

January 14, 2019

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. P3734
DESIGN SERVICES FOR CONTRACT NO. P200.522
REHABILITATION OF CONCRETE MEDIAN BARRIER MP 129 TO MP 140**

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

Profile Code(s)	Description(s)
A250	Fully Controlled Access Highways
A257	Roadside Safety Features

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

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

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

This solicitation is for professional services required to furnish a necessary detailed inspection with the development of final design documents in connection with the replacement of roadway concrete median barrier along the Garden State Parkway Mainline from MP 129 to MP 140.

Project Description

The services to be performed consist of detailed inspections final design, and the preparation of contract documents to rehabilitate concrete median barrier along the Garden State Parkway Mainline from MP 129 to MP 140, through the Township of Woodbridge in Middlesex County; and the Townships of Clark and Cranford, the Boroughs of Kenilworth and Union in Union County. The work shall include, but not be limited to, the preparation of inspection reports, design and preparation of construction contract documents along with studies, cost estimates, and recommendations. A more

detailed description of the intent and extent of the work required is provided in the attached "Section IV - Scope of Services".

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEIO notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Daniel DeStefano via e-mail at destefano@njta.com. The subject line should read "OPS No. P3734, Secure File Sharing Site Information."

EOI Submission Requirements

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

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

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

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

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

b. Experience of the Project Manager on Similar Projects

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

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

c. Key Personnel's Qualifications and Relevant Experience

The Firm shall identify the Project 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 qualifications, and state how they relate to the Firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

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

Understanding of the Authority's Needs

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

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 they currently have 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/Technical 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 and each Key Project team member**, (a maximum total of 10) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one page.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency

having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.

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

EOIs that are incomplete may not be considered.

The required forms referenced in Items 6 through 14 above can be found on the Authority's website: www.njta.com 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 fifteen (15), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of ten (10), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are not permitted, except for the project schedule.

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

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

The aforementioned fifteen (15) page limitation shall be increased to a maximum of twenty-two (22) pages, if the Consultant must exercise option 10C above. The additional seven (7) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

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

Expressions of Interest must be submitted no later than 12:00 PM on February 12, 2019. 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.

Expressions of Interest 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, Highway Design
Daniel DeStefano, 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, Highway Design
Daniel DeStefano, Project Engineer

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Daniel DeStefano, Project Engineer, Highway Design New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to destefano@njta.com are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5395. **The deadline for inquiries is January 22, 2019.** 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 January 30, 2019.** 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

Once the EOIs have been evaluated for completeness, the Authority will create a list of Firms that shall receive the Request for Technical and Sealed Fee Proposals. ("RFP"). 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 list of Firms most highly qualified to perform the project, in accordance with N.J.A.C. 19:9-2.8(e), who will receive Requests for Technical and Sealed Fee Proposals.

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

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority*	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

Following the review of the submitted EOIs, the Authority will request Technical and Fee Proposals from at least three (3) Firms it deems the most qualified. All respondents will be notified at each stage of the EOI and RFP process, regarding their status.

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

**Order for Professional Services
(OPS)**

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 RFEOI, the EOI, the RFP as well as the selected Firms submitted Technical Proposal and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

into by prime consultant unless the subconsultant first provides proof of valid business registration.

Attached please find additional information regarding EOI, RFP and project requirements.

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF: DD:baw
Attachments

c: J. L. Williams
L. T. Malak
D. DeStefano
Review Committee
File

Supplemental Information
Regarding EOI, and Project
Requirements

Dated January 14, 2019

for

Order for Professional Services No. P3734

Design Services for Contract No. P200.522
Rehabilitation of Concrete Median Barrier, MP 129 to MP 140

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

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SECTION I
Prequalified and Eligible Consultants

AECOM Technical Services
AmerCom Corporation
Arora and Associates, P.C.
ATANE Engineers, Architects and Land Surveyors, P.C.
Atkins North America, Inc.
Boswell Engineering
Buchart-Horn, Inc.
CDM Smith Inc.
Cherry, Weber & Associates, P.C.
Dewberry Engineers Inc.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
IH Engineers, P.C.
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
KMA Consulting Engineers, Inc.
KS Engineers, P.C.
Louis Berger U.S., Inc.
Malick & Scherer, P.C.
McCormick Taylor, Inc.
Michael Baker International, Inc.
Mott MacDonald LLC
MP Engineers, P.C.
NAIK Consulting Group, P.C.
NV5, Inc.
Parsons Transportation Group, Inc.
Pennoni Associates, Inc.
Pickering, Corts & Summerson, Inc.
SJH Engineering, P.C.
Stantec Consulting Services, Inc.
STV Incorporated
T&M Associates
T.Y. Lin International
Taylor, Wiseman & Taylor
Traffic Planning and Design, Inc.
TranSystems Corporation
Urban Engineers, Inc.
WSP USA Inc.

