

March 15, 2019

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. P3737
DESIGN SERVICES FOR CONTRACT NO. P200.524
GUIDE RAIL IMPROVEMENTS, MILEPOST 0 TO 172**

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

Profile Code(s)	Description(s)
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 for a field assessment and comprehensive preliminary and final design engineering services for guide rail improvements along the Garden State Parkway.

Project Description

The New Jersey Turnpike Authority (Authority) maintains nearly 356 miles of weathering steel guide rail along the Garden State Parkway (GSP). The Federal Highway Administration (FHWA) has recommended that when weathering steel guide rail is utilized for aesthetics, the agency should adopt a frequent periodic inspection and replacement schedule due to its tendency to develop extensive section loss. The Authority has inventoried the GSP guide rail for inclusion in its enterprise Geographic Information System (eGIS). As part of this inventory, a cursory visual assessment was conducted of existing guide rail conditions. The cursory assessment observed that up to 2.0 percent (38,000 LF) of existing guide rail appeared to require Category A (Immediate Repair) or Category B (Contract Repair) repairs.

The anticipated work for OPS P3737 includes a field assessment to identify existing GSP guide rail conditions excluding any guide rail constructed as part of the Authority's recent 10-year Capital Improvement Program, development of a prioritized list of Category A (Immediate Repair) and Category B (Contract Repairs) improvements based on the field assessment and comprehensive preliminary and final design engineering services for the priority improvements. The specific services for this solicitation can be found in scope of work of Section IV "Scope of Services" attached herewith.

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Maynard Abuan via e-mail at mabuan@njta.com. The subject line should read "OPS No. P3737, Secure File Sharing Site Information."

EOI Submission Requirements

To be considered for these services, qualified Firms or prequalified Joint Ventures need to submit 6 copies of their EOI, including one EOI provided in PDF format delivered on a flash drive 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 RFEI 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 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 8) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one (1) 11"x17" page.

One 8.5"x11" sheet is required, in which the Firm shall provide a detailed explanation of the project delivery in the allotted time frame presented in Section III. This additional sheet may include both written and/or visual explanations to demonstrate the OPS P3737 specific delivery of the final design and how the various aspects of the assignment will be managed.

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 thirteen (13), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of eight (8), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. A foldout sheet will be permitted for the Project Schedule only.

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

- Organization Chart
- Detailed Estimate of Man/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 thirteen (13) page limitation shall be increased to a maximum of eighteen (18) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

Expressions of Interest must be submitted no later than 10:00 AM on April 8, 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.

EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

**New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Highway Design
Maynard Abuan, P.E., Senior Project Engineer**

EOIs 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
Maynard Abuan, P.E., Senior Project Engineer**

Inquiries

Inquiries pertaining to this RFEI are to be directed in writing to Maynard Abuan, P.E., Senior Project Engineer, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to mabuan@njta.com are acceptable. The subject line should read "OPS No. P3737, RFEI Inquiry." Inquiries by FAX are also acceptable. The Fax number is (732) 750-5395. **The deadline for inquiries is March 28, 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 April 1, 2019.** Consultants will be responsible for submitting their EOs in accordance with the RFEI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

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

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
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 EOs, the Authority will request Fee Proposals from Firms it deems the most qualified and will commence negotiations with such technically qualified Firms in the order ranked. All respondents will be notified at the completion of the review process regarding their status.

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested, from the intended Awardee(s) only. This will include the combined CH. 51/Executive Order 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), 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, as well as the selected Firm's 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: MAA: baw
Attachments

c: J. L. Williams
L. T. Malak
M. A. Abuan
Review Committee
File

Supplemental Information

Regarding EOI and Project Requirements

Dated March 15, 2019

for

Order for Professional Services No. P3737

**Design Services for Contract No. P200.524
Guide Rail Improvements, Milepost 0 to 172**

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.
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.
T&M Associates
T.Y. Lin International
Taylor, Wiseman & Taylor
Tectonic Engineering & Surveying Consultants P.C.
Traffic Planning and Design, Inc.
TranSystems Corporation
Urban Engineers, Inc.
Van Cleef Engineering Associates, LLC
WSP USA Inc.
Yu & Associates, 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	March 15, 2019
Deadline for Inquiries	March 28, 2019
Posted Responses to Inquiries	April 1, 2019
Submittal of Expressions of Interest	April 8, 2019
Request for Sealed Fee Proposals	April 25, 2019
Recommendation to Award OPS	May 21, 2019
Notice to Proceed	July 2019
Phase D Submission	April 17, 2020
Administration Project Closeout	December 2021

