

August 9, 2019

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3736
DESIGN SERVICES FOR CONTRACT NO. T100.523
REHABILITATION OF NEW JERSEY TURNPIKE PASSAIC AND RARITAN RIVER BRIDGES
STRUCTURE NOS. W107.87, E107.88 AND 84.24**

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

Profile Code	Description
A092	Bridges: Miscellaneous Repairs

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

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

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

This solicitation is for professional services required for final design of Contract No. T100.523, which will provide for steel superstructure repairs of the following three New Jersey Turnpike major bridges.

Structure No. W107.87 – Laderman Memorial Passaic River Bridge
Structure No. E107.88 – Chaplain Washington Memorial Passaic River Bridge
Structure No. 84.24 – Basilone Memorial Raritan River Bridge

Structure Nos. W107.87 and E107.88 span the Passaic River in the City of Newark, Essex County and the Town of Kearny, Hudson County. Structure No. 84.24 spans the Raritan River in the City of New Brunswick and Edison Township, Middlesex County.

The primary objective of Contract No. T100.523 is to repair fatigue damage and corrosion, and to strengthen low rating superstructure steel members, on Structure No. 84.24. A secondary objective of Contract No. T100.523 is to perform fatigue and conventional steel repairs on Structure Nos. W107.87 and E107.88 as a continuation of ongoing Contract No. T100.436, and to perform inspection access repairs and upgrades on all three structures.

The most recent biennial inspection reports and/or repair contracts for all three bridges shall serve as the basis for establishing the scope of work for Contract No. T100.523. The preliminary cost estimate for the scope of work is expected to exceed the allotted construction budget. The Consultant shall prioritize all repairs for Structure Nos. W107.87, E107.88 and 84.24 to remain within the current construction budget of \$20 Million.

As part of the Phase A design submission, the Consultant shall submit an inventory of all areas of work which are deemed warranted for repair. From this inventory, the Consultant shall offer recommendations to address the highest priority repairs on each bridge while remaining within the construction budget. These recommendations shall be supported by narrative in the Phase A report which substantiates the rationale for excluding or including each repair type in the inventory of warranted repairs.

Project Background Materials

- 2017 Biennial Bridge Inspection Report for Structure No. W107.87 (April 2017)
- 2018 Biennial Bridge Inspection Report for Structure No. E107.88 (June 2018)
- 2018 Biennial Bridge Inspection Report for Structure No. 84.24 (April 2018)
- Phase A Design Report for Contract No. T100.436 (February 2018)
- Constructability Reports for Contract No. T100.436 (November 2018)
- Final Design Plans for Contract No. T100.436 (November 2018)
- Final Design Plans for Contract No. A100.196, Work Order S2 (July 2017 and January 2018)

Project background materials 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 Jean H. Laird, P.E. via e-mail at laird@njta.com. The subject line should read "OPS No. T3736, Secure File Sharing Site Information."

Staff Qualifications

The Consultant shall possess thorough knowledge and understanding of current structural design codes, standards, and industry practices associated with complex bridge analysis, load rating and design using structural modeling software, and fatigue investigations. Key project personnel shall have relevant training and experience demonstrating their expertise in the following.

- Fatigue analysis, structural retrofit design, and Load and Resistance Factor Rating (LRFR) load ratings of complex bridges.
- Preparation of construction contracts of this nature for major bridges carrying similar high volume expressway facilities, including maintenance and protection of traffic requirements and procedures.
- Knowledge of contractor's employment of equipment and manpower, together with production rates for scheduling the various repair operations.

- Construction engineering for establishing accurate cost data based on current construction techniques, scheduling and economic factors.
- The Project Engineer responsible for preparation of contract documents shall meet the following minimum qualification criteria: (1) 10 years of full time experience, acceptable to the Authority, involved in bridge rehabilitation projects, of which 5 years shall have been spent full time in the capacity of Project Engineer; and (2) registered as a Licensed Professional Engineer in the State of New Jersey.
- The Load Rating Team, made up of the Load Rating Engineer (LRE) and Load Rating Reviewer (LRR), shall meet the qualification criteria outlined in the current edition of the Authority's Load Rating Manual.

EOI Submission Requirements

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

1. **Letter of Interest** not exceeding seven (7) single-sided, letter-sized pages with minimum 1-inch borders and minimum font (Arial) size of 10 pt. and 1.0 line spacing, stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

Provide information on the firm and its subconsultants' experience on similar projects.

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

b. Experience of the Project Manager on Similar Projects

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

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

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

The firm shall identify the Project Engineer and/or other key personnel that will be assigned to the project and their role and responsibilities specific to the assignment. Information concerning their education, credentials and work experience should be provided along with contact/reference information. The firm

shall discuss the individuals proposed for the assignment and identify how their education, credentials and work experience are applicable to their role on the assignment.

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

e. Approach to the Project

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

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

An affirmation of the firm's commitment and ability to complete the proposed work as well as any outstanding work the firm currently has with the Authority. The firm shall provide an explanation of the anticipated project schedule and demonstrate that the firm can commit the required staff resources and management to perform the assignment. A listing of the firm's facilities, including the address of the

office where the project will be performed, and how they relate to the firm's ability to provide the requested services shall be provided.

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

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

g. Commitment to Quality Management

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

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

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Minority and Women Business Development/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 **Organization 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 7), 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 shall be one page (11x17 fold-out is acceptable).
6. A completed **Recent Authority Project Experience Form** 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 subconsultant.

7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation Form** for review by the Authority's legal counsel. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e. Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff Form** stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability Form** which 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** stating the firm's intention to use SBE Certified firms as subconsultants.
12. A completed **Disclosure of Investment Activities in Iran Form**.
13. A completed **Vendor Source Disclosure Form**.
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.

EOIs that are incomplete may not be considered.

The required forms referenced in Items 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 at: http://www.state.nj.us/turnpike/documents/code_of_ethics.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 fourteen (14), single-sided, letter-sized pages, comprised of the following: **Letter of Interest**, not exceed seven (7) pages, **Resumes**, a maximum of seven (7), 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.

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

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

The aforementioned fourteen (14) page limitation shall be increased to a maximum of nineteen (19) 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 Organization Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organization 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 10c. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required.

