

November 2, 2018

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3721
DESIGN SERVICES FOR CONTRACT NO. T100.510
FOUNDATION IMPROVEMENTS AT THREE BRIDGE PIERS,
STR. NO. N2.01, NEWARK BAY BRIDGE**

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 Code:

Profile Code	Description
A091	Bridges: Widening and Modifications

Attached (see Section I) is a list of all consultants currently prequalified and eligible to submit an EOI for the above referenced assignments. *Joint Ventures (*Firms interested in submitting an EOI as a Joint Venture must be prequalified as a Joint Venture with the Authority) that meet the Profile Code requirement 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 prequalified for the specified profile code(s) this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required for Joint Ventures.

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

Project Description

Superstructure Joint openings as well as greater than designed monitored pier movements have occurred at bay Piers E6, E7, & E8 of the Newark Bay Bridge on the Newark Bay - Hudson County Extension Bridge (Str. No. N 2.01). A preliminary investigation into the source of the movements was conducted (refer to OPS No. T3293 – Contract No. T100.184 Phase A Report). To address the potential for a partial foundation failure at the subject piers, an auxiliary pier foundation will be investigated, designed and constructed to reduce the identified pier movements. The auxiliary pier foundations are to be designed to:

1. Be anchored to the existing foundation in a manner that would permit the new auxiliary pier foundations to take 100% of the design loads as determined by the Consultant.
2. Resist all design loadings, as determined by the Consultant, from the bridge as well as the self-weight of the existing footing, including any current or future loading that can be anticipated from the existing left in place cofferdam.
3. Provide a lateral foundation response that does not overstress adjacent piers within the unit.
4. Resist any corrosive materials within the soils.
5. Accommodate a future pier column jacket.

The existing subsurface information (from borings drilled in 1952) indicates that the mudline is approximately 10 ft. below the water surface. Subsurface materials consist of a thin layer of recent tidal marsh organic silt overlays, thick layer glacial lake deposits of silty clay, sand and gravels. The shale and sandstone of Passaic formation bedrock is reported to be 100 ft. below the mudline. The quality of the bedrock is unknown from the as-built plan.

The rehabilitation of three existing bridge pier substructures, E6, E7, and E8 are anticipated to be performed utilizing a group of drilled shafts with diameters ranging from four (4) to eight (8) ft. with or without rock sockets depending on the Consultant's analysis. To provide geotechnical parameters required for the substructure design, a subsurface investigation program may be performed in accordance with the latest NJTA Design and Procedures Manuals as well as the latest AASHTO Bridge Design Specifications. The consultant is required to obtaining the required permits for the proposed in water boring program near the bridge piers prior to commencing the field boring work.

The Consultant shall perform the foundation design and analysis as required. The results of foundation design and analysis, along with the subsurface investigation boring logs, laboratory test results and other test results shall be included in a geotechnical foundation report.

It is anticipated that the pier substructure rehabilitation work will be performed with the NBHCE bridge open to the live traffic. While lane closings may be utilized during the rehabilitation work, the proposed substructure rehabilitation plan shall consider minimizing the traffic interruption.

Based on a May 2017 Scanning Sonar Inspection & Evaluation Report, the as-built conditions indicate that the existing cofferdam was left in place and numerous foundation piles are battered; any proposed work will need to avoid impacting the integrity of the existing foundation. It is anticipated work will be staged off barges or flexi-floats.

The Consultant shall develop a suggested, workable construction sequencing plan utilizing construction production rates for each work area selected. In some cases this may be combined with the MPT plans. In more complex cases, separate drawings will be required. Design shall include consideration of seasonal related environmental requirements, including work near sensitive waterways and protected species.

The Consultant shall obtain any and all permits required to perform the work. Construction work will need to be coordinated with Contract No. T100.184.

The scope of work also includes post design services consisting of shop drawing review, survey verifications and construction consultation among other similar tasks. The Consultant may be required to prepare Change-of-Plans to the contract, if warranted.

The Consultant shall determine appropriate Lane Occupancy Charges for scheduled work areas where contractor installed lane closings are not removed in accordance with specified lane closing hours using the Road User Cost Manual.

The Consultant will be responsible for coordinating project needs with other agencies, including the FAA, USCG, USACE, NJDEP, the Hudson-Essex-Passaic Soil Conservation District and local jurisdictions.

