

October 3, 2019

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
MULTI-PROJECT SOLICITATION**

**ORDER FOR PROFESSIONAL SERVICES NO. P3729  
DESIGN SERVICES FOR CONTRACT NO. P100.519  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 0 TO 126 (2021)**

**AND**

**ORDER FOR PROFESSIONAL SERVICES NO. P3730  
DESIGN SERVICES FOR CONTRACT NO. P100.520  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 126 TO 172 (2021)**

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) for two (2) Simple Projects from engineering firms prequalified and eligible in the following Profile Codes:

<b>Profile Code</b>	<b>Description</b>
A092	Bridges- Miscellaneous Repairs
A093	Bridges- Deck Replacement and Rehabilitation

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

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

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

The multi-project solicitation is for the final design and preparation of construction contract documents and other ancillary activities and services required for two (2) sections of the Parkway. The limits of the sections are defined in this RFEOI.

It is the Authority's intent to engage the services of two Firms through this multi-project solicitation for EOIs. Professional Services are required from two eligible Firms, one for Order for Professional Services No. P3729 and one for Order for Professional Services No. P3730. The Consultant shall convey their understanding of both OPS', the Authority's needs and express their approach to both projects.

### **Project Description**

The scope of work encompasses field inspection and establishment of priorities for bridge deck repairs and miscellaneous structural repairs on a multi-lane expressway facility. The primary work elements include: selective replacement of deteriorating deck panels; partial or full depth concrete spall repairs; joint header, abutment headblock and joint riser bar replacement or repairs; armored joint modification; joint seal installation or replacement; parapet, safety walk, and curb surface repairs with provisions for temporary electrical lighting service; parapet and deck replacement including new electrical conduits and service; provisions for restoration of traffic loop detectors; and removal and replacement of existing asphalt wearing surface with a new membrane-asphalt system or with a high density, impermeable, cementitious overlay.

For deck panel replacements and deck reconstruction, temporary concrete construction barrier, Type 4 will be used. Layout and joint class is to be determined by the design consultant. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guide rail raising or replacement prior to use. Traffic shifting is accomplished by means of obliteration of the existing striping and the use of temporary striping.

Miscellaneous bridge repairs include substructure concrete spall repairs; concrete pedestal and footing repairs; repairs to tilted, loose or defective bearings; replacement of sliding plate, rocker and fixed type bearings with laminated elastomeric bearings; substructure waterproofing/sealing; and repairs to superstructure steel.

The design, aside from the delineation, detailing, specifying and estimating of the proposed repairs, requires extensive and specific maintenance and protection of traffic (MPT) plans. These plans must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers, lane shifts and signing and traffic device placement. Plans shall also show installation of MPT and Temporary striping where such installation is complex. The consultant shall determine and outline in the supplementary traffic specifications and within plan lane tables, using the latest Manual for Traffic Control in Work Zones and in consultation with the Authority's Operations Department where required, the allowable lane closing hours and seasonal restrictions for each bridge based on the proposed construction stages, work volume, traffic tolerance and traffic patterns. Usually a limited number of construction cycles, preferably one, per stage is feasible or allowable due to seasonal or traffic operational restrictions.

Much of the work requires the use of supplemental lane closings that are only permissible during off peak traffic periods. Supplemental lane closings are typically used for temporary construction barrier placement and removal, placement and removal of temporary line striping, milling and paving operations, debris removal, delivery of materials and other similar work items.

The Consultant shall develop a suggested, workable construction sequencing plan utilizing construction production rates for each work area selected. In some cases, this may be combined with the MPT plans. In more complex cases, separate drawings will be required. The work is usually carried out in stages during weekend or part weekly construction cycles and is typically performed within single or multi-lane closings. Construction cycle duration typically ranges from 2 to 14 days. Based on the construction sequencing plan, allowable lane closing times developed and work volume the Consultant shall quantify the duration of each construction stage. The Consultant shall also determine the required number of weekend, part weekly, or weekly cycles for each construction stage.

Simultaneous construction cycles can be scheduled depending on the volume of repairs. The Consultant shall evaluate the production rates, quantity of repairs and required crew size planned for each cycle to determine if stages can be combined. Depending on the needs of the Authority, long term construction cycles to perform partial redecking or parapet replacements may be required.