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

Expressions of Interest must be submitted no later than **12:00 PM on August 29, 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, Structures Design
Jean H. Laird, P.E., Senior Project Engineer**

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

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

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Jean H. Laird, P.E., Senior Project Engineer, Structures Design, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Email inquiries to laird@njta.com are acceptable. Inquiries by Fax are also acceptable. The Fax number is (732) 750-5393. **The deadline for inquiries is August 15, 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 **August 16, 2019.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

Once the EOIs have been evaluated for completeness, the Authority will create a list of firms that shall receive the Request for Technical and Sealed Fee Proposals. ("RFP"). A Review Committee will evaluate the technical qualifications and experience of each firm and its project team, and will rank the firms. The evaluation and ranking of the EOIs will serve as a method by which to create a list of firms most highly qualified to perform the project, in accordance with N.J.A.C. 19:9-2.8(e), who will receive Requests for Technical and Sealed Fee Proposals.

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

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	10	30
Project Engineer and Key Personnel's Qualifications and Relevant Experience	20	60
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment & Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/EO 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), 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, EOI and RFP, as well as the selected firm's submitted Technical Proposal and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

Attached please find additional information regarding EOI and project requirements.

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF/JHL/ms

Attachments

c: J. L. Williams, P.E.
W. Wilson, P.E.
J. H. Laird, P.E.
Review Committee
File

Supplemental Information

Regarding EOI and Project Requirements

Dated August 9, 2019

for

Order for Professional Services No. T3736

**Design Services for Contract No. T100.523
Rehabilitation of New Jersey Turnpike Passaic and Raritan River Bridges
Structure Nos. W107.87, E107.88 and 84.24**

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SECTION I
Prequalified and Eligible Consultants

Advantage Engineering Associates, P.C.
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.
CHA Consulting, Inc.
Cherry, Weber & Associates, P.C.
Churchill Consulting Engineers, PC
D&B Engineers and Architects, PC
Dewberry Engineers Inc.
French & Parrello Associates, P.A.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
HDR Engineering, Inc.
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.
LiRo Engineers, Inc.
Louis Berger U.S., Inc.
LS Engineering Associates Corporation
Malick & Scherer, P.C.
McCormick Taylor, Inc.
Michael Baker International, Inc.
Mott MacDonald LLC
MP Engineers, P.C.
NAIK Consulting Group, P.C.
Paulus, Sokolowski & Sartor, LLC.
Pennonni Associates, Inc.
Pickering, Corts & Summerson, Inc.
PKB Engineering Corporation
Remington & Vernick Engineers
SJH Engineering, P.C.
Stantec Consulting Services, Inc.
STV Incorporated
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.

SECTION II

Administrative and Agreement Information

Professional Corporation

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

Signatures

Expressions of Interest, Technical Proposals and Fee Proposals must be signed by an officer of the firm authorized to make a binding commitment.

Incurring Costs

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

Addendum to EOI Solicitations

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

OPS PROCUREMENT SCHEDULE

Posted	August 9, 2019
Deadline for Inquiries	August 15, 2019
Posted Responses to Inquiries	August 16, 2019
Submittal of Expressions of Interest	August 29, 2019
Request for Technical and Sealed Fee Proposals	September 16, 2019
Submittal of Technical and Sealed Fee Proposals	October 4, 2019
Notify Consultant of Need for Presentation (Approx.)	October 21, 2019
Presentation (If Requested)	October 23, 2019
Recommendation to Issue OPS	November 19, 2019

DESIGN SCHEDULE

Notice to Proceed	December 17, 2019
Work Plan Submission	January 14, 2020
Phase A Submission	April 7, 2020
Phase A Review Meeting	April 28, 2020
Phase B & MPT Submission	June 23, 2020
Phase B & MPT Review Meeting	July 21, 2020
Phase C Submission	November 10, 2020
Phase C Review Meeting	December 1, 2020
Phase D Final Contract Documents	December 22, 2020
Contract Advertisement.....	January 12, 2021
Estimated Date for Receipt of Bids.....	February 23, 2021
Recommendation to Award Contract No. T100.523	March 23, 2021

CONSTRUCTION SCHEDULE

Notice to Proceed of Contract No. T100.523.....	May 2021
Construction of Contract No. T100.523	May 2021 – May 2023

SECTION IV **Scope of Services**

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

A. GENERAL

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Supplementary Specifications, Standard Drawings and the Authority's Design, Procedures and Load Rating Manuals (all are available on the Authority's website).
2. Complete bid and contract documents including the Plans, Supplementary Specifications and Engineer's Estimate, shall be prepared for this project. They shall consist of rehabilitation design of the existing superstructures for Structure Nos. W107.87, E107.88 and 84.24.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with the Authority's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority, in the RFEOI, or during preparation of the EOI, Technical Proposal or Fee Proposal, any errors, omissions or non-compliance discovered in this Scope of Services Section. By neglecting to do so the Consultant will be responsible to make any resulting design changes without additional compensation.

B. PROJECT COORDINATION

1. NJTA Coordination
 - a. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this Order for Professional Services (OPS). Early on, the Consultant will establish a means of coordinating and reporting its activities with the Authority's Liaison Engineer to ensure an expeditious exchange of information. NJTA shall be informed of all meetings with outside agencies, state and local government officials and/or groups one week in advance, so that NJTA personnel may attend if necessary.

The Consultant will be required to attend meetings throughout the duration of the OPS including but not limited to the project kickoff meeting, review meetings for key design submissions, hand-off meeting with NJTA's Construction Division, and post-bid and preconstruction meeting with the Contractor.

- b. The Consultant shall prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project kickoff meeting.

- c. The Consultant shall notify the Authority's Liaison Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.
 - d. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project Version 11.0 or higher for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained in the EOI.
 - e. 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.
 - f. 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.
2. Other Agency Coordination
- a. The Consultant will be required to contact and meet with representatives of the Town of Kearny, City of Newark, City of New Brunswick, Edison Township, Hudson County, Bergen County, Middlesex County, NJDOT, railroads (Conrail, Amtrak, NJ Transit, PATH, etc.), utilities (Transco, fiber optic, PSE&G, telephone, cable, etc.), the U.S. Coast Guard and other affected entities to review and determine all necessary project requirements, permits, utility orders, traffic control requirements and coordination.
 - b. Preliminary MPT and Phase C contract documents shall be provided to each owner having jurisdiction, for their review and comment. The Consultant shall address any resulting comments and copy the Authority on pertinent correspondence.