Project background materials (as-built plans, studies, reports, etc.) will be available for review from 9:00 AM to 4:00 PM, Monday through Friday, at the Authority's Headquarters Building in Woodbridge. Viewing of these documents will be by appointment only. To make an appointment please call Antonio Valte at 732-750-5300, extension 8244.

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

Staff Qualifications

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

- Prior experience and knowledge in preparing construction contracts of this nature for similar major high volume expressways and major bridge in-water foundations.
- Knowledge of contractor's employment of equipment and manpower along with production rates for scheduling the various drilling operations.
- Construction engineering expertise essential for establishing accurate cost data encompassing current construction techniques, scheduling and economic factors, to the fullest extent possible, as well as design standards and specifications.

- The Consultant's Project Engineer responsible for the contract preparation shall meet the following minimum qualification criteria:

Ten years of full time experience, acceptable to the Authority, involved in highway design and/or widening projects. Five years of experience shall have been spent full time in the capacity of Project Engineer relating to multi-lane expressway facilities, as outlined in detail above and be registered as a Professional Engineer in the State of New Jersey.

All listed firms that can provide a committed, fully experienced staff typically consisting of a Project Manager, Project Engineer, engineers, Surveyors, Utility Personnel, construction engineer, and drafting/CADD technician to provide the services described herein, are encouraged to submit an EOI. The firm must demonstrate prior successful completion of assignments having at least the same magnitude of complexity for similar high traffic volume, multi-lane expressway facilities.

EOI Submission Requirements

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

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

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

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

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

b. Experience of the Project Manager on Similar Projects

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

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

c. Project Engineer and Key Personnel's Qualifications and Relevant Experience

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

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

e. Approach to the Project

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing work load of the consultant or its subconsultants. Outstanding

Work shall be considered the sum of the Outstanding Work of the prime and subconsultants. No factors/weighting will be applied based on the percent of work assigned to the prime or subconsultants.

g. Commitment to Quality Management

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

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

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

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager, Project Engineer and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of (1) 11"x17" page.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation Form** 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** 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** 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**. Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
 - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
 - B. A statement that the firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI.

This form shall be submitted for the prime consultant and subconsultants.

11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation Form**. Stating the firm's intention to use SBE Certified firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran Form**.
13. A Complete **Vendor Source Disclosure Form**.
14. A complete **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.

EOIs that are incomplete may not be considered.

The required forms referenced in Items 7 through 14 above can be found on the Authority's website: www.njta.com under **Doing Business, Supplemental Forms**.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the Authority's website <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an EOI, your Firm will be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

EOIs are limited to a total of twelve (12), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceeding seven (7) pages, **Resumes**, a maximum of five (5), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are permitted for the project schedule only.

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

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

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

Expressions of Interest must be submitted no later than **12:00 PM on Monday, November 26, 2018**. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at the Consultant's risk. Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Structures Design
Mark Bernard, P.E., Senior Project Engineer

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

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Structures Design
Mark Bernard, P.E., Senior Project Engineer

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Mark Bernard, P.E., Senior Project Engineer, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to bernard@njta.com are acceptable. **The deadline for inquiries is 12:00 PM, Monday, November 19, 2018.** The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's website under "Doing Business, Current Solicitations" on or **before Wednesday, November 21 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
Experience of the Project Manager on Similar Projects	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/EO 117 Two-Year Certification and Disclosure of Political Contributions form (CH51.1 R1/21/2009) and the P.L. 2005 c. 271 Vendor Certification and Political Contribution Disclosure Form (Rev:02/07/2006 DPP c. 271 C&D) completed by each business entity all of which will be transmitted to the intended Awardee(s) by the Authority via mail or fax and are to be returned to the Authority within five(5) business days.

Order for Professional Services

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement which is available on the Authority's website (http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf), the RFEIOI, the 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 the prime consultant unless the subconsultant first provides proof of valid business registration.

Attached please find additional information regarding EOI and project requirements.

Traffic Permit

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

Very truly yours,

Robert J. Fischer, P.E.
Chief Engineer

RJF/MB/ms

Attachments

c: J. L. Williams
W. Wilson
Review Committee
File

ATTACHMENTS

to the

Request for Expressions of Interest

Dated November 2, 2018

for

Order For Professional Services No. T3721

**DESIGN SERVICES FOR CONTRACT NO. T100.510
Foundation Improvements at Three Bridge Piers
Str. No. N2.01, Newark Bay Bridge**

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XV.	Executive Order 189 (1988 – Kean)
XVI.	ADA Indemnification
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SECTION I
Prequalified and Eligible Consultants

Profile Code A091

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

SECTION II
Administrative and Agreement Information

Professional Corporation

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

Signatures

Expressions of Interest must be signed by an officer of the Firm authorized to make a binding commitment.