SECTION IV
Scope of Services

A. PROJECT OVERVIEW

The New Jersey Turnpike Authority (Authority) maintains nearly 356 miles of weathering steel guide rail along the Garden State Parkway (GSP). The Federal Highway Administration (FHWA) has recommended that when weathering steel guide rail is utilized for aesthetics, the agency should adopt a frequent periodic inspection and replacement schedule due to its tendency to develop extensive section loss. The Authority has inventoried the GSP guide rail for inclusion in its enterprise Geographic Information System (eGIS). As part of this inventory, a cursory visual assessment was conducted of existing guide rail conditions. The cursory assessment observed that up to 2.0 percent (38,000 LF) of existing guide rail appeared to require Category A (Immediate Repair) or Category B (Contract Repair) repairs, further defined in section C.2.c.

This RFEOI solicitation is to procure professional services required for a field assessment (excluding any guide rail constructed as part of the Authority's recent 10-year Capital Improvement Program) and comprehensive preliminary and final design engineering services for guide rail improvements along the GSP.

B. GENERAL SERVICES

The following list identifies some of the services required for this assignment; and is not intended to specify all requirements or to be all inclusive:

- Coordinate with the Authority
- Prepare and update design schedules and status spreadsheets

- Prepare final contract documents including construction cost estimates and supplementary specifications
 - Prepare Utility Orders and Utility Work Orders for utilities, if required
1. All services provided by the Consultant shall be performed in accordance with the current versions of the Authority's Design Manual, Standard Drawings, Sample Design Plans, CADD Standards, Standard Specifications 7th Edition, and the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority and are also available on the Authority's website.

It should be noted that the Authority is reviewing its current Standard Drawings for guide rail and anticipates changes to comply with the 2016 Edition of the Manual for Assessing Safety Hardware (MASH 2016). Until revised Standard Drawings for guide rail are issued, the Consultant may be directed to utilize New Jersey Department of Transportation (NJDOT) Standard Construction Details.

Additionally, the Authority is researching alternatives to weathering steel guide rail on the GSP. Natina Steel Solution has been identified as a possible alternative to weathering steel. A supplementary specification for this treatment shall be developed by the Consultant as a part of this OPS.

2. The Consultant shall be responsible for the thorough understanding of the project requirements, including all applicable codes, environmental permits, and regulations for all aspects of this project.
3. The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEOI and subsequent Request for Fee Proposals, the terms "Consultant" and/or "Firms" which are used throughout these documents shall not only mean the Engineering Firm, but also Joint Ventures and/or sub-consultants retained by the Engineering Firm for this assignment.
4. It will be the Consultant's responsibility to bring to the attention of the Authority during the RFEOI process, or at the time during the submission of the EOI or the Fee Proposals, any errors, omissions or non-compliance discovered in the RFEOI. By neglecting to do so, the Consultant will be responsible to make any resulting 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. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

Prior to all phase reviews the Consultant will perform a QA/QC review of the submission, submit one (1) complete set to the Authority's Design Liaison for advanced review and authorization to submit the phase review materials.

The Consultant will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedures Manual. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.

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

C. SPECIFIC SERVICES

The Consultant is responsible for undertaking any and all activities required to prepare contract documents and all ancillary activities to effectuate the design process. As such, it is anticipated that the Consultant will be required to perform, at a minimum, the services outlined below. It is, however, expressly stated that the Consultant is responsible to account for any and all work activities, whether identified below or not, necessary for the total performance of this assignment. The Consultant shall account for all work activities required for this project and shall identify any additional services that will be required for the total performance of this assignment.

1. MAPPING

The Authority will provide basemapping of the GSP prepared from recent photogrammetry at the commencement of this assignment at no cost to the Consultant. A digital terrain model (DTM) is **not** available. The basemapping will provide edges of shoulder (pavement), edge of traveled way (solid painted line), lane lines and median barrier (if present).

In addition, mileposts, guide rail start and end treatment attributes and guide rail segments between the start and end points will be provided in GIS format for the Consultant to merge into the basemapping.