C. SCOPE OF PROJECT

Introduction

This solicitation is for professional services required for final design of Contract No. T100.523, which will provide for steel superstructure repairs of the following three New Jersey Turnpike major bridges.

Structure No. W107.87 – Laderman Memorial Passaic River Bridge
Structure E107.88 – Chaplain Washington Memorial Passaic River Bridge
Structure No. 84.24 – Basilone Memorial Raritan River Bridge

Structure Nos. W107.87 and E107.88 span the Passaic River in the City of Newark, Essex County and the Town of Kearny, Hudson County. Structure No. 84.24 spans the Raritan River in the City of New Brunswick and Edison Township, Middlesex County.

The primary objective of Contract No. T100.523 is to repair fatigue damage and corrosion, and to strengthen low rating superstructure steel members, on Structure No. 84.24. A secondary objective of Contract No. T100.523 is to perform fatigue and conventional steel repairs on Structure Nos. W107.87 and E107.88 as a continuation of ongoing Contract No. T100.436, and to perform inspection access repairs and upgrades on all three structures.

The most recent biennial inspection reports and/or repair contracts for all three bridges shall serve as the basis for establishing the scope of work for Contract No. T100.523. The preliminary cost estimate for the scope of work is expected to exceed the allotted construction budget. The Consultant shall prioritize all repairs for Structure Nos. W107.87, E107.88 and 84.24 to remain within the current construction budget of \$20 Million.

As part of the Phase A design submission, the Consultant shall submit an inventory of all areas of work which are deemed warranted for repair. From this inventory, the Consultant shall offer recommendations to address the highest priority repairs on each bridge while remaining within the construction budget. These recommendations shall be supported by narrative in the Phase A report which substantiates the rationale for excluding or including each repair type in the inventory of warranted repairs.

The following is a summary of the subject three New Jersey Turnpike major bridges, including a brief description of their superstructures.

Structure No. W107.87

Description. Structure No. W107.87, the largest structure on the New Jersey Turnpike's Westerly Alignment, was constructed between 1968 and 1970. It carries New Jersey Turnpike's NSW and SNW Roadways over Interchange 15E Ramp AV, US Truck Route 1&9 and Raymond Boulevard, the Passaic River, Newark-Jersey City Turnpike, Interchange 15W Ramp TNE, PSE&G Yard and Roads; Essex County Resource Recovery Facility Roads; and various overhead and underground utilities. On the north side of the Passaic River it spans active passenger and freight railroads including Amtrak's Northeast Corridor Line, NJ Transit's Morris and Essex Line and Yard Leads, PATH, and Conrail/CSX/NS Freight Mainline and Yard Leads. Structure No. W107.87 also passes underneath the Pulaski Skyway near its southern terminus.

The structure is 7,294' in overall length and 108' in overall width, and it carries three lanes of through traffic in each direction with shoulders of varying width. The northbound (SNW) roadway widens at the north approach to accommodate a deceleration lane to Interchange 15W, and the southbound (NSW) roadway narrows in this area to accommodate an acceleration lane from Interchange 15W.

The northbound and southbound roadways are supported by 51 spans of parallel independent superstructure, which in turn are supported by a common substructure. There are 46 spans of varying configurations which are categorized as Fracture Critical, with their girders or transverse cross girders representing the Fracture Critical Members (FCMs). The remaining 5 spans are typical parallel multi-girder type superstructures. The superstructure is made up of welded and bolted weathering steel, and many of the existing welded connections and details are fatigue sensitive. The bridge deck is composite in Spans 20S through 10S and 15N through 30N, and non-composite in Spans 9S through 14N.

Two catwalks with crossovers run the length of girder-floorbeam-stringer units from Pier 10S to Pier 15N, together with eight deck hatches.

Background. Structure No. W107.87 has undergone extensive repairs since its original construction, including modification and repairs to the deck and wearing surface, structural steel, drainage system, substructure, paint system, roadway lighting, roadway and navigation lighting, fender system and catwalk system.

The superstructure has exhibited ongoing steel fatigue cracking since the bridge was opened to traffic, despite the Authority's ongoing efforts to repair its fatigue-prone details under various contracts. The Authority recently completed a detailed investigation entitled Fracture Critical Member (FCM) Phase 2 Risk Assessment - Fatigue Investigation of the Laderman Memorial Passaic River Bridge, Structure No. W107.87, which examined progressive cracking and excessive vibration in the steel superstructure and made recommendations for retrofit strategies and monitoring. The results of this investigation were compiled in a Final Summary Report dated April 2016. The Final Summary Report recommended repair details for typical cracks found on the bridge, and it also provided retrofit options ranging from addressing only the 217 identified cracked locations to addressing all 2,701 fatigue-prone locations. The Final Summary Report served as the basis for the design of fatigue repairs under Contract No. T100.436, which was awarded at the Authority's February 2019 Commission Meeting.

Construction of Contract No. T100.436 commenced in April 2019 and is scheduled to be completed in March 2021. The scope of work for Contract No. T100.436 on Structure No. W107.87 includes fatigue steel repairs of previously identified cracks; conventional steel repairs, temporary removal of major pin and hanger assemblies to facilitate condition inspection; limited zone painting; removal of abandoned ancillary structural supports; and other miscellaneous work.

Finally, in early 2018 Contract No. A100.196 Work Order No. S2 performed emergency repairs of Girder G4 in Span 3S, following the discovery of extensive deterioration and cracking under the 2017 biennial inspection.

Structure No. E107.88

Description. Structure No. E107.88 was constructed in 1952 and subsequently widened in 1971. It carries New Jersey Turnpike's NSE and SNE Roadways over Interchange 15E Ramp AV, US Truck Route 1&9 and Raymond Boulevard, the Passaic River, Newark-Jersey City Turnpike, Interchange 15W Ramp TNE, PSE&G Yard and Roads; Essex County Resource Recovery Facility Roads; and various overhead and underground utilities. On the north side of the Passaic River it spans active passenger and freight railroads including Amtrak's Northeast Corridor Line, NJ Transit's Morris and Essex Line and Yard Leads, PATH, and

Conrail/CSX/NS Freight Mainline and Yard Leads. Structure No. E107.88 also passes underneath the Pulaski Skyway near its southern terminus.