Incurring Costs

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

Addendum to EOI Solicitations

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

Acceptance and Rejection of EOIs and Proposals

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of the obligations of this EOI - 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 RFEOI or the Project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

Public Records

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

SECTION III
OPS Procurement and Project Schedule

Posted.....	November 2, 2018
Deadline for Inquiries	Noon, November 19, 2018
Posted Responses to Inquiries	November 21, 2018
Submittal of Expressions of Interest.....	Noon, November 26, 2018
Recommendation to Award OPS	January 29, 2019
Notice to Proceed	March 13, 2019
See Section IV, Scope of Services, for individual contract deliverables and design/construction schedule.	

SECTION IV

Scope of Services

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

I. GENERAL

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Drawings and the Authority's Design and Procedures Manuals. These publications and drawings may be purchased from the Authority by application to Antonio V. Valte, Assistant Project Supervisor, Telephone: (732) 750-5300, Ext. 8244.
2. Complete bid and contract documents including the plans, specifications and Engineer's Estimate, shall be prepared for this project. They shall include the design of new facilities and demolition and removal of the existing facilities.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority in the Expression of Interest, or during preparation of the Expression of Interest, any errors, omissions and non-compliance discovered in the "Scope of Services Section". By neglecting to do so, the Consultant will be responsible to make resulting design changes without additional compensation.

II. PROJECT COORDINATION

A. NJTA Coordination

1. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the Authority's Engineer to ensure an expeditious exchange of information. The NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.
2. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project, Ver. 11.0, or higher, for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained within the bridge deck repair and resurfacing design checklist. The design checklist will be provided by the Authority at the project's kick-off meeting.
3. The Consultant will be responsible to prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project's kick-off meeting.
4. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.
5. It is specifically noted herein that the document review process by the Authority or its representatives is intended to be a review of the documents in a general manner. Review submissions and

comments shall not be construed as a comprehensive review or detailed check of the consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment.

6. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

B. Other Agency Coordination

1. The Consultant will be required to contact and meet with representatives of USCG, FAA, USACE, NJDEP, Soil Conservation Districts, other permitting Agencies and/or counties and municipalities to review and determine all necessary project requirements and permits.
2. Phase "B" and Phase "C" contract documents shall be provided to each agency having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.

III. SCOPE OF PROJECT

1. The Consultant will be furnished with electronic copies of the following after Notice to Proceed:
 - (a) Excerpts from the Authority's latest bridge inspection report for Structure No. N2.01.
 - (b) Plans and Supplementary Specifications from prior contracts impacting the structure.
 - (i) N-1
 - (ii) T100.184 (Phase "A")
 - (iii) T100.381 (Phase "A")
 - (iv) R-1360
2. The Consultant shall perform a visual inspection of mainline deck joints, lane and shoulder widths and girder condition for understanding of potential movements and needed MPT to access the work.
3. The Consultant shall perform a field survey of the pier locations. The ground control field survey is necessary to establish existing conditions and control for design and construction, including a survey to establish New Jersey Turnpike Authority Right-of-Way. Survey data shall be collected electronically, and the original and edited field files shall be provided to the Authority with project deliverables as records of the survey.

The Consultant shall field verify required data and not rely on the accuracy of as-built drawings. Real-Time Kinematic (RTK) GPS survey will not be permitted given tolerance issues as compared to total stationing method. Final survey shall be performed by the contractor to verify the data prior to construction. It should be noted that As-built information presented in the documents is based the 1927/29 datum's. Recent studies that involved survey are based on the 1983/88 datum's.