2. FIELD ASSESSMENT, PRIORITIZED REPAIR RECOMMENDATIONS MATRIX AND SUMMARY REPORT

- a. DESKTOP ANALYSIS – A desktop investigation of existing as-built construction contract data shall be performed by the Consultant to establish the approximate in-service life of existing guide rail locations along the GSP. This information will be used to help prioritize and segment the GSP for the field assessment in section C.2.b.
- b. FIELD ASSESSMENT –
 - i. Perform a visual assessment and evaluation of existing guide rail and end terminals of the overall condition. The assessment and evaluation of existing guide rail end terminals shall

also identify if grading within the terminal length and approach to the end terminal (roadside recovery area) conforms to NJTA Standard Drawing GR-6. Additionally, any obstructions within the associated roadside recovery area for the end terminals shall be identified and documented. Extensive photographs shall be taken to document conditions and substantiate findings of the generally good condition and/or each identified repair need.

In addition to excluding any guide rail constructed as part of the Authority's recent 10-year Capital Improvement Program, guide rail on bridge structures and bridge parapet connections/attachments are also excluded from this assessment.

Non-destructive testing may be required to help determine remaining service life of the guide rail. It is anticipated that samples of existing guide rail at set intervals may need to be obtained for testing. Consultant's fee proposal shall include a direct expense of \$100,000 account for the testing.

- ii. To meet the schedule, the Consultants shall utilize multiple Assessment Teams to simultaneously conduct guide rail assessments. It is anticipated that three (3) Assessment Teams will likely be required. **The Consultant shall identify the number of Assessment Teams, as well as the specific team leaders and inspectors per Team, within their EOI Submission. Resumes for the team leaders and inspectors (this accounts for six of the maximum eight resumes) shall be provided.** To ensure a consistent approach, the Consultant shall meet with the Authority's Liaison Engineer to discuss the approach and provide samples of Assessment checklists, field note sheets, etc. before the assessments commence.

- c. **AUTHORITY DEFICIENCY CATEGORY DEFINITIONS (GUIDE RAIL)** – For the convenience of the Authority in utilizing the information contained in the Prioritized Repair Recommendations Matrix, and to help in planning for future maintenance endeavors and design improvement considerations, the deficiencies and conditions noted in the report shall be identified within one of the following Authority stipulated repair categories (for Guide Rail).
 - i. *Category A (Immediate Repair)* – Guide rail is damaged to the extent that it no longer provides a safety measure and warrants immediate repair.
 - ii. *Category B (Contract Repair)* – Guide rail has visual defects that may impact the functionality to deflect an errant vehicle back onto the roadway. Visual cues may include evidence of a vehicle strike (substantial rail deformation or bent posts), erosion or rutting between the roadway and guide rail, substandard heights, berm grading between the edge of pavement and the face of rail steeper than 10H:1V.
 - iii. *Category C (Maintenance)* – Conditions noted in close proximity to the guide rail which could impact functionality of the guide rail; these observations predominately include washouts and signs of erosion that if left unabated could decrease the effectiveness of the guide rail.

- iv. *Category D (Monitor)* – Guide rail visually does not have the characteristics described in Categories A, B, or C however a portion of the guide rail is suspect and may warrant additional investigation or future observation.
- d. PRIORITIZED REPAIR RECOMMENDATIONS MATRIX AND SUMMARY REPORT – The Consultant shall identify guide rail with element deficiency ratings of Category A and B, and shall prepare a Matrix summarizing element deficiencies, recommended repairs, and cost estimates for identified guide rail locations. Cost estimate backup shall include documentation for each item (quantity, unit price, etc.), with lump sum amounts avoided whenever possible. **The Consultant shall develop a ranking system and prioritize guide rail locations according to repair needs. The Consultant shall identify either full or partial replacement of guide rail lengths and end treatments depending on the overall length and condition of the existing guide rail. For partial replacements, transitions between MASH 2016 guide rail and existing guide rail shall use NJDOT Standard Construction Details.** The Consultant shall prepare a Summary Report summarizing the field assessment methodology and recommendations. The Consultant shall coordinate with the Authority's Liaison to discuss the ranking system developed and format prior to developing and submitting the Matrix and Summary Report.
- e. CONSTRUCTION FUNDING - The total projected construction budget for guide rail improvements under Contract No. P200.524 is approximately \$8.0 million. The Prioritized Repair Recommendations Matrix and Summary Report will be used to identify what can be constructed within this budget.

3. MAINTENANCE AND PROTECTION OF TRAFFIC AND CONSTRUCTABILITY REVIEW

Maintenance and Protection of Traffic (MPT) on the GSP 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 location, as required, 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 Authority's Operations Department.

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. Coordination with any adjacent Contracts which may impact the schedule and/or staging schemes will be required. This submission will be provided to the Operations Department for review. The Consultant will participate in a review meeting with the Operations Department and comments received shall be incorporated within the Phase C Submission.

