

October 11, 2018

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. P3689  
SUPERVISION OF CONSTRUCTION SERVICES FOR  
CONTRACT NO. P100.413  
BRIDGE REPAIRS AND RESURFACING  
MILEPOST 126 TO 172  
MAINTENANCE RESERVE FUND NO. 030C2001**

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

<b>Profile Code(s)</b>	<b>Description(s)</b>
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 however for Joint Ventures.

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

### **Project Description**

Contract No. P100.413, Bridge Repairs and Resurfacing, Milepost 126 to 172 consists of work on the Garden State Parkway (GSP) which involves implementation of lane shifts and / or nightly lane closings or traffic detours; selective replacement of complete deck panels bounded by stringers and diaphragms; partial depth concrete spall repairs; joint reconstruction, bridge parapet replacement; reconstruction of drainage inlets; repairs to structural steel, removal and replacement of existing asphalt wearing surface with a new membrane/asphalt system, substructure concrete spall repairs, localized painting of stringers and girders, repairs to structural steel, substructure waterproofing and repairs to

prestressed concrete beams. Work will require installation of concrete construction barrier and other incidental work on the GSP between Milepost 126 and 172 in Middlesex, Union, Essex, Passaic and Bergen Counties.

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 repairs or replacements are being performed within Type 4 concrete construction barrier enclosures with various joint classes. The majority of the deck repairs or 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. Work on local road overpasses involving reduction of lane width or reduction of a number of lanes or complete closure, requires restriping of lanes, special MPT provisions and/or rerouting of traffic via local roads with extensive signing. The above work operations on the Parkway's mainline are carried out in condensed, weekend, part weekly and multi week construction stages with single or multi-lane closings. Due to the around the clock work on certain nights or installation or removal of catches on other nights, staffing is also required by the field supervision during those time periods. Staffing will be required at multiple sites concurrently.

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 (e.g. Latex, HPC), 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, structural steel and waterproofing/watersealing.

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 7 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. The firms must demonstrate prior successful completion of assignments having at least the same magnitude of complexity for similar high traffic volume, multi-lane expressway facilities performed within the last five years.

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI 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](mailto:wcapuno@turnpike.state.nj.us). The subject line should read "OPS No. P3689, Secure File Sharing Site Information."

**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.**

### **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). Unless otherwise noted, the Project Manager shall be a licensed Professional Engineer.

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

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

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

**d. Understanding of the Project and the Authority's Needs**

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

### Understanding of the Project

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

### Understanding of the Authority's Needs

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

#### **e. Approach to the Project**

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

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

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

### Commitment and Ability to Perform the Project

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

### Outstanding Work with the Authority

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

#### **g. Commitment to Quality Management**

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

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

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of 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 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 provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/Classification, along with an estimate of total hours, to provide the work described herein. 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, 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 project duration. 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 Schedule 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 1 page.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services,**

etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.

9. A completed **Commitments of Proposed Project Staff** form (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability** form (which is available on the Authority's website) 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](http://www.njta.com) under *Doing Business, Supplemental Forms***

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the Authority's website. <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 Division on Ethical Standards of the State of New Jersey.

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 not permitted.

A brief transmittal letter along with the following forms and/or documents (listed below in the order in which they appear in this RFEIOI), 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 seventeen (17) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

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

**Expressions of Interest must be submitted no later than 2:00 pm on October 31, 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  
John Knuth, P.E. Project Engineer**

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

**New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures  
John Knuth, P.E. Project Engineer**

**Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to John Knuth, P.E. Project Engineer, Structures New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [knuth@njta.com](mailto:knuth@njta.com)

are acceptable. **The deadline for inquiries is October 17, 2017.** The Authority will respond to all written inquiries received. **Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's website** under ***Doing Business, Current Solicitations*** on or before **October 24, 2018**. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

### Consultant Selection

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

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

RATING FACTORS	WEIGHT %	POINTS
Experience of the Firm on Similar Projects	15	45
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](http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf)), the RFEOI, as well as the selected firm's submitted 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: JK:mu  
Attachments

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

**SUPPLEMENTAL INFORMATION**  
**REGARDING EOI AND PROJECT**  
**REQUIREMENTS**

**Dated October 11, 2018**

**for**

**Order for Professional Services No. P3689**

**Supervision of Construction Services for**

**Contract No. P100.413**

**Bridge Repairs and Resurfacing**

**Milepost 126 to 172 (2019)**

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

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**SECTION I**  
**Prequalified 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.
ATANE Design and Construction Consultants (formerly 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, Technical Proposals and Fee Proposals must be signed by an officer of the Firm authorized to make a binding commitment.