SECTION II

Administrative and Agreement Information

Professional Corporation

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

Signatures

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

Incurring Costs

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

Addendum to EOI Solicitations

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

Acceptance and Rejection of EOIs and Proposals

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of the obligations of its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

Dissemination of Information

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

News Releases

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

Public Records

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

Section III
OPS Procurement and Project Schedule

Posted.....	January 14, 2019
Deadline for Inquiries.....	January 22, 2019
Posted Responses to Inquiries.....	January 30, 2019
Submittal of Expressions of Interest.....	February 12, 2019
Request for Technical and Sealed Fee Proposals.....	February 26, 2019
Submittal of Technical Proposals.....	March 19, 2019
Notify Consultant of Need for Presentation.....	April 3, 2019
Presentations.....	April 8, 2019
Recommendation to Award OPS.....	May 2019
Notice to Proceed.....	June 2019
Phase D Submission.....	December 31, 2019
Completion of all Construction Work.....	July 2021
Administrative Project Closeout.....	October 2021

SECTION IV
Scope of Services

A. INTRODUCTION

The work hereunder is to be known as OPS No. P3734, Rehabilitation of Concrete Median Barrier, Milepost 129 to Milepost 140, in the Township of Woodbridge in Middlesex County; and the Townships of Clark and Cranford, the Borough of Kenilworth and the Township of Union in the County of Union and is concerned with furnishing necessary inspection and engineering design services for the final design of said project. Authorization to start work on the assignment is anticipated to be given in May 2019, and all design is anticipated to be completed by December 2019.

Engineering services shall include all field and office work required for all aspects of the project as described hereunder for the design and preparation of construction contract documents for Rehabilitation of Concrete Median Barrier on the Garden State Parkway Mainline from MP 129 to MP 140 and is concerned with furnishing necessary detailed visual inspection and engineering design services for the

final design of said project. Services shall include studies, cost estimates, recommendations and preparation of final contract plans and specifications and Engineer's Estimate of construction costs. The services furnished by the Consultant shall be in strict accordance with the NJTA Design Manual, Standard Drawings, CADD Standards, Sample Design Plans, Procedures Manual, Standard Specifications – 7th Edition and the latest Standard Supplementary Specifications. Any variations shall be requested in writing. Variations by the Consultant on any previous work will not be deemed as justifying variation on this work.

The services furnished shall include but not necessarily be limited to the following items of work:

B. GENERAL

1. Work under this Agreement shall begin within ten (10) calendar days of the Consultant's receipt of written issuance of the Order for Professional Services from the Authority. A complete Phase D submission shall be made for contract P200.522 by December 31, 2019. The Consultant should anticipate for scheduling purposes an Authority review period of two (2) weeks for each phase submission. If delays beyond the control of the Consultant are encountered during design, the design schedule may be adjusted with the approval of the Chief Engineer.
2. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Supplementary Specifications, (available on the NJTA website), Standard Drawings and the Authority's Design and Procedures Manuals. **It is anticipated that the Design and Procedures Manuals will be periodically revised and/or updated. These revisions are anticipated to be incorporated into the design if issued prior to the Phase C Submission.**
3. Complete bid and contract documents including the Plans, Supplementary Specifications and Engineer's Estimate, shall be prepared for this 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, Technical Fee Proposal, any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible to make any resulting design changes without additional compensation.
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. The Consultant is completely responsible for all design documents, reports, supporting documentation, etc., that they prepare and it remains their responsibility to ensure the integrity of the design and their work.
6. Outlined herein is the scope of services required to be performed by the Consultant. The Consultant will account for all project needs in their EOI and Technical and Fee Proposals. With respect to the specifically defined activities required by the OPS, the Consultant is expected to submit a proposal based on the information presented herein, available reference material and sound professional engineering judgment and experience.