The scope of work also includes post design services consisting of shop drawing review, checking of structural calculations and construction consultation among other similar tasks. The Consultant may be required to prepare Change-of-Plans to the contract to address rapidly deteriorating conditions, or to address accident damage.

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

The Consultant will be responsible for coordinating project needs with other agencies, local jurisdictions, railroads and utilities.

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

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

### Staff Qualifications

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

- Prior experience and knowledge in preparing construction contracts of this nature for similar major high-volume expressways involving the above outlined repair approach and construction techniques as well as maintenance and protection of traffic procedures, limitations and requirements.
- Thorough knowledge of application of pertinent repair materials such as various concretes with admixtures, and/or modifiers, special cementitious patching compounds, preformed waterproofing membranes, high stability asphalt concrete bridge surfacing and superpave mixes, with additives or blended special bitumens, elastomeric concretes, rubberized asphalts for plug joints and extrusions and composite steel shapes for joint replacements.
- In depth familiarity with closing of traffic lanes for construction, implementation of lane shifts or detours, positioning of concrete construction barrier, use of impact attenuators, use of trucks with mounted attenuators and use of variable message signs.
- Knowledge of contractor's employment of equipment and manpower along with production rates for scheduling the various repair operations.
- Construction engineering expertise essential for establishing accurate cost data encompassing current construction techniques, scheduling and economic factors, to the fullest extent possible, as well as design standards and specifications.
- The Consultant's Project Engineer responsible for the contract preparation shall meet the following minimum qualification criteria:

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

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

### EOI Submission Requirements

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

1. Letter of Interest not exceeding seven (7) single-sided, letter-sized pages with minimum 1-inch borders, minimum font (Arial) size of 10 pt., stating the Firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI. Indicate clearly in the first paragraph which OPS the Firm prefers to be assigned. Submit only one EOI for both OPS'.

The Letter of Interest shall summarize the following information.

**a. Experience of the Firm on Similar Projects**

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

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

**b. Experience of the Project Manager on Similar Projects**

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

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

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

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

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

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

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

Understanding of the Project

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

affected by the project and the long term effects the project has on the Authority, its patrons, or other relevant issues.

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

**e. Approach to the Project**

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

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

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 Expression of Interest and Fee Proposal agree to

make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

2. An **organizational chart** for each OPS showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships. If the same organizational chart is proposed for both OPS' then the Firm may show only one and shall state so.
3. **Resumes for the Project Manager, Project Engineer and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** for each OPS 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 each OPS** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of (1) 11"x17" page for each OPS.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if Firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff** form (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability** form (which is available on the Authority's website) the Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
  - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the Firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
  - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.

11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website). Stating the Firm's intention to use SBE Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form which is available on the Authority's website.
13. A completed **Vendor Source Disclosure Form** which is available on the Authority's website.
14. A complete **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 which is available on the Authority's website.

EOIs that are incomplete may not be considered.

**The required forms referenced in Items 6 through 14 above can be found on the Authority's website: [www.njta.com](http://www.njta.com) under *Doing Business, Supplemental Forms***

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

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

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

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

The aforementioned twelve (12) page limitation shall be increased to a maximum of seventeen (17) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

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

**Expressions of Interest must be submitted no later than 12:00 PM on October 24, 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  
Peter W. Singhofen, P.E., Project Engineer

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

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Design  
Peter W. Singhofen, P.E., Project Engineer

### **Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to Peter W. Singhofen, P.E., Project Engineer New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [singhofen@njta.com](mailto:singhofen@njta.com) are acceptable. **The deadline for inquiries is 12:00 PM, October 10, 2018.** The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's Internet website at <http://www.state.nj.us/turnpike/expressions-of-interests.html> under "Professional Services" on or before October 11, 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**

A consultant selection will be made from the EOIs that are received on time and are deemed complete. A Review Committee will evaluate the technical qualifications and experience of each Firm and its project team, and will rank the Firms. The evaluation and ranking of the EOIs will serve as a method by which to create a short list of Firms most highly qualified to perform the project, who will receive requests for Fee Proposals. OPS Nos. P3729 and P3730 will be awarded to two (2) of the top technically ranked Firms with assignment preference going to the highest technically ranked Firm.