**Incurring Costs**

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

**Addendum to EOI Solicitations**

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

**Acceptance 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 Consultant and the Authority, and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used by the Consultant, except in replying to this EOI solicitation.

**News Releases**

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

**Public Records**

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

**Section III**  
**OPS Procurement and Project Schedule**

Posted .....	October 11, 2018
Deadline for Inquiries .....	October 17, 2018
Posted Responses to Inquiries .....	October 24, 2018
Submittal of Expressions of Interest .....	October 31, 2018
Recommendation to Award OPS .....	December 2018
Notice to Proceed .....	February 2019
Completion of all Construction Work .....	November 2019
Administration Project Closeout .....	March 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.

### **B. PROJECT DESCRIPTION**

Professional Engineering Services are required for the supervision of construction of Contract No. P100.413, which involves selective replacement of complete deck panels bounded by stringers and diaphragms; partial depth concrete spall repairs; joint reconstruction, bridge parapet replacement; reconstruction of drainage inlets; repairs to structural steel, removal and replacement of existing asphalt wearing surface with a new membrane/asphalt system, substructure concrete spall repairs, limited painting of stringers and girders, repairs

to structural steel, replacement, substructure waterproofing and repairs to prestressed concrete beams and other incidental work on various structures of the Garden State Parkway between Mile 126 and Mile 172 in Middlesex, Union, Essex, Passaic and Bergen Counties.

The contract, with an anticipated construction value of \$8,000,000, is scheduled to be awarded at the Authority's December 2018 Commission Meeting. Construction is expected to get underway by March 2019. Completion of the scheduled work is expected by November 30, 2019. The OPS and Contract will remain in force over the winter and spring through March 2020 for coverage of potential emergency work. The proposed field office will be located in commercial office space located in the vicinity of Interchange 135 to Interchange 160.

### **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 for that purpose. 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.
2. Inspectors responsible for preparing 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.
3. Inspectors responsible for quality control of paving operations shall be currently certified as field technicians by the N.J.S.A.T.
4. Provide a Resident Engineer, Office Engineer and Inspectors during all periods of construction activity to perform construction inspection and administrative services for cost control, progress and quality control. The Resident Engineer shall be experienced in the construction inspection of structures and bridge facilities.

The duties of the Resident Engineer shall include, but not be limited to, the following:

- a. To familiarize oneself with the workloads to be performed in each construction stage and/or work location and the time constraints that may be associated therewith.
- b. To review and approve the Contractor's initial construction progress schedule and all updates.
- c. To instruct all testing laboratories hired by the Consultant as to testing needs. To review, approve and submit to the Authority all testing laboratory reports and invoices. Testing laboratories will be retained by the Consultant. 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.

- d. 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.
- e. 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.
- f. 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.
- g. 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 zone.
- h. To review the Contractor's requests for lane or shoulder closings for compliance with the contract requirements and the traffic closure request procedure, and ensure that those requests are entered and pre-approved in the Authorities' Lane Closing Program.
- i. 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 Department or Media Relations Coordinator.
- j. To review with the Contractor's requests 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.
- k. To prepare and approve Certificates for Payment for the contract each month or bi-monthly, maintaining computerized records covering running totals of quantities and costs while construction is in progress.
- l. To activate and deactivate the message display on the variable message signs. (Messages shall be displayed per contract requirements.)
- m. 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.
- n. To layout and schedule "if and where directed by the Engineer" items and work based on priority. The Consultant shall furnish the Contractor with plan layout details including applicable Maintenance and Protection of Traffic, in accordance with the Authority's standards.
- o. To conduct a preconstruction meeting, attend all meetings called by the Authority, and convene job



meetings with the Contractor. Monthly or bi-weekly job progress meetings with the Contractor 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 within 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.