7. The Consultant shall assume a maximum of one (1) construction contract with an estimated value of \$30 Million will be required for the proposed improvements to be designed under this contract. The construction contract, P200.522, is to cover the replacement of the northbound and southbound mainline median barrier as required. The final plans and specifications for the project shall include all items of work necessary to construct the project.
8. The Consultant shall carefully review the entire project area in the field before initiation of design. The Consultant shall inspect any questionable areas on foot, in order to observe and determine soil, drainage, utility or any other relevant conditions that might affect the final design solutions. The Consultant shall also verify that all recommended traffic shifting can be safely accommodated and make certain that all required paving and safety features are properly incorporated into the contract documents to assure work zone safety is achieved for contractor and motorists. Innovative construction methods may be required in areas where standard Maintenance and Protection of Traffic (MPT) may not be feasible.
9. The Consultant shall carry out field surveys, as required, for establishing necessary horizontal and vertical control for the design and construction of the project. The horizontal datum will be the New Jersey State Plane Coordinate System of 1983, which is based on the North American Datum of 1983. The vertical datum will be the North American Vertical Datum of 1988. Control points and baselines are to be set in such a manner as to be easily re-established for construction.
10. Field work and surveys along the Parkway shall be performed in accordance with the requirements of the New Jersey Turnpike Authority's "Manual for Traffic Control in Work Zones", latest edition (Manual). Consultant shall be required to furnish, place and remove all traffic control, protective and warning devices necessary for lane and shoulder closings. Vehicles used in the placement and removal operations associated with the closing of lanes and shoulders on the Parkway shall be in accordance with the Manual. The Consultant shall also provide for traffic control on State, county and local roads (if required) in accordance with their requirements and shall obtain approval from the agency having jurisdiction. The Contractor will be issued a copy of the "Lane Closure and Construction Safety Video" at the Kick-off Meeting. The Contractor will not be permitted to engage in lane and shoulder closing operations on Authority roadways and ramps until the "Lane Closure and Construction Safety Video" has been viewed and acknowledged by all employees and Subconsultants as noted on the attendance sheet, a copy of which is found on the Authority's Web Site. The completed attendance sheet shall be submitted to the Engineer prior to the first lane closing request submission. The Consultant shall submit additional attendance sheets as necessary throughout the course of the project to account for change in personnel. Any exceptions to the specified personnel viewing the "Lane Closure and Construction Safety Video" will only be as approved by the Engineer. Lane closings will not be performed by the Authority's Maintenance Forces.
11. 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 projects. A TCC will not be required for shoulder closings installed by the Consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design assignments involving lane and half ramp closings.
12. Rental of specialized equipment needed by the Consultant to perform inspections shall be included in the fee for this contract. Any additional cost incurred due to circumstances beyond the control of the Consultant, such as down time for bad weather, will be considered Extra Work and said amounts will be

reimbursed by the Authority over and above the agreed fee for Engineering Services. The Chief Engineer shall have sole discretion in determining if circumstances, and therefore Extra Work, are beyond the control of the Consultant.

13. For all items requiring the Consultant to perform preliminary studies or to evaluate alternate designs, the Consultant shall prepare a written report to the Chief Engineer with an Executive Summary of the results to be submitted with the Phase C submission. The report shall detail the design impacts and costs associated with each alternate, and shall include the Consultant's recommendations. The Consultant shall not proceed to incorporate the results of its studies or alternate designs until written approval is received from the Chief Engineer.
14. The Consultant shall determine whether existing utilities within the project limits will require relocation due to the proposed improvements. If necessary, the Consultant shall prepare all utility orders and associated documentation as may be required for the completion of this project. Utility company performed stake outs and/or test pits, if required to determine conflicts, shall be coordinated by the Consultant. The Consultant shall comply with the State's Underground Facility Protection Act (L. 1994, c. 118) for damage prevention of buried utilities. Pursuant to N.J.S.A. 48:2-73 et seq. and N.J.A.C. 14:2-1.1 et seq., the Consultant shall call the One-Call Center at 1-800-272-1000 for utility mark-outs at least three (3) business days in advance, but no more than ten (10) business days prior to performing field stake outs and beginning test pit activities. The expense for test pits to be performed by outside contractors will be included within the agreed fee for Engineering Services. Coordination and supervision of outside contractor test pits shall be included in the contract scope of services. Test pit excavations will not be performed by the Authority's Maintenance Forces. All utility orders shall be fully executed by the Phase C submission and shall be clearly referenced in the Contract Documents.
15. Buried conduit containing fiber optic cables used by the Authority and customers of the Authority exist within the Parkway's right-of-way and may exist within the Contract limits. The Consultant shall verify the existence of such facilities crossing the Parkway or present along the median of the roadway and shall make every effort to avoid any conflicts with such facilities or impacts with the proposed construction work. All existing fiber optic conduit, cable and associated facilities crossing the Parkway or located along the median within the limits of this project shall be clearly shown on all appropriate construction contract documents.