The Consultant shall adhere to the Authority's Online Lane Closing Program requirements when requesting lane and/or shoulder closures for work within the Authority's ROW, including field investigations and inspections. All requests, coordination, and communication shall be conducted through this system, including notification of Authority approvals and denials.

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.

4. UTILITY ENGINEERING

The Consultant shall identify existing utilities within the proposed project area. The existing utilities shall be evaluated for potential conflicts with the proposed design. The Consultant shall negotiate utility company engineering fees necessary to initiate design by utility companies and assist in the preparation and execution of an Authority issued Utility Order for utility company engineering design. Utility company engineering fees shall be incorporated into the Utility Order. The Consultant is not required to execute a Utility Engineering Authorization Order with the utility company to initiate design engineering. If utility relocations are required, preliminary relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders (or supplements to Utility Orders) for utility relocation work. Every effort should be made for utility relocation work to be performed prior to the award of the construction contract work. Similarly, every effort should be made for all contract dependent utility relocation work to be incorporated into and made part of the contracted work.

The Consultant shall be responsible to provide for and make arrangements to undertake any and all activities necessary for test pits to verify the location of major utilities that may be impacted by the design. All costs, including test pits, site inspection, maintenance and protection of traffic, etc., associated with this work shall be included in the Consultant's fee proposal as a direct expense.

5. CONSTRUCTION CONTRACT DOCUMENTS

The Final Design of this project and the preparation of contract plans, specifications and estimates required for this project shall be in accordance with the latest edition of the Authority's Design Manual with amendments, and the 2016 NJTA Standard Specifications, 7th Edition, and the latest revisions within the Authority's Standard Supplementary Specifications. Improvements on roadways under the jurisdiction of other agencies shall conform to the standards of the respective agency.

6. eGIS DELIVERABLE

The Authority utilizes an eGIS platform which contains information for its key assets. Consultant shall include an eGIS deliverable with their Phase D Submission. The Authority has the majority of the GSP

guide rail inventoried in their eGIS database. The GSP guiderail inventory was created in 2017 and contains start and end treatment attributes. The selected consultant will be updating this GIS layer as part of this OPS by filling in descriptive attributes of the guide rail improvements and providing updated line geometries in the schema provided by the Authority. This will include creating/updating eGIS layers and/or providing georeferenced data in Excel spreadsheets, with pertinent information from the proposed design (guide rail transitions from new MASH 2016 guide rail to existing guide rail, locations of new replacement guide rail, etc.). Technical guidance and requirements for updating the GIS layer will be provided to the Consultant by the Authority's GIS Manager and Engineering Department at the commencement of this assignment.

7. PROJECT DELIVERABLES

The submission of contract plans, specifications and estimates shall be in accordance with the current version of the Authority's Procedures Manual, unless noted otherwise herein.

Deliverables for items such as right-of-way documents, Agreements and Utility Orders, if required, will likely follow the schedule outlined in the Authority's Design Manual, unless noted otherwise herein. All of these items are to be fully negotiated and fully executed prior to advertisement.

All printing of contract bid documents will be performed by the Authority.

Phase review documents, as outlined in the Authority's Procedures Manual, and approved by the Authority's Design Liaison, shall be prepared by the Consultant. All reports and submissions shall be bound. All Phase deliverables will be provided to the Authority, at no additional cost, in electronic PDF format. Submission Distribution Matrices for each Phase Submission, including number of hard and electronic copies, will be prepared and submitted to the Authority's Design Liaison for approval prior to any printing. Additional sets may be requested if deemed necessary to review specific design elements. The submission requirements will be reviewed by the Authority prior to submittal. The final submission shall follow the Phase "D" submission requirements found in the Authority Design Manual. Included with this submission, the Consultant shall provide to the Authority, at no additional cost, the electronic file(s) of the procurement documents.

All Phase submission reviews will culminate with a Comment Resolution Document (CRD) that will approve completion of that Phase and authorize work to proceed. The Consultant may need to advance portions of the design prior to receiving full comment resolution concurrence. If the Consultant chooses to proceed in this manner, they shall notify the Authority's Design Liaison accordingly and obtain concurrence prior to proceeding on the work. If notification is not provided and concurrence is not received, then the Consultant is proceeding at their own risk and any rework shall be at no cost to the Authority. The Consultant is advised to take a conservative approach as is possible, and to advance work which has a low risk of modification/revision.