4. The Authority will provide available aerial photography and as-built plans encompassing the project limits as identified in the reference material. Consultant shall survey the area of work in order to provide the mapping for the project. All necessary horizontal and vertical ground control for mapping shall be provided for under this assignment. Permanent traverse points shall be used for the ground control (with ties) with the locations and elevations plotted onto the mapping. Ties for all available NJTA monumentation, if used, shall be plotted onto the mapping. The Consultant will be responsible for developing all project mapping determined to be necessary to accomplish the services described herein.
5. The Consultant shall conduct a subsurface exploration and soil testing program as required to perform the necessary design services for foundation construction capacity. The Consultant shall layout a subsurface exploration and soil testing program and recommended locations, sizes and types of borings as required to perform the necessary design services for proposed service roads within this project at each pier. The Authority shall review the geotechnical

exploration and soil testing program for the proposed service road submitted by the Consultant. Upon approval and concurrence by the Authority, the Consultant will prepare, procure and oversee related geotechnical borings for this project and obtain the boring plans, logs, and soil test results. The results of the subsurface exploration program shall be included as part of the contract documents.

6. Existing soils shall be tested for any corrosive materials that would affect the proposed construction. Spoils from the drilled shafts and cofferdam should be disposed of in accordance with State Regulations.
7. Existing utilities are on the structure, in the underdeck area, and within the project work limits including roadway lighting, communication cable, NJTA Fiber Optic Cable.
8. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with the design.
9. The Consultant shall acquire all Permits and Authorizations, including, but not limited to:
 - a. NJDEP Waterfront Development (WFD) In-Water and Upland Permits: Per N.J.A.C. 7:7-2.4, in areas of the State outside both the Coastal Area Facility Review Act (CAFRA) area and outside the Hackensack Meadowlands District, the regulated waterfront includes all tidal waterways and adjacent upland areas within 100 feet of the mean high water line, potentially extending 500 feet from the mean high water line or to the first paved public road, railroad, or surveyable property line. Work below the mean high-water line will require a WFD In-Water Permit and work above it as described above, will require a WFD Upland Permit. Under both permits, the applicant must demonstrate compliance with the NJDEP Flood Hazard Area Control Act Rules. Unless covered by an existing programmatic permit with the NJDEP, in-water borings for a geotechnical program would also require a WFD General Permit 23.
 - b. NJDEP Tidelands: The NJTA already owns a Riparian Grant for the Newark Bay Bridge. Assuming all work is performed within the extent of the grant and/or Tidelands License, no additional coordination is anticipated. Based on the final dimensions of the repair, in plan, the Consultant may have to resubmit a Tidelands Riparian Grant.
 - c. NJDEP Freshwater Wetlands Protection Act Permit: Freshwater wetlands are present to the immediate east of Route 440 and north of the NB-HCE. Assuming the contractor accesses the Bay from the west of Route 440, work will not occur within jurisdictional freshwater wetlands or their transition areas. However, this should be confirmed as the project advances.
 - d. United States Army Corps of Engineers Nationwide Permit 3: Nationwide Permit 3 allows for the repair and maintenance of existing structures. Per NJ Regional General Condition 5, a Pre-Construction Notice to the USACE is needed to satisfy the requirements of the Section 7 of the Endangered Species Act for those species under the jurisdiction of the National Marine Fisheries Service. This is also applicable for Nationwide Permit 6, which allows geotechnical borings.
 - e. Hudson-Essex-Passaic Soil Conservation District: If construction access exceeds 5,000SF, a certified Soil Erosion and Sediment Control Plan will be required by the Hudson-Essex-Passaic Soil Conservation District.
 - f. United States Coast Guard (USCG): Coordination with the USCG is recommended to keep mariners informed of in-water hazards during and after construction.
 - g. Protected Species: Several protected avian species have records of occurrence near the Newark Bay Bridge. Of concern is documented nesting activity by peregrine falcon. NJDEP typically imposes a timing restriction on noise and construction activity within [up to] 1,000 ft. of the nest between February 15 and August 1. The location of the nest shall be confirmed annually. In-water construction timing restrictions from March 1 through June 30 to protect anadromous fish should be assumed.
 - h. Hazardous Material: Portions of the project area have been identified as mapped historic fill.