The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable Facilities extending the length of the Garden State Parkway including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Engineer will be required to sign a Fiber Optic Cable Certification form which can be downloaded at <https://www.njta.com/doing-business/ps-supplemental-forms> 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.

C. DESIGN SERVICES FOR CONTRACT NO. P200.522

The Consultant shall be responsible for preliminary and final design services as follows:

1. Contract Documents

- Prepare a Phase B (as modified herein), Phase C and Phase D submissions of the proposed improvements in accordance with the Authorities Procedures Manual.
- The Consultant is advised that new concrete median barrier to be designed for this project shall meet or exceed MASH TL-5 F Shape Barrier forty-two (42) inches in height.
- Provisions shall be made for the relocation or replacement of existing Parkway facilities and appurtenances. Provisions shall be made in the construction contract documents for the continued operation of Parkway facilities if disruption should occur during the construction phase. Existing guide rail, drainage, signing, striping, lighting, delineation, etc., shall be maintained at all times by permanent or temporary means.
- The Consultant shall evaluate existing guide rail connections to median barrier for conformance with current design requirements within the project limits. Provisions for new guide rail connections conforming to current standards shall be included as required.
- All design, rating, analysis and quantity calculations shall be performed and checked prior to the Phase C submission. All design, rating and analysis calculations must be performed by a Professional Engineer licensed in the State of New Jersey. Quantity calculations must be checked but need not involve a Professional Engineer. Three copies of design calculations and quantity calculations shall be submitted with the final submission. If applicable, one additional set of calculations, which incorporates all revisions from changes issued by Addenda, shall be submitted within one month of the receipt of construction contract bids.
- Concrete median barrier cross sections shall be in accordance with NJTA Design Standards. All other aspects of the work shall be in accordance with the NJTA Design Manual unless otherwise specified herein.
- With the Phase C Review Submission, the Consultant shall provide detailed written descriptions of the various design elements, including explanations of the reasons for selection. Descriptions shall highlight any significant changes from the original scope of work and changes from the previous Phase Review Submission and shall include an up-to-date cost estimate for the project.
- The Consultant shall give general advice and guidance in the event design questions arise during the contract bid advertisement phase of the project. The Consultant shall perform any work

necessary to correct errors or omissions in the preparation of contract documents for the project and to prepare addenda during the contract bid advertisement phase within the agreed fee. If applicable, revised document plan sheets and specification sections incorporating revisions issued by Addenda shall be submitted in the same formats and media specified above for the original contract documents. The revised plans shall clearly denote the revisions, and shall reference the applicable addendum number and issue date. The format of revision denotations shall be in accordance with the Authority's latest CADD Standards and Procedures and acceptable to the Chief Engineer.

- The Consultant shall review the bids received at the bid opening for the project, and shall submit a recommendation regarding the award or rejection thereof. Within one (1) working day of the bid opening, the Consultant will be provided with a copy of the contractors' bid prices as tabulated by the Authority. Within three (3) working days of the bid opening, the Consultant shall review the bids and submit a letter to the Authority with a summary of their bid analysis, and a recommendation of either award of contract or rejection of bids.

2. Survey/Mapping/Data Collection

- The Consultant shall obtain and review existing data, including Record Drawings, Permit Plans, conduct field visits, etc.
- Perform detailed field surveys and develop new base mapping for the project location in accordance with the latest NJTA Procedures Manual and CADD standards. Obtain required accuracy for the preparation of contract documents.
- The Consultant, as part of this project, shall inspect and field verify actual geometric dimensions for the various concrete median barrier types for both the Northbound and Southbound Parkway Mainline.

