	Total Hours
Project Manager (PT)	232	0	80			312
Resident Engineer (FT)	2,100	210	230	50		2,590
Assistant Resident Engineer	1,640	164	160			1,964
Office Engineer/Inspector	1,640	164				1,804
Inspectors (FT & PT)	6,180	618	350	50		7,198
Scheduler (PT)	200	0				200
Structural Engineer (PT)	100	0				100
Drafting/CADD Tech.	200	0				200
Total Hours	12,292	1,156	820	100		14,368

SECTION VI

Compensation Basis

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

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

The Sealed 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 2.50, 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 for direct salaries times a multiplier not to exceed 2.50. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation and Final Negotiated Fee Proposal. 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 estimate 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 proposed 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 estimate as shown in Section V.

Direct expenses shall include subconsultant services, and mileage. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the field office and the job site and return.

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. 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 its 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 Revenue & Enterprise Services ("Division") 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 in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as a SBE, or (2) demonstration of a good faith effort, to meet the goal of awarding at least twenty-five (25%) percent of the total value of the OPS to. During the RFP portion of this procurement, as part of the fee negotiation process, Firms must submit proof of their subconsultants' SBE registration(s). In the event that a Firm cannot comply with the goal set forth above, prior to the time of the award, the Firm must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

After award of the OPS, 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).

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

SECTION IX

State Contractor Political Contributions Compliance

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

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

DEFINITIONS

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

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

BREACH OF TERMS OF THE LEGISLATION

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

STATE TREASURER REVIEW

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

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

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

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 contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Section. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.

Section XVII
Diane B. Allen Equal Pay Act

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>