The structure is 6,941' in overall length, and it was originally designed to carry three lanes of through traffic in each direction with no shoulders. It was widened under the 1971 Widening Program to provide right shoulders in each direction, and currently has an overall width of 103'-8". Both approaches climb on a 3% grade, including a 1,200' sag curve from the South Abutment to Pier 12S which was added when the deck was replaced to improve clearance and allow full right shoulders below the Pulaski Skyway, to a 940' crest curve over the Main River Unit. The horizontal alignment is both curved and tangent.

The non-composite original deck was replaced in 2007 with a composite deck comprised of high-performance concrete (HPC), and the composite widened portion of the deck in the right shoulders was retained with a latex modified concrete (LMC) overlay added to provide a uniform deck surface. The superstructure consists of 48 spans originally made up of a riveted two girder-floorbeam-stringer painted steel framing system. The 1971 Widening Program added two welded fascia girders along with floorbeam extensions and cantilever brackets supporting stringers utilizing weathering steel. The widened framing system and details are largely similar to the original framing, except that auxiliary pin and hanger assemblies were utilized at locations where the pier columns were offset due to ground interferences. The superstructure has 43 simple approach spans, 19 at the south end and 24 at the north end, which vary in length from 76' to 161'. The 5 span Main River Unit consists of a 3-span continuous unit 925' in total length, which is cantilevered past the terminal piers to support 187' long suspended spans at each end with major pin and hanger assemblies.

All 48 spans of the original and widened structure are categorized as Fracture Critical, with original Girders 2 and 3, widening Girders 1 and 4, and box girder pier caps representing the Fracture Critical Members (FCMs). The 8 major pin and hanger assemblies at Hinges 2S and 2N and the 13 auxiliary pin and hanger assemblies at offset widening pier column positions have been retrofit with auxiliary support beams to provide redundancy. The structure contains fatigue sensitive details on Girders 1 and 4 including cantilevered floorbeam bracket/tie-plates, longitudinal stiffener weld terminations, lateral gusset plate/web welds, and groove welds at flange thickness transitions.

Three catwalks with crossovers run nearly the full length of structure, together with eight deck hatches. Full access catwalks with ladders are located at the major pin and hanger assemblies near Piers 2S and 2N, and interior access catwalks with ladders are located at the 13 auxiliary pin and hanger assemblies.

Background. Structure No. E107.88 has undergone extensive repairs since its original construction and widening, including modification and repairs to the deck and wearing surface, structural steel, drainage system, substructure, paint system, roadway and navigation lighting, fender system and catwalk system. The most recent work was performed under Contract No. A100.196 Work Order No. S2, which involved urgent repairs of cracked stringers at approximately 80 locations throughout the structure.

Structure No. E107.88 has 8 major pin and hanger assemblies at Piers 2S and 2N, and 13 auxiliary pin and hanger assemblies at offset widening pier column positions. The major pin and hanger assemblies have seized and are no longer functioning as originally designed. The auxiliary pin and hanger assemblies have similar detailing and are also prone to seizing. The scope of work for Contract No. T100.436 on Structure No. E107.88 includes conventional steel repairs; strengthening of low rating structural members; removal and

replacement of major pin and hanger assemblies at Piers 2S and 2N; temporary removal of auxiliary pin and hanger assemblies at select locations to facilitate condition inspection; and other miscellaneous work.

Structure No. 84.24

Description. Although Structure No. 84.24 is inspected and maintained as a single asset in the Authority's inventory, it is actually made up of two separate structures, namely the original Structure No. 84.24S and the newer companion Structure No. 84.24N. The following is a description of each structure.

Structure No. 84.24S carries New Jersey Turnpike's NSO and NSI roadways over the Mile 84 U-Turn and the Raritan River. It is 805' in overall length and 125'-7" in overall width, and carries three lanes of through traffic in each direction with shoulders of varying width. This five-span structure was constructed in 1952, and its original riveted superstructure is made up of one 3-span continuous two girder-floorbeam-stringer unit and two simple span two girder-floorbeam-stringer units. The structure was widened with weathering steel under the 1971 Widening Program, to include an additional welded plate girder and three stringers on each fascia; this resulted in total bridge cross section comprised of 4 girders and 20 stringers arranged in a girder-floorbeam-stringer configuration. In addition, the existing built-up floorbeam cantilever brackets were extended with welded plates to form a simple span floorbeam between the original and widened girder along each fascia, and a new welded-plate floorbeam cantilever bracket was added to the outside of the widened girder along each fascia. The original non-composite concrete deck has an asphalt wearing surface, and is 7" thick in the original section and 8" thick in the widened section.

Structure No. 84.24N carries New Jersey Turnpike's SNO and SNI Roadways over the Mile 84 U-Turn and the Raritan River. It is 805' in overall length and 122'-8" in overall width, and carries three lanes of through traffic in each direction with shoulders of varying width. This five-span structure was constructed in 1973 as a companion structure to Structure No. 84.24S, and it supports the northbound inner (SNI) and northbound outer (SNO) roadways on two independent superstructures of welded and bolted weathering steel construction. Each independent superstructure is made up of one 3-span continuous two girder-floorbeam-stringer unit and two simple span girder-floorbeam-stringer units. A longitudinal deck joint separates the northbound inner and outer roadways, resulting in a total of six superstructure units. The original non-composite concrete deck is 8" thick with an asphalt wearing surface.

Original Structure No. 84.24S is not skewed, as compared to companion Structure No. 84.24N which is skewed approximately 18°. The girders of both structures are characterized as Fracture Critical Members (FCMs), even though the original structure is made up of four girders. Additionally, both structures contain welded connections and details which are fatigue sensitive.

Five catwalks with crossovers run nearly the full length of Structure No. 84.24.

Background. Structure No. 84.24 has undergone extensive repairs since its original construction and widening, including modification and repairs to the deck and wearing surface, structural steel, drainage system, substructure, paint system, roadway and navigation lighting, fender system and catwalk system. The original and widening superstructures continue to exhibit weathering steel corrosion, arrested painted steel metal loss, and ongoing fatigue cracks in the girders, floorbeams and stringers.

Scope of Work Description

The services to be provided for this OPS shall include but not be limited to the following items of work.

1. Existing Documents and Conditions. The Consultant shall visit the Authority's office as required to obtain and review existing available contract drawings, shop drawings, right of way plans, bridge inspection reports and other pertinent documents.
2. Field Inspection. The Consultant shall perform a limited field inspection of all three bridges, in order to verify and quantify typical steel defects, and incorporate the inspection findings into final design of the subject repairs. The field inspection at each typical defect location shall be close-up and hands-on in nature, i.e. beyond the level of detail associated with biennial inspections, in order to collect and document sufficient detail for the design of economical and constructable repairs.