10. The table below breaks down anticipated permit fees based on the current fee schedule.

Permit	Fee
NJDEP WFD In-water General Permit 23 for Geotechnical Borings	\$1,000
NJDEP WFD In-water for repairs	\$3,000
NJDEP WFD Upland for repairs	\$3,000
NJDEP Freshwater Wetlands Protection Act Permit	No cost for State Agencies
United States Corps of Engineers Nationwide Permit	No cost
Hudson-Essex-Passaic Soil Erosion and Sediment Control	\$775

11. The Consultant shall provide for any temporary facilities required during construction, including under bridge lighting.
12. The Consultant shall identify, investigate and address constructability requirements during each phase of the design process. Alternative analyses and preliminary and final design details shall encompass constructability issues including current construction techniques, access, scheduling, economic factors, permit conditions, maintenance and protection of traffic, and production rates. Construction Cost Estimates and construction schedule shall be provided with each Phase Submission. A preliminary Construction Schedule with backup computations and draft Constructability Review Report shall be provided with the Phase B Submission. The final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Phase C Submission.
13. MPT shall be designed in accordance with the criteria outlined in NJTA's Design Manual, latest MPT Standard Drawings, and latest Lane Closing Tables under the Lane Closing Application. Traffic protection plans and cross sections shall be developed for each construction stage showing placement of traffic protection devices, temporary lane configurations, and line striping changes. All final Maintenance and Protection of Traffic Plans and Specifications must meet the approval of the Authority's Operations Department.
14. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Specification Division 800 for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.
15. MPT on NJDOT Roadways shall follow NJDOT Details and Specifications.

IV. SPECIFIC REQUIREMENTS AND CONDITIONS - Submissions

A. Phase 'A'

1. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph on each of the impacting permits; a presentation of the survey and mapping; a discussion on needed design modifications; a construction schedule which addresses seasonal restrictions, an engineer's estimate which includes necessary permitting and construction costs; an introduction to the needed MPT to prosecute the work; a report on the needed NJDEP impacts related to water run-off; discussion on the anticipated manner in which drilled shafts, sheeting and cofferdams would be constructed; a section related to Phase "A" recommendations and how to proceed through Phase "B" and "D" and the corresponding costs associated with the recommended course. An appendix shall also be included that contains mapping, preliminary layouts, existing condition photos and all other supporting information with which the Consultant is basing their recommendation. Three CDs, photos and all related documents shall be submitted with the report.

2. The Consultant, based on his investigations, shall identify other work recommended for repair in the project corridor while the Contractor is mobilized. Separate Construction Estimates should be completed for this work.
3. It is anticipated Construction will need to be tied to a seasonal calendar. The Consultant shall make their recommendations with the understanding of the anticipated Contract Award date. Work may be performed under active contracts to meet seasonal restrictions.
4. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with the CDs. Comments will be furnished to the Consultant within 15 working days.
5. The authorization to proceed to Phase "B" will be made approximately 1 month after submission of the Phase "A" Report. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "A" Submission.

B. Phase 'B' and MPT

1. The Phase 'B' submission shall be in the form of 60% complete contract drawings, a preliminary construction schedule and Engineer's Estimate by Stage. Plans shall present new or proposed structural details. The plans shall indicate any utilities, or other similar pertinent information that may affect the performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of each structure constraints and accessibility.
2. Formal requests for Design Modifications shall be developed for review and approval prior to the Phase "B" Submission.
3. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7th Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes and Capex User's Guide shall also be provided.
4. A Draft Project Specification shall also be submitted with the Phase "B" submission.
5. Ten (10) copies of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted. Comments will be furnished to the Consultant within 15 working days.
6. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "B" Submission.

C. Phase 'C'

1. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team. The Consultant shall submit, as part of the Phase 'C', a Construction Schedule Submission with backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule.
2. The Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Road User Cost Manual. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
3. The Phase "C" submission shall include confirmations of recommendations made at Phase "A" and propose necessary efforts to complete construction within all permitting constraints. Work needed to be performed by others shall be identified and accounted for in the engineer's estimate.
4. Fifteen (15) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs. The estimate of

quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer", as appropriate, within the contract.

D. Phase 'D'

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

V. Miscellaneous

1. The Consultant shall perform computations to determine the quarter hour rate of Lane Occupancy Charges for work areas where contractor installed lane closings are not removed at the appropriate times using Road User Cost Manual. These computations shall be generated for single lane and multiple lane conditions, broken out between Interchanges, by direction and number of lanes, by Peak and Off-Peak Seasons on the NJ Turnpike.
2. The Consultant shall provide the Supplementary Specifications in the same format as the Standard Specifications.
3. The Consultant shall identify areas where NJTA and NJDOT roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
4. The Consultant shall prepare cost estimates, attend review meetings, and the contract bid opening. The Consultant shall analyze the bids and recommend the low bid for acceptance or rejection.
5. The Consultant shall estimate the effort required for shop drawing review based on the Contract requirements and include this in their Fee Proposal.
6. The Consultant shall prepare electronic files (in both Word and pdf formats) of the Supplementary Specifications that incorporates all accepted Addendum items. All Addendum items/changes that pertain to the Supplementary Specifications shall be depicted within the final documents in accordance with examples provided by the Authority.
7. The Consultant shall provide in their proposal additional hours based on the distribution given in the attached Staffing Schedule. These hours are for unanticipated services during design; Construction Consultation, and Change of Plans. Work may only be undertaken subsequent to written authorization by the Authority's Project Engineer.
8. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters.