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:



<b>RATING FACTORS</b>	<b>WEIGHT (%)</b>	<b>POINTS</b>
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 and Ability to Perform the Project and Outstanding Work with the Authority	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

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

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

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](http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf)), the RFEOI, the EOI, as well as the selected firm's Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

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

Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF:PWS:ms

Attachments

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

**Supplemental Information**

**Regarding EOI and Project**

**Requirements**

**Dated October 3, 2018**

**for**

**Order For Professional Services No. P3729**

**DESIGN SERVICES FOR CONTRACT NO. P100.519  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 0 TO 126 (2021)**

**AND**

**Order For Professional Services No. P3730**

**DESIGN SERVICES FOR CONTRACT NO. P100.520  
BRIDGE REPAIRS AND RESURFACING, MILEPOST 126 TO 172 (2021)**

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

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**SECTION I**  
**Prequalified and Eligible Consultants**  
**Profile Codes A092 and A093**

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.  
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  
McCormick Taylor, Inc.  
Michael Baker International, Inc.  
Mott MacDonald LLC  
MP Engineers, P.C.  
NAIK Consulting Group, P.C.  
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  
Taylor, Wiseman & Taylor  
Tectonic Engineering & Surveying Consultants P.C.  
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 must be signed by an officer of the Firm authorized to make a binding commitment.

**Incurring Costs**

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

**Addendum to EOI Solicitations**

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

**Acceptance and Rejection of EOIs and Proposals**

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

**Dissemination of Information**

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

**News Releases**

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

**Public Records**

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

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

Posted..... October 3, 2019  
Deadline for Inquiries ..... Noon, October 10, 2019

Posted Responses to Inquiries .....	October 11, 2019
Submittal of Expressions of Interest.....	October 24, 2019
Recommendation to Award OPS .....	December 17, 2019
Notice to Proceed .....	Est. January 9, 2020

See Section IV, Scope of Services, for individual contract deliverables and design/construction schedule.

**SECTION IV**  
**Scope of Services**

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

**I. GENERAL**

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

**II. PROJECT COORDINATION**

**A. NJTA Coordination**

1. The Consultant shall coordinate its activities with NJTA personnel throughout the course of this OPS. Early on the Consultant will establish a means of coordinating and reporting its activities with the Authority's Engineer to ensure an expeditious exchange of information. The NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.
2. The Consultant shall submit a design schedule upon the OPS' notice to proceed for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained within the bridge deck repair and resurfacing design checklist. The design checklist will be provided by the Authority at the project's kick-off meeting.

3. The Consultant will be responsible to prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project's kick-off meeting.
4. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.

**B. Other Agency Coordination**

1. The Consultant will be required to contact and meet with representatives of railroads (Conrail, Amtrak, N.J. Transit, NYS RR, Norfolk Southern or other) and/or counties, municipalities, utilities, to review and determine all necessary project requirements and permits. The Consultant shall notify the Authority immediately if it is revealed during initial contact that railroad ownership has changed.
2. Preliminary MPT and Phase 'C' contract documents shall be provided to each owner having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.
3. The Consultant may be required to set up escrow accounts in the amount of \$5,000 for each railroad agency for the purpose of field inspection, access permits and flagmen costs, and plan review. The escrow dollar amount may vary as the project scope is refined. The Consultant shall set aside \$30,000 for each contract, as a direct expense in the Fee Proposal for escrow accounts to be used for such railroads as: Conrail, Amtrak, N.J. Transit, NYS RR, Norfolk Southern and others as applicable for each contract.