The latest final biennial inspection report for each bridge is being included in the Project Background Materials for this solicitation. Proposers are advised that Structure No. W107.87 is undergoing its 2019 biennial inspection under OPS No. A3575. Field work recently commenced and is scheduled to be completed by October 2019, and the draft biennial inspection report is scheduled to be submitted in February 2020. The successful Consultant for this assignment will be given read-only access to the latest inspection findings uploaded to the Authority's Bridge Inspection and Management System InspectTech for all three bridges. These latest available biennial bridge inspection reports, together with other Project Background Materials, shall serve as the primary basis for developing the scope of field inspection.

Initial site visits shall be made to each bridge to establish accessibility to the superstructure and document current site constraints. The field inspection is expected to require the use of ladders, underbridge inspection equipment and/or manlifts. The Consultant shall ascertain the need for this equipment, identify the specific equipment to be used, and the locations where it is proposed to be used.

Conditions discovered at the time of inspection that constitute an immediate impairment to the ability of the bridge to function in the safe capacity it was designed for, or a deficiency that may impact the safety of patrons, shall be reported immediately to the Authority's Liaison Engineer, in accordance with the Updated Category A Report Procedure available on the Authority's website. These conditions include but are not limited to: bearing collapse; main structural member failure; pier scour; accident damage; deck failure; haunch or underdeck fractures and/or sign structure deficiencies over travel lanes that pose a hazard to motorists.

3. Railroad Coordination/Protection. Structure Nos. W107.87 and E107.88 span over heavy rail and transit lines owned and operated by NJ Transit, Amtrak, Conrail and PATH and others. The Consultant shall coordinate with all impacted railroad companies to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. All pertinent requirements of the railroad companies to facilitate the work at these locations shall be incorporated into the final contract documents for this project.
4. Utility Coordination/Protection. Existing utilities are present below and adjacent to the structures, in the underdeck area and within the project work limits including but not limited to roadway lighting,

communication cable, NJTA Fiber Optic Cable, PSE&G gas lines, Transcontinental Gas Company gas lines, catenary lines from railroads, and other utilities. The Consultant shall identify all utilities in the project area and coordinate with the utility owners to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. All requirements of the utility companies to facilitate the work at these locations shall be incorporated into the final contract documents for this project. All facilities (conduits, junction boxes, etc.) considered abandoned, non-functional or deleterious to the newly rehabilitated structure shall be removed.

5. Right-of-Way. The Consultant shall coordinate with all adjacent property owners in the vicinity of the structures to facilitate the work above/adjacent to them, as well as to facilitate access to these work locations from the ground. The Consultant shall review existing and available right-of-way documents and assess the locations for potential construction staging yards and access. The final contract documents shall include potential access to work areas and staging areas.
6. Permits. Environmental permits are not anticipated to be required for the scope of work in this project. It is assumed that all construction work activities will be performed without disturbing ground vegetation, coastal and freshwater wetlands, waterways and other environmentally sensitive areas, by accessing the work areas with underbridge access vehicles and/or temporary work platforms suspended from the superstructures. If the Consultant determines that the work will impact environmentally sensitive areas which will necessitate permitting, they shall immediately notify the Authority.
7. Maintenance and Protection of Traffic (MPT) and Construction Access. The Consultant shall design and detail appropriate shoulder and lane/roadway closure details for the purposes of providing the Contractor access to perform the required work from Turnpike Mainline roadways, as required. This work shall also include coordination with NJTA Operations, as well as NJDOT; Essex, Hudson and Middlesex Counties; and the City of Newark, Town of Kearny, City of New Brunswick and Edison Township; for any local MPT required to perform the work.

MPT shall be designed in accordance with the criteria outlined in NJTA's Design Manual and Manual for Traffic Control in Work Zones. Traffic protection plans and cross sections shall be developed for each construction stage showing placement of traffic protection devices, temporary lane configurations, and line striping changes. All final Maintenance and Protection of Traffic Plans and Specifications must meet the approval of the Authority's Operations Department.

The minimum desirable temporary lane width shall be 11'-0" where feasible.

The final design documents shall provide for the MPT being 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 NJTA Operations during the design process, so that the Contractor is made fully aware of access

restrictions for this project. MPT and construction staging shall be coordinated with any concurrent contracts in the project area.

Following the Phase B Submission and Review, the Consultant shall prepare an MPT Submission including preliminary traffic control plans, complete MPT specifications and appendices, a preliminary construction schedule with backup computations and a draft Constructability Review Report by qualified construction personnel. The MPT submission shall be 95% MPT design complete for review by NJTA Engineering and Operations.

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.

A meeting will be scheduled with NJTA Operations for review. MPT Review Comments shall be addressed for the Phase C submission as indicated in the design schedule.

8. Temporary Shielding/Catch Protection. The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, railroad facilities, right-of-way or property of others, and facilities beneath the work site. The catch system for both bridges shall be clearly delineated on the contract drawings.
9. Design of Superstructure Rehabilitation.

Rehabilitation of the existing structures shall be designed in accordance with NJTA's Design Manual, including the standards and guidelines established for the evaluation of existing members and the design of new members.

The rehabilitation shall include localized structural steel repairs where fatigue or heavy deterioration exists, including but not limited to crack repairs, member strengthening, replacement of existing fasteners with high strength bolts, and limited repainting. The Consultant shall make recommendations regarding the need for strengthening or replacing structural members to attain compliance with the performance goals of the project.

The Consultant shall use the latest available Biennial Bridge Inspection Reports, Interim Inspection Reports, and Load Rating Files and Reports as the primary basis for preparing the scope of conventional structural steel repairs. For the purpose of estimating an appropriate level of effort for this task, the Consultant shall assume that a close-up hands-on inspection will be performed only at those locations with known structural deficiencies, in order to verify and quantify deficiencies for detailed repair design.

The Consultant shall compile, assess, estimate construction costs, and prioritize deteriorated members and members with low rating capacity, in order to provide a rehabilitation design that (1) meets the construction budget established by the Authority and (2) strives to maintain a state of good repair for all three structures. The compiled and prioritized list shall be submitted with the Phase A report.