- p. To conduct a work zone safety meeting and distribute meeting minutes within five (5) business days, if required for the project.
  - q. Review the Contractor's requests for additional compensation and claims and make recommendations with regard to payment of such requests and claims, if directed by the Authority, except as hereinafter provided. Where the performance of a claim review requires unreasonable time and personnel and considered by the Authority as "Extra Work," the Authority may increase payment to the Consultant equitably for such services and expenses as may be mutually agreed upon by the Consultant and the Authority.
  - r. To monitor the Contractor's staging and approved disposal areas if within Authority right-of-way, to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is taking place. Consultant shall take immediate corrective action if any deviation from the specified requirements occurs.
  - s. To document in writing and with photographs, unusual conditions or deterioration encountered, which should be on record or which might require additional work and result in additional compensation to the Contractor, by Change Order. The Resident Engineer shall have a digital camera at his disposal at all times for this purpose.
  - t. 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.
  - u. 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 certify that the work has been completed in accordance with the plans and specifications, and prepare the Final Certificate of Payment
  - v. The Resident will assist the Office Engineer in coordinating lane closing conflicts on the GSP from MP 126 to MP 172. The Office Engineer shall work with the NJTA's Operations Department and other Resident Engineers from any projects which have submitted lane closings to coordinate any conflicts. The Office Engineer will host a weekly Teleconference to facilitate any lane closings on Tuesday afternoons. The consultant shall supply a call-in Teleconference number for this purpose. The Resident and Office Engineer shall also attend the Operations Thursday Morning Lane Closings Conflict Meeting.
5. The Resident Engineer shall supervise and direct staff whose full-time office shall be at the field offices. 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 parkway 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. Unanticipated Hours identified in the Staffing Schedule are allowances for the Project Manager, Resident Engineer and Inspector hours for unanticipated engineering services required but presently not included in the contract. Use of these unanticipated hours requires prior, explicit, written authorization by the Authority's Project Engineer.
8. 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 (download at <http://www.state.nj.us/turnpike/fiberFOD.pdf>) 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.
9. Conduct preconstruction job meeting with the Authority's Project Engineer, Contractor and any approved Subcontractors which may include milling, paving, forming methods for headers, material testing methods, procedures for resetting and repairing bearings, structural steel repair procedures, and any other items as they may apply to the project. The meetings shall cover proper equipment, methods of employment or construction, adequate materials supply on site and other matters as contained in the contract.
10. 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.
11. The Consultant shall anticipate required working hours on weekends and nights due to the nature of the contract work. Consultants are strongly encouraged to review the contract documents at the Authority's Woodbridge Administration Building prior to submitting an EOI.
12. The total inspection force for OPS No. P3689 requires 4 full time personnel (1 Resident Engineer, 1 Senior Inspector, 1 Inspector, 1 Office Engineer and 2 part time personnel (1 Project Manager, and 1 Inspectors). In addition, a part time drafting/Cadd technician for the task identified in Item 21 is required. All personnel are expected to be familiar with bridge deck rehabilitation work and substructure rehabilitation work, staged construction, maintenance and protection of traffic procedures involving lane closings, striping changes, concrete construction barrier placement/removal, and the associated coordination responsibilities for those lane closings with the Authority's Maintenance and Operations Departments.
13. The Consultant is advised that the Authority uses CapEx Manager for reporting project progress, spending activity, generating Pay Certificates and general construction management tasks. The Consultant will be responsible for all actions related to CapEx. The Authority will hold CapEx training sessions for Consultant personnel, as needed.
14. The Consultant shall coordinate Maintenance and Protection of Traffic activities 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.

15. The Consultant shall obtain and review material certificates and delivery tickets as may be required for materials utilized within the permanent work.
16. 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.
17. 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.
18. The Consultant shall conduct a detailed review of the Contractors' computer generated CPM progress schedules, including analysis of the logic associated with these schedules.
  - 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.
19. 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.
20. The Consultant shall maintain as-built records and prepare as-built drawings within 30 days of the final inspection as follows:
  - a. The Consultant will be responsible for making all changes to the Contract Documents due to modifications made during the construction of the project.
  - b. The Consultant will be furnished with the original mylars. The changes shall be made on the mylars in permanent ink in accordance with the N.J. Turnpike Authority's Design Manual.
  - c. The Consultant will be furnished with CADD files comprising the final design (Phase D) of the project. All as-built changes and corrections shall be made throughout the CADD files and the project shall be delivered to the Authority in accordance with the current version of its CADD standards entitled "New Jersey Turnpike Roadway & Garden State Parkway Roadway CADD Standards." The document may be found on the Authority's web site at <http://www.state.nj.us/turnpike/buss-eoi.htm> in the Supplemental Forms section at the bottom of the page. Please note that the text "AS-BUILT" shall be shown with a bold face font at a one-half inch text height on the title sheet above the signatures and above all title blocks on all drawings. The term "AS-BUILT" and the date changes were made shall also be shown in the revision box on all drawings.