**III. SCOPE OF PROJECT - BRIDGE DECK REPAIR AND RESURFACING**

1. The Consultant will be furnished with copies of the following:
  - (a) Excerpts from the Authority's latest bridge inspection reports for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Turnpike Roadway Structures and available District Summary Reports.
  - (b) Excerpts from Phase 'A' Reports of the two (2) prior Deck Repair Design Contracts.
  - (c) Plans and Supplementary Specifications from prior contracts. The documents listed above will be available for review in the Authority's Engineering Department during the review period. Consultants are strongly encouraged to review previous Phase 'A' Reports, Bridge Inspection Reports, and final Plans and Supplementary Specifications as part of their EOI preparation process.
2. The Consultant shall perform a visual inspection of mainline, local road overpass and ramp crossings under each OPS. Some of the bridges may be longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection. The Consultant will be furnished, upon request, the Authority's latest bridge inspection reports to aid the visual inspection. A list of the bridges (emphasizing known deficiencies) to be inspected under each OPS may be found in Section XVIII.
3. The Consultant shall inspect the current condition of the bridge deck topside noting the locations of visible checker boarding, worn, "shoved", or rutted asphalt wearing surfacing, damaged or worn deck



joint headers, dislocated or damaged steel deck joints, and deteriorated safety walks and parapets, which require replacement. The visual inspection should endeavor to identify structures on which the asphalt wearing surface has worn thin, thereby necessitating complete removal and resurfacing of the entire structure on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated asphalt surfacing on structures where deck replacements are being performed.

4. The Consultant shall inspect the current condition of the bridge deck underside noting the location and condition of SIP metal pans, saturated deck panels, exposed reinforcement, condition of prior repairs, location of severely deteriorated end diaphragms and missing joint seals. The visual inspection should identify structures on which the deterioration warrants partial (by panel) or complete deck removal and resurfacing of the entire structure. This work may be performed on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated deck panels on structures where deck resurfacing is being performed.
5. Work on local roads may require modification of sidewalks, parapets and joints in order to maintain the required traffic lane widths during construction. Temporary relocation of signs attached to parapets, including electrical and control appurtenances, may be required.
6. Work on safetywalks and parapets may require temporarily relocating and maintaining electrical wiring and appurtenances. Appropriate provisions conforming to current electrical codes shall be included along with applicable details for routing of the temporary wiring in conduit or the temporary relocation of appurtenances. Complete replacement of existing severely deteriorated or designated sidewalk/parapet configurations with new "Jersey" shape parapets are to be incorporated.
7. Where warranted, the Consultant shall investigate and assess related deterioration to the bearings and ends of girders over bridge seats at deck joints to determine if repairs should be made while the deck is removed. Structural steel repairs required prior to shifting traffic into the shoulders shall be clearly identified in the staging plans.
8. The Consultant shall thoroughly review all as-built plans to identify joint details at each site; develop repair details specific to the existing conditions at each joint of each bridge. The Consultant shall verify through field inspection that the details in the Contract plans reflect field condition.
9. On bridges where the roadway to bridge transitions requires a correction of 3 in. or more, the consultant shall perform a field survey during design to develop profile information and details for the proper proposed improvements. The limit of approach resurfacing shall be extended as required to accommodate the proposed profile.

On bridges with "flat" profiles that experience ponding in shoulder areas, the consultant shall perform a field survey during design to determine re-profiling needs. The consultant shall also investigate the possibility of eliminating bridge scuppers by performing a gutter flow analysis.

On bridges where the fascia parapet and full or partial decks are being reconstructed (long term construction), the consultant shall develop a procedure for the Contractor to provide top of steel and top of roadway elevations to the consultant during construction. The consultant shall use these values to develop proposed gutter line elevations, proposed cross slopes, and verification of haunch heights during the construction consultation phase.

A total of 100 hours shall be provided in the fee proposal for any field survey work that may be required under this OPS subject to the approval of the Authority.

10. The consultant shall provide a design to retrofit existing open tooth or critical bulb angle joints to strip seal joints where deck repairs or reconstruction are scheduled.

11. The consultant shall identify the limits of bridge deck and approach slab resurfacing. The consultant shall identify and recommend the type of resurfacing to be implemented.
12. 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 Category A Repair Procedures.
13. The consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where a latex modified concrete surface is to be placed in lieu of the existing asphalt concrete bridge surfacing or wherever else deemed necessary due to proposed work.
14. The consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where a latex modified concrete surface is to be placed in lieu of the existing asphalt concrete bridge surfacing or wherever else deemed necessary due to proposed work. Available load rating models exist for most structures and can be made available to the design consultant upon request. Load Ratings shall be in