3. Roadway and Drainage

- The Consultant shall carefully review the entire project area in the field before initiation of design. When the barrier is of the type requiring placement of fill material between, the Consultant shall develop a means of lateral support to prevent the barrier from displacing due to the weight of the compacted fill.
- The Consultant shall identify the various types of concrete median barrier as detailed in Section E, *Reference Material Available* of this RFEOI Solicitation.
- The Consultant shall field verify existing shoulder and lane widths within the project limit, plus 0.2 of a mile leading into and out of these areas.

- Where the installation of a lane shift will require traffic to ride on right shoulders and gore areas the Consultant shall evaluate the condition of the pavement, as well as the cross slope and if necessary, incorporate improvements thereto in the contract. In addition, the Consultant shall inspect and evaluate the condition of inlets and manholes along Parkway right shoulders within the limits of traffic shifts. Any drainage structure deficiencies shall be included for repair in the contract plans and performed prior to shifting traffic onto the right shoulder. Inlet frames and manhole rims found to be set more than ½ inch below existing or proposed shoulder pavement grade shall be reset. All inlets and manholes in the right shoulder and within the limits of proposed lane shifts will require construction of a reinforced concrete collar prior to the shifting of traffic. In addition, the Consultant shall devise a method of securing inlet grates and manhole lids to their frames to prevent displacement upon shifting traffic onto right shoulders.
- In areas where modification of the right shoulder cross-slope is necessary the Consultant shall also evaluate the height of existing guide rail above the proposed pavement grade and if necessary, require adjustment of height. Where modification of the right shoulder cross-slope is necessary, in the vicinity of bridge structures over the Parkway, the Consultant shall ensure that under-bridge clearance is not compromised.
- In areas where traffic will be shifted onto right shoulders the Consultant shall evaluate the available clear zone and include improvements thereto or implement temporary measures during construction where the clear zone is found to be reduced as a result of the proposed lane shift.
- The consultant shall, as part of the Phase B submission, prepare a report that addresses the condition of the Stormwater Collection System within the project limits. The report shall quantify the level of effort anticipated to return the system to a safe and serviceable condition. Inlets and man holes found to be damaged or in a state of diminished repair shall be addressed during construction of proposed concrete median barrier improvements and included in the report.

4. Permitting

- The Consultant shall prepare and obtain Soil Erosion and Sediment Control permits where required.
- The Consultant shall note that while the Authority has General Permits issued by the NJDEP to permit certain activities, these General Permits may not apply to all required activities.
- The Consultant shall prepare all applications and obtain all necessary permits for the proposed project including, but not limited to, NJDEP Transition Area Waivers, Freshwater Wetlands Permits, and General Permits; Soil Erosion and Sediment Control Permits/Plan Certification, etc. The Consultant shall ensure that the project design and contract documents comply with the requirements thereof. The Consultant is to investigate and identify the need for any other permits. The preparation of such other permit applications and any additional design required by such other

permits not listed above will not be regarded as Extra Work. Permit application fees to be paid by Consultant and will be reimbursed by Authority over and above the agreed design fee for Engineering Services.

5. Maintenance and Protection of Traffic (MPT) Design

The following items of work shall be presented by the consultant as part of the Phase B submission with further development at the Phase C and Phase D submission levels:

- The Consultant shall provide temporary drainage for the traffic control design for the proposed improvements, in accordance with the Authority's latest Standards.
- The Consultant shall develop MPT Plans to provide an adequate work zone during construction. During construction, traffic shall be diverted away from the work zone using temporary construction barrier and lane shifts (no long-term lane closures will be permitted). Plans shall be based on NJTA Design Standards. A minimum taper of 1:20 for temporary construction barrier shall be provided.
- The Consultant shall prepare preliminary traffic control plans, complete MPT specifications and appendices, a preliminary construction schedule with backup computations. Coordination with any adjacent contracts which may impact the schedule and/or staging schemes will be required. The Consultant will participate in a review meeting(s) with the Authority's Operations Department and other agencies, if required. MPT review comments shall be addressed in the Phase D submission.
- The Consultant shall develop detailed staging plans as necessitated by the project to 50 scale, with areas requiring greater detail shown at 30 scale. Procedures for the maintenance and protection of traffic during construction of the project shall be developed with a view towards achieving minimum interface with traffic and maximum economy of construction. Parkway lane closings shall be in accordance with the New Jersey Turnpike Authority's "Manual for Traffic Control in Work Areas" latest edition. Maintenance and Protection of Traffic plans shall show all signing and striping. Only one stage per drawing shall be shown. Maintenance and Protection of Traffic to conform to the current Manual on Uniform Traffic Control Devices and be in accordance with NJTA Design Manual, and State, county and local requirements as applicable. An effort should be made to uniformly apply traffic control standards throughout the limits of this project. Portable VMS shall be utilized where necessary.
- MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) AND CONSTRUCTABILITY REVIEW

MPT on the Garden State Parkway shall be designed in accordance with the Authority's Manual for Traffic Control in Work Zones. 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 be closely coordinated with the liaison Engineer and the Authority's Operations Department.

Maintenance of Traffic on routes intersecting the Garden State Parkway, area traffic congestion; and limited durations of lane closings will need to be considered in the MPT design for this OPS. MPT shall be performed by the Contractor, and shall include placing, maintaining, patrolling and removing lane and shoulder closings. Signs, sign stands and traffic cones will be supplied by the Contractor. Arrow boards, variable message signs and truck mounted attenuators (TMAs) shall be furnished, operated and maintained by the Contractor.

The contract documents shall define the availability of lane closing times, including allowable lane closing hours during the week and over weekends, starting and ending point locations for lane detours, lane closings and line striping tapers for each construction stage and work zone as deemed permissible by the Authority's Operations Department.

Following the Phase B Submission and Review, the Consultant shall prepare an 95% MPT Submission including final traffic control plans, complete MPT specifications and appendices, a construction schedule with backup computations. The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, allowable primary and supplemental lane closing hours and details and durations of the construction staging. This submission will be provided to the liaison Engineer and Operations Department for review. The Consultant will participate in a review meeting with the liaison Engineer and the Operations Department, and comments received shall be incorporated within the Phase C Submission.

Constructability Review – The Consultant shall perform a Constructability Review by qualified construction personnel and prepare a Constructability Report following the NJTA Procedures Manual Section 5.3. Preliminary constructability review assessments shall be presented at the Pre-Phase B Review Workshop. The Preliminary Constructability Review Report shall be submitted with Phase B. The Final Constructability Review Report shall be submitted with the 95% MPT Submission.

6. Post Design Services

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

7. Unanticipated Services

- As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design, which cannot be completely identified at this time. In order to fully support the Authority without undue delays, the Consultant shall make an allowance of 15% contingency of the total burdened labor fee for "Unanticipated Services" in their Fee Proposal. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

D. PROJECT ADMINISTRATION

1. The Consultant's Managing Principal and the Consultant's Project Manager assigned to this project shall possess a valid New Jersey Professional Engineers license.

These individuals shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The Consultant shall also present to the Authority, for approval, appropriate personnel to be assigned for the position vacated.

2. Progress Reports and Spending Plans – The Consultant will be responsible to prepare and submit monthly progress reports and a financial spending plan for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. The Consultant shall include all out of scope services required and/or performed, and the status of Authority's approval or rejection. Reports must be submitted on a monthly basis and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.
3. Status Meetings – It is anticipated that the Consultant will be required to conduct monthly project status meetings throughout the duration of the project. These meetings are expected to occur at the Authority's Headquarters Building. The Consultant shall prepare Minutes for all Meetings within 5 business days, and shall submit the Minutes for review and approval.
4. Invoicing Requirements – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. T3734. Invoices will not be processed before the progress report for that month's activities have been submitted.

Invoices and progress reports are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project during design and post-design, which will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.

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

The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.