21. When occupying a shoulder for the purpose of inspections or condition Surveys or delineating "if and where directed by the Engineer" work, the Engineer shall employ a truck with mounted attenuator (TMA) in accordance with the latest AASHTO Roadside Design Guide. The TMA with driver will be furnished by the Contractor at the Engineer's request.
22. All correspondence, invoices and transmittals for the project shall be referenced by the NJTA's Order for Professional Services Number and the construction Contract Number and Title.
23. The Consultant will be requested to review the subsequent year's Repair Contract. 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.
24. 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.
25. 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.**
26. Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection of shop fabrication of bearings, structural steel, joint extrusion, high performance concrete mixes, asphalt, substructure concrete mixes, precast concrete products and other similar materials that require off-site testing.
  - a. The testing laboratory retained by the Consultant shall also perform testing of asphalt and concrete in place properties, embankment densities and soil/aggregate testing. The Consultant will be responsible for on-site sampling of concrete material and all on-site visual inspections.
  - b. The Authority will be copied by the testing laboratory on all testing reports.
  - c. The approved testing laboratory must have current AASHTO accreditation for all of the following AASHTO testing procedures (ASTM equivalents); T30, T164 (D2172), T209, T269 (D3203), T22 (C39) T119 (C143), T121 (C138), T141 (C172), T152 (C231) and T196 (C173).
  - d. Evidence of AMRL and CCRL inspection will not be accepted in lieu of AASHTO accreditation.
27. Estimated total project duration for Contract No. P100.413 is 13 months. This period includes a pre-phase of approximately 1 month, 8 months of construction and a post-phase of approximately 4 months. The Resident Engineer and Office Engineer shall be on the job full-time for this duration, 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. The Resident Engineer and Inspector (full-time) shall be assigned, when needed, for the "on call" emergency repairs phase of the contract.

**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. 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.
3. 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.
4. 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. The Consultant shall submit copies of Biweekly reports with each invoice.
5. 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 Title.

**E. REFERENCE MATERIAL AVAILABLE**

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 RFEOI 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. P100.413 Phase C DRAFT Plans dated August 2018.
- b) Contract No. P100.413 Phase C DRAFT Specifications dated August 2018.
- c) Contract No. P100.413 Phase C DRAFT Preliminary Construction Schedule dated August 2018.
- d) Contract No. P100.413 Phase C DRAFT Constructability Report August 2018.
- e) Contract No. P100.413 Material Acceptance Criteria

**SECTION V**  
**Staffing Estimate**  
 OPS No. P3689  
 Contract No. P100.413

<b>Hours/Tasks</b>								
Classification (ASCE-Grade)	Regular		Overtime		Unanticipated		Other Tasks	Total Hours
Project Manager (PT)	116		0		50			166
Resident Engineer (FT)	2,320		232		250			2,802
Office Engineer (FT)	2,320		232		0			2,552
Senior Inspector (FT)	2,080		208		0			2,288
Inspector (FT)	1,560		156		0			1,716
Inspector (PT)	1,560		156		0			1,716
Drafting/CADD Tech	240		0		0			240
Total Hours	10,196		984		300			11,480

**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 schedule and as modified by the Consultant to account for all required services. The ceiling amount shall be estimated to the nearest \$5,000.

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

Direct expenses shall include 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](http://www.gsa.gov/perdiem). Compensation for lodging and meals must be approved in advance by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

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

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

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

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of 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 for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Division as a SBE. The Consultant must submit proof of its subconsultant's SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

## SECTION IX

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

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

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

### **DEFINITIONS**

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

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

of a business entity ; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

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

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

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

### **STATE TREASURER REVIEW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

- (a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- (c) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- (d) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- (e) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- (f) The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

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

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

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

**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>.