The Phase B through D submissions shall be made in accordance with the Authority's Procedure Manual, and with the timeline shown in the Project Schedule under Section III.

10. Load Rating Updates.

Load and Resistance Factor Rating (LRFR) updates will be required to support the rehabilitation design for each structure, which are summarized as follows.

Structure No. W107.87. As-inspected load rating updates for this bridge, excluding Emergency Vehicles EV2 and EV3, were recently performed as part of the design of Contract No. T100.436, which accounted for section losses documented in the 2017 biennial inspection. During the 2017 biennial inspection, tables were developed which listed all locations of section loss meeting the Authority's developing guidelines for section loss documentation and repair recommendations. 230 locations of section loss were listed in the tables which warranted review for a structural analysis or load rating update.

Under this assignment, all 230 locations identified in the 2017 biennial inspection will require backchecking against the Contract No. T100.436 load rating updates to verify that (1) they were already accounted for, and (2) to incorporate them into a structural analysis or load rating update if warranted. Furthermore, the ongoing 2019 biennial inspection may identify additional locations of section loss; any newly identified locations will be provided to the Consultant in early 2020. They shall be backchecked by the Consultant to determine if they warrant review for a structural analysis or load rating update.

Strengthening and repair measures may be required during the design of Contract T100.523, as a result of the load rating updates. The Consultant shall perform as-designed load ratings for strengthened and repaired members in accordance with the current version of NJTA's Load Rating Manual. Additionally, the 230 entries in the section loss tables must be annotated to reflect their impact on the load ratings as well as any planned strengthening and/or repair measures for future tracking. Furthermore, Emergency Vehicle EV2 and EV3 load ratings shall be performed for the bridge, also in accordance with NJTA's Load Rating Manual.

Structure No. E107.88. As-inspected load rating updates for this bridge, including Emergency Vehicles EV2 and EV3, were recently performed as part of the design of Contract No. T100.436, which accounted for section losses documented in the 2016 biennial inspection. During the subsequent 2018 biennial inspection, tables were developed which listed all locations of section loss meeting the Authority's developing guidelines for section loss documentation and repair recommendations. 204 locations of section loss were listed in the tables which warranted review for a structural analysis or load rating update.

Under this assignment, all 204 locations identified in the 2018 biennial inspection will require backchecking against the Contract No. T100.436 load rating updates to verify that (1) they were already accounted for, and (2) to incorporate them into a structural analysis or load rating update if warranted.

Strengthening and repair measures may be required during the design of Contract T100.523, as a result of the load rating updates. The Consultant shall perform as-designed load ratings for strengthened and repaired members in accordance with the current version of NJTA's Load Rating Manual. Additionally, the 204 entries in the section loss tables must be annotated to reflect their impact on the load ratings as well as any planned strengthening and repair measures for future tracking.

Structure No. 84.24. As-inspected load rating updates for this bridge, including Emergency Vehicles EV2 and EV3, are currently being performed under OPS No. A3575 (NJTA Major Bridge Inspection Program), which account for section losses documented in the 2018 Biennial Inspection. During the 2018 biennial inspection, tables were developed which listed all locations of section loss meeting the Authority's developing guidelines for section loss documentation and repair recommendations. As part of the OPS No. A3575 updates, these tables will be annotated to reflect locations which warrant review for a structural analysis or load rating update.

Proposers are advised that the controlling load rating factors for the stringers on Structure No. 84.24 are currently being evaluated for improvement, and a fatigue evaluation is being performed in accordance with the AASHTO Manual for Bridge Evaluation. The results of these evaluations may warrant strengthening and repair of select members. These results, together with the annotated section loss tables, will be provided to the Consultant for incorporation into the design of Contract No. T100.523.

Strengthening and repair measures may be required during the design of Contract T100.523, as a result of the load rating updates. The Consultant shall perform as-designed load ratings for strengthened and repaired members in accordance with the current version of NJTA's Load Rating Manual. Additionally, the entries in the section loss tables must be annotated to reflect their impact on the load ratings as well as any planned strengthening and repair measures for future tracking.

General Load Rating Information. Following Notice to Proceed, a meeting will be held to discuss the Authority's guidelines for section loss documentation and repair recommendations, and to provide guidance for this load rating task. All available electronic load rating files will be made available to the Consultant for updating.

For the purpose of estimating a level of effort, Proposers shall make an allowance of **1,000 hours** for all LRFR load rating updates required for this assignment.

LRFR load rating updates shall utilize the most current version of AASHTOWare's Bridge Rating (BrR) software which has been approved for use in Appendix A1 of the Authority's current Load Rating Manual. For complex bridges that cannot be modeled in BrR, LRFR load ratings shall utilize other appropriate software specified in the Load Rating Manual. The load ratings shall also include Emergency Vehicles EV2 and EV3, as needed and in accordance with the Load Rating Manual.

Proposers are advised that since 2015, the costs associated with obtaining BrR and any other LRFR load rating software licenses are no longer reimbursed by the Authority as a direct expense. The Authority licenses the BrR Unlimited Option as a Member Agency, which allows consultants to obtain single copies of BrR at the current special license fee of \$5,000 per workstation for use in performing load ratings of the Authority's bridges.

11. **Project Constructability.** The Consultant shall identify, investigate and address constructability requirements during each phase of final design. Alternative analyses and preliminary and final design details shall encompass constructability issues including current construction techniques, contractor staging areas, material disposal sites, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, and production rates.

The individuals performing the Constructability Review shall not be members of the design team and shall instead be independent construction personnel who are familiar with bridge and heavy highway construction, material lead times, weather impacts and project scheduling. A key element of the Constructability Review Report is a letter report document identifying the findings and recommendations of the objective reviewers.

Construction Cost Estimates shall be provided with each Phase Submission. A preliminary Construction Schedule with backup computations and draft Constructability Review Report shall be provided with the MPT Submission. The draft final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Phase C Submission. The final Constructability Review Report shall be submitted with the Phase D Submission.

D. SPECIFIC REQUIREMENTS, CONDITIONS and SUBMISSIONS

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedure Manuals or as revised below.