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

5. The Consultant shall coordinate project design with the following adjacent projects under design or construction, including all necessary coordination meetings with other owners and/or Consultant's doing design and/or construction in the area:
 - Contract No. P200.297: Bridge Deck Reconstruction, Milepost 121 to 131
 - Contract No. P100.338: Bridge Deck and Parapet Reconstruction, Milepost 140 to 143
 - Contract No. P100.409: Bridge Repairs and Resurfacing, Milepost 126 to 172 (2018)
 - Contract No. P100.413: Bridge Repairs and Resurfacing, Milepost 126 to 172 (2019)
 - Contract No. P200.478: Roadway Resurfacing, Milepost 0 to 172 (2018)

6. The Authority does not guarantee the accuracy of any as-built drawings made available to the Consultant for the project area. The Consultant shall verify actual field conditions as they pertain to design requirements. Upon request the Authority may also make available to the Consultant drawings of typical road, bridge and other details that may be useful in preparation of final contract documents; nevertheless, actual design of such features shall be the responsibility of the Consultant.

7. The Consultant shall retain legal responsibility for all design work, which shall, in general, follow the latest standards and practices of the New Jersey Turnpike Authority. The Consultant may recommend modifications of design standards which shall be submitted for approval at the Phase B Submission.

8. The Consultant shall establish and maintain a Quality Assurance Plan, approved by the Authority that sets forth both the Consultant's policy for quality control and procedures for implementing that policy during the performance of work on the project. All work performed by the Consultant shall be in conformity with the Quality Assurance Plan approved by the Authority. Approval of the Quality Assurance Plan, by the Authority, does not relieve the Consultant of any liability for any deficiency or error in the work performed by the Consultant. The Authority, by approving the Plan, does not accept any liability for any deficiency or error in the work performed by the Consultant.

9. Compliance by the Consultant with the requirements of Executive Order Nos. 172 (public hearings) to the extent deemed necessary or desirable by the Chief Engineer, will not be regarded as Extra Work.

E. REFERENCE MATERIALS AVAILABLE

- State of New Jersey Highway Department Route 4 Parkway Sections 1H, 2K, 3A, 4L, 5H, 6N, 7J, 8H and 9P from King Georges Post Road to the Line between the Borough of Kenilworth and the Township of Union
- New Jersey Highway Authority Garden State Parkway plans for Phase I Improvements between Milepost 129.7 and 137.7
- New Jersey Highway Authority Garden State Parkway plans for Phase I Improvements between Milepost 137.7 to 141.5
- New Jersey Turnpike Authority Garden State Parkway Contract No. P200.214 Rehabilitation of concrete Median Barrier Milepost 141 to 150

SECTION V
Staffing Estimate

Order for Professional Services No. P3734
 Design Services for Contract No. P200.522
 Rehabilitation of Concrete Median Barrier, Milepost 129 to 140

Hours/Tasks							
Classification (ASCE-Grade)	Management	Survey/Mapping Data Collection	Permitting	Roadway Drainage/ MPT Design	Contract Documents	Post Design Services	Total Hours
Project Manager (VII)							
Project Engineer (VI)							
Senior Engineer (V)							
Engineer (IV)							
Junior Engineer (II, III)							
Associate Engineer (I, ET3)							
Technicians (ET5, ET4)							
Technicians (ET2, ET1)							
Clerical							
Total Hours							

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

SECTION VI **Compensation Basis**

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

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

The Sealed Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.8}, 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 for direct salaries times a multiplier not to exceed 2.8. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation or Final Negotiated Fee Proposal. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

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

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

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

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

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

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

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

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

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

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

SECTION VII
NEW JERSEY TURNPIKE AUTHORITY
SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as a SBE, or (2) demonstration of a good faith effort, to meet the goal of awarding at least twenty-five (25%) percent of the total value of the OPS to. During the RFP portion of this procurement, as part of the fee negotiation process, Firms must submit proof of their subconsultants' SBE registration(s). In the event that a Firm cannot comply with the goal set forth above, prior to the time of the award, the Firm must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

DEFINITIONS

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general

partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the OPS for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate 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/Executive Order 117 and P.L., 2005, c. 271 forms. The **combined** Chapter 51/Executive Order 117 form and the Chapter 271 form are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm>.

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

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

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

SECTION XI
Right to Audit

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

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

SECTION XII
Source Disclosure Certification

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

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

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

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

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

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

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

SECTION XIV **Antidiscrimination Provisions**

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

Section XVI
ADA Indemnification

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

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

Section XVII
Diane B. Allen Equal Pay Act

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