Review comments from the Authority, and/or other Agencies, will be provided to the Consultant for compilation and response. It is anticipated that the Comment Resolution Document shall be in excel spreadsheet format for electronic comments received. For any provided hard copy markups, the Consultant shall follow the NJTA Procedures Manual for appropriate comment response formats.

8. POST DESIGN SERVICES

The Consultant shall analyze the bids and recommend that the low bid be accepted or rejected by the Authority. 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 lead and 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. Attendance at the pre-construction meeting will also be required. Construction supervision services are not included as part of this assignment.

9. 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 **10%** contingency of the 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.

10. PROJECT ADMINISTRATION

- a. **Project Coordination** – The Consultant shall coordinate its activities with Authority personnel throughout the course of this project. Early on, the Consultant shall establish a means of coordinating and reporting its activities with the Authority's Design Liaison to ensure an expeditious exchange of information. The Consultant shall prepare an agenda for the meeting and conduct the proceedings. The agenda shall be submitted to the Authority's Design Liaison three (3) days in advance of the meeting. In addition, the Consultant shall prepare the draft meeting minutes for Authority review before they are issued. The Authority shall be informed of all meetings with other agencies, government officials and/or groups so that Authority personnel can attend if necessary.

Throughout the duration of the project, the Consultant shall maintain a document control system recording the disposition of all documents associated with the project.

The Consultant shall work in harmony with any and all entities that have been and may be retained by the Authority for this project.

The Consultant is responsible to the Authority for the work of its subconsultants. As such, it is expected that the Consultant shall perform Quality Reviews of its Subconsultant's work prior to providing copies/submittals to the Authority. If extensive errors/omissions are found during reviews, the work shall be rejected, and shall be revised and resubmitted at no additional cost to the Authority.

The Consultant may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary to effectuate the completion of work items. The Consultant will give adequate notification of all

meetings to the Authority through the Authority's Design Liaison. High level meetings will be attended by the Authority as required. Other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Consultant. The Consultant will prepare, in a timely manner, all memoranda of meetings attended with copies to the Authority, and others as appropriate. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.

- b. **Project Design Schedule** – The Consultant shall prepare a detailed project schedule using Microsoft Project software, or equivalent, for activities to be completed. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. **The Schedule submitted for this EOI shall include this required information.**

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

It is expected that the Project Manager will actively manage the project, and will lead/participate in all project related meetings. The Project Manager will serve as the primary point of contact for the team, and make himself or herself available for project related matters.

- d. **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 the Authority's approval or rejection. Reports must be submitted to the Authority 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.

- e. **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 Engineering Department offices. The Consultant shall lead the status meetings. Other meetings may be scheduled based on project needs.

- f. **Invoicing Requirements** – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. P3737. 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, 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.

D. REFERENCE MATERIAL

The following reference material is available electronically for download at the Authority's Secure File Sharing site:

1. Geodatabase with guide rail segments with fields populated for start treatments and end treatments

SECTION V
Staffing Estimate

OPS No. P3737
 Design Services for Contract No. P200.524
 Guide Rail Improvements, Milepost 0 to 172

Hours/Tasks									
Classification (ASCE-Grade)	Project Management/ Coordination	Mapping	Field Assessment	Prioritized Repair Recommendations Matrix and Summary Report	Final Design	Utilities	Post Design Services	Other Tasks	Total Hours
Project Manager ()									
Senior Engineer ()									
Engineer ()									
Junior Engineer ()									
Survey (3-man crew)									
Other-Specify ()									
Other-Specify ()									
Total Hours									

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

SECTION VI **Compensation Basis**

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

Following a review of submitted Expressions of Interest, the Authority will request 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 10% contingency of the burdened labor fee for "If and Where Directed Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, vendor invoiced printing of 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 advance by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

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

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

SECTION VII
NEW JERSEY TURNPIKE AUTHORITY
SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use 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 or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate

for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

STATE TREASURER REVIEW

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

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

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

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

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

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

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the

regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);

- In the case of a sole proprietorship: the proprietor; and
 - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
 - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

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

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

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

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

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

SECTION XI
Right to Audit

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

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

SECTION XII
Source Disclosure Certification

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

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

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

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

SECTION XIII
Disclosure of Investment Activities in Iran

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

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

SECTION XIV
Antidiscrimination Provisions

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

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

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

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

- (a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, Firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- (b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- (c) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having

any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, Firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

Section XVI **ADA Indemnification**

The Consultant and the Authority do hereby further agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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>