VI. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, or latest, the 2016 Standard Specifications, 7th Edition, the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, elevation, cross-section and detail presentations shall be to scale. A separate estimate of quantity table with quantities broken down by stages shall be shown for each bridge on the Construction Plan Sheet for that structure.
3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.
8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall develop all plans in CADD format and provide the Authority with all Microstation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The mini data cartridge media shall be of the 3M DC2120, XIMAT Format variety, and the CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.
10. The Consultant shall secure all necessary permits, flagging services, and post all required insurance with railroads and any other utilities. All Utility Orders, where required, will be performed under unanticipated services.
11. All inspection work on the NJ Turnpike shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work.
12. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance.

VII. DESIGN OF CONTRACT No. T100.510 – PROJECT SCHEDULE AND DELIVERABLES

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

DESIGN SCHEDULE

Award OPS No. T3721	January 29, 2019
Anticipated start of work	March 13, 2019
Submittal of Design Schedule	March 13, 2019
Submittal of Phase 'A' and Permitting Report	June 13, 2019
Phase 'A' Review Meeting	July 9, 2019
Submittal of Phase 'B'	August 13, 2019
Phase 'B' review meeting	September 3, 2019
Submittal of Phase 'C'	October 17, 2019
Phase 'C' Review Meeting	November 7, 2019
Submittal of Phase 'D' Final Documents	December 3, 2019

CONSTRUCTION SCHEDULE

Date of Contract No. T100.510 Advertisement	December 10, 2019
Date for Receipt of Bids.	January 14, 2020
Award of Contract No. T100.510	February 25, 2020
Notice to Proceed Contract No. T100.510	April 17, 2020
Construction Completion Date	September 30, 2021

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

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

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

SECTION V
Staffing Estimate
OPS No. T3721

FOUNDATION IMPROVEMENTS AT THREE BRIDGE PIERS
STR. NO. N2.01, NEWARK BAY BRIDGE
CONTRACT No. T100.510

<u>Classification</u>	<u>HOURS/TASK</u>				<u>Shop Dwg. Review</u>	<u>Const. Consult.</u>	<u>Const. Prog. Mtgs.</u>	<u>Unant. Hours</u>	<u>Total Hours</u>
	<u>Permits Phase A</u>	<u>Phase B</u>	<u>Const./ Phase C</u>	<u>Phase D</u>					
Project Manager						20	20	24	64
Project Engineer						80	80	100	260
Engineer						80	80	100	260
Drafting/CADD Tech.									
Surveyor									
Total Hours						180	180	224	584

SECTION VI Compensation Basis

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

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

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

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

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

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

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

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

Direct expenses shall include approved subconsultant services, permit fees, mileage, test pits, soil borings, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, inspection services, MPT costs, fuel and repairs for rented inspection equipment or TMAs, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

SECTION VII
NEW JERSEY TURNPIKE AUTHORITY
SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Minority and Women Business Development ("Commerce Commission") and the Department of the Treasury ("Treasury") in N.J.A.C. 12A:10A-1 et seq. 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. 17:14-5.2, the consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

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

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

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

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

SECTION VIII
EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

And N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

SECTION IX

State Contractor Political Contributions Compliance

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

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

DEFINITIONS

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

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

BREACH OF TERMS OF THE LEGISLATION

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

STATE TREASURER REVIEW

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

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

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

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

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

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

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

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

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

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

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

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the

indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.582:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

SECTION XI **Right to Audit**

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

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

SECTION XII **Source Disclosure Certification**

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

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

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

This information must be disclosed on the Vendor Source Disclosure Form – N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)) which is available on the authority's website at: <http://www.state.nj.us/turnpike/documents/vendor-disclosure-form.pdf> 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" which is available on the Authority's website at: <http://www.state.nj.us/turnpike/documents/Disclosure-of-Investment-Activities-in-Iran.pdf> 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>.