1. Work Plan. The Consultant shall review existing as-built plans, reports and design publications/manuals to develop a work plan and detailed schedule for this OPS. The work plan shall discuss the proposed design/analysis methods and standards, confirmation of each bridge analysis required, material investigations, analysis approach and proposed submissions with proposed submission schedule.
2. The Phase A Report Submission (12 copies) shall include the Consultant's inspection findings, evaluations, prioritizations and recommendations for all aspects of the project scope, including outside agency/railroad permit requirements. The Phase A construction cost estimate shall include considerations for access, 20% contingency at this phase, 20% markup for MPT (unless a detailed estimate is provided) and a 15% markup for construction supervision.

Preliminary LRFR load ratings shall be prepared and compiled in a Load Rating Report for each structure. The preliminary Load Rating Reports shall be appended to the Phase A Report Submission. All load rating work, including final deliverables, shall be performed in accordance with the Authority's current Load Rating Manual.

3. The Phase B Submission (12 copies) shall consist of 60% complete contract plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted.
4. The MPT Submission (12 copies) shall consist of MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report.
5. The Constructability Review Report (12 copies) shall be submitted with the Phase C Submission, providing for construction feasibility and a construction schedule based on work restrictions over railroads and waterways, local requirements, MPT and weather. It shall also address the construction schedules between Contract No. T100.523 and other concurrent contracts.
6. The Phase C Submission (12 copies) shall consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs by stage. The Consultant shall also submit 2 copies of the

Lane Occupancy Charge (LOC) report based on the Authority provided spreadsheet calculator, if required. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.

Also, in accordance with Section 2.2 of the Authority's Design Manual, final updated load ratings using LRFR methodology shall be included in the Phase C Submission for both structures. The updated load ratings shall be provided for only those members affected by this contract, such as repaired members, strengthened members, or members undergoing a change in loading. The updated load ratings shall be performed in accordance with the Authority's current Load Rating Manual.

7. The Phase D Submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, 1 set of full size drawings, 5 sets of half size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
8. The Consultant shall submit electronic copies of the final contract documents on a CD or DVD. Plans shall be submitted in both MicroStation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's Contract Management Software (CapEx/BidX). The Consultant shall also submit all reference drawings on a separate CD or DVD which will be provided to NJTA Engineering's Construction Division at the project hand-off meeting.
9. Two sets of full size Phase D plans, specifications and cost estimate shall be transmitted to the Authority's General Consulting Engineer (GCE) under separate cover at the same time.
10. For the Phase D submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract (download at <http://www.state.nj.us/turnpike/FiberFOD.pdf>).
11. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit and Post-Construction Program Design Checklist for Individual Projects with the Phase D submission.
12. The Consultant shall prepare the construction cost estimate and construction schedule including interim and final completion dates; prepare any required addenda; attend the bid opening, post-bid meeting and preconstruction meeting; review bids; and recommend award or rejection of the low bid. A time scaled barchart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.
13. All reports and phase document submissions shall also include an electronic copy (PDF) to be submitted via email, FTP, CD, etc.
14. The Consultant shall make an allowance in the amount of **1,000 hours** for Construction Consultation Services for Contract No. T100.523 in their Expression of Interest. These hours shall be provided to assist the Authority in resolving any design related issues that may arise and to review alternative methods or materials proposed during the construction phase of the project,
15. As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, which are necessary to advance the design which cannot be completely identified or quantified at this time in order to fully support the Authority without undue delays, the Consultant shall make an allowance in the total amount of **2,000 hours** for Unanticipated Services in their Expression of Interest. The hours shall be

distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

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

E. MISCELLANEOUS

1. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the New Jersey Turnpike Authority including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Engineer will be required to sign a Fiber Optic Cable Certification form (download at www.state.nj.us/turnpike/FiberFOD.pdf) attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract.
2. The specifications shall state that the Contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
3. The Consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
4. The Consultant shall prepare and obtain all necessary permits (including any environmental permits) required in the design phase. The Consultant shall identify and list all necessary permit requirements in the Phase A submission. The Authority will pay for the application fees for the permits.

F. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the latest editions of the Authority's Design Manual, Procedures Manual, and the 2016 Standard Specifications. The Consultant shall provide data for entry into the Authority's Contract Management Software (CapEx/BidX) related to the engineer's estimate at time of construction bidding.
2. All plan, profile, section and detail presentations shall be to scale in accordance with the Authority's Procedures Manual. A separate estimate of quantity table with quantities broken down by construction stage shall be shown on the Construction Plan Sheet.
3. All printing of contract bid documents will be performed by the Authority. Phase review documents, as outlined in the NJTA Procedures Manual and amended herein must be prepared by the Consultant. All reports and submissions shall be bound with the exception of one (1) unbound copy of Supplementary Specifications at Phase D. **All reports shall be bound in 3-ring binders with a spine thickness of no more than 2 inches. Reports shall be broken into two or more volumes, as**

needed, in order to remain within the thickness limit. Tabs and/or heavy card stock sheets shall be used to delineate between sections and appendices of the report. All reports shall include an Executive Summary that outlines at a minimum, the purpose of the report, background information, and recommendations and conclusions. The use of tables and bulleted information to summarize findings, recommendations, conclusions and costs is highly encouraged to enhance readability and facilitate the review process, as well as for ease of future reference.

4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under his Order for Professional Services.
7. The Consultant shall secure all necessary permits and flagging services, and post all required insurance with railroads and any utilities.
8. The Consultant shall develop all plans in CADD format and provide the Authority with all MicroStation drawing files and documentation produced in accordance with this project on rewritable CD. The CD shall be the CD-RW format. The CAD files shall be delivered in a MicroStation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "NJTA-Design Guide for the Development of CADD Files." The current document may be viewed and downloaded from the Turnpike Authority's website on the Internet at http://www.state.nj.us/turnpike/NJTA&GSP_CAD_Standards2.pdf. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted. Pdf file shall be provided in the CD-RW.
9. The Consultant shall obtain a Traffic Permit prior to performing any work on the Authority's right-of-way.
10. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
11. The Consultant shall provide traffic control in accordance with the current edition of the New Jersey Turnpike Authority Manual for Traffic Control in Work Zones, for bridge inspection work along the New Jersey Turnpike and Garden State Parkway. The Consultant shall also provide traffic control on local and state roads in accordance with the governing agency's requirements. **The Consultant shall not rely exclusively on State Police-assisted slowdowns, and instead shall assume that availability for slowdowns will be limited. Under the Approach to the Project Section of the Expression of Interest, the Consultant shall include an estimate for the duration and quantity of shoulder and lane closings for this OPS.** No shoulder or lane closings on the New Jersey Turnpike will be approved until the Consultant, its subconsultants, and its subcontractors view the Authority's Traffic Safety Training video on lane closing procedures. Reimbursement for furnishing traffic control devices and shoulder/lane closings will be made as a direct expense.

12. Lane closings on local roadways and shoulder closings necessary for the field work shall be provided and maintained by the Consultant and conform to applicable Standard Drawings. Lane and shoulder closings may not be possible at all times due to conflicts with ongoing higher priority construction or maintenance work in certain areas. The Consultant shall utilize all available Maintenance and Contractor installed closings, where possible. This will require close coordination and contact with the Authority's Operations Department. Lane and shoulder closing requests, as well as slowdown requests, shall be submitted on a prescribed form to the Authority, one week in advance of the desired closings (by Monday, 12:00 PM), and shall conform to the Authority's Lane and Shoulder Closure Tables in the Manual for Traffic Control in Work Zones.
13. Any short duration shoulder closings necessary for the inspection work shall be provided and maintained by the Consultant. Short duration shoulder closings shall be installed for a maximum duration of 30 minutes, and are restricted to cursory top of deck surveys and underdeck and pier top inspections. Short duration shoulder closings shall conform to Standard Drawing No. TP-8.
14. All inspection work shall be performed behind guard rail or other existing roadside barriers, where feasible. Where work must be conducted in a closed lane or shoulder, a TMA shall be provided and placed preceding the work area in accordance with the current AASHTO Roadside Design Guide. **For moving inspection operations which do not require the setup of equipment (ladders, snoopers, etc.), such as top of deck surveys, TMAs will also be required.** The truck shall be in excellent operating condition and have a minimum gross weight of 10 tons. The truck mounted attenuator shall be the Alpha100K as manufactured by Energy Absorption System, Inc., and distributed by Transpo Industries, Inc., or an approved NCHRP 350, Test Level 3 compliant equal. The truck shall also be equipped with two large conspicuous overhead flashing lights. If supplied with an arrowboard only, the "CAUTION" bar shall be illuminated. The bottom of the arrowboard must be 13 feet 6 inches from the ground for either standalone arrowboards or TMA attached arrowboards. TMAs shall be provided by the Consultant. A separate line item shall be provided in the fee proposal for the cost associated with furnishing the TMAs for the project and for fueling of the TMAs. For moving inspection operations, the TMA must be fitted with a "Shoulder Closed" sign per Drawing TE-7 that will not be obstructed or obstruct any oscillating lights.

The Consultant will be required to provide a letter from the proposed rental company, which states that the TMAs supplied meet or exceed NCHRP 350, Test Level 3 compliance. In addition, the Consultant will be required to take photos of the TMA, specifically for review of the placement of the TMA mounted "Shoulder Closed" sign.

A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Supplementary Specifications 801.04 (Parkway) and 801.07 (Turnpike) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

15. For bridge inspection work over active railroad lines (NJ Transit, Amtrak, PATH, Conrail, etc.) the Consultant shall have their Team Leaders and Inspectors complete safety training as required by the respective outside agency. The Consultant shall obtain railroad/utility permits and flagging necessary to access and perform inspections. For purposes of estimating the costs for permits, flagging, inspection services and document review, the Consultant shall assume a value of \$20,000 as a separate line item

in the Fee Proposal, unless upon review of all requirements it is expected to exceed these values. The estimated expense shall be listed separately in the Fee Proposal. The Authority's Liaison Engineer will make initial contact to establish proper channel of communication and resolve possible technical issues with railroads.

16. The Consultant shall furnish specialized equipment as needed to perform the detailed evaluations and inspections. Reimbursement for special inspection equipment will be made as a direct expense.

G. PROJECT COST

The current construction budget for this project is \$20 million. All repairs for Structure Nos. W107.87, E107.88 and 84.24 shall be evaluated as part of the Phase A Report, and prioritized based on structural need and cost to remain within the construction budget.

SECTION V
Staffing Schedule

OPS No. T3736 – Design Services for Contract No. T100.523
 Rehabilitation of New Jersey Turnpike Passaic and Raritan River Bridges
 Structure Nos. W107.87, E107.88 and 84.24

Classification (ASCE-Grade)	Field Inspection	Phase A	Phase B	MPT	Phase C	Phase D	Load Ratings	Shop Dwg. Review	Construction Consultation	Unanticipated Services	Total Hours
Project Manager											
Project/Sr. Engineer ()											
Engineer ()											
Junior Engineer											
CADD											
Other-Specify											
Total Hours							1,000		1,000	2,000	

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and Tasks as required to meet project need

SECTION VI **Compensation Basis**

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

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

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

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

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

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

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

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as presented in the Expression of

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

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; material sampling and testing; railroad flagging and inspection services; railroad and utility permits and insurance; vendor invoiced printing of reports and phase submission documents; mylars; electronic data media; meeting displays and exhibits; permit application fees; rental costs for bridge inspection equipment and truck mounted attenuators (TMAs); MPT costs; fuel and repairs for rented inspection equipment and TMAs; Authority approved safety vests; tolls charged by other agencies as required to access Authority bridges; and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, 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 Consultant's subconsultants.

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

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

SECTION VII
NEW JERSEY TURNPIKE AUTHORITY
SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

DEFINITIONS

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

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

BREACH OF TERMS OF THE LEGISLATION

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years

to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

STATE TREASURER REVIEW

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XI **Right to Audit**

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

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

SECTION XII **Source Disclosure Certification**

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

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

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

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

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

Pursuant to N.J.S.A. 52:32-57(a), the bidder must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall

provide a detailed and precise description of such activities to the Authority. Each Proposer (and all Subconsultants) shall certify under penalty of perjury, date and return to the Authority the completed form entitled "Disclosure of Investment Activities in Iran" form which is available on the Authority's website with your Firm's Expression of Interest (EOI). Failure to include the completed form, certified and dated, shall be grounds for rejection of Proposer's Expression of Interest (EOI).

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

SECTION XIV **Antidiscrimination Provisions**

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

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

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

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

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

Section XVI
ADA Indemnification

The Consultant and the Authority do hereby further agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this OPS. In providing any aid, benefit, or service on behalf of the Authority pursuant to this OPS, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or

subconsultants violate or are alleged to have violated the Act during the performance of this OPS, the Consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the Consultant agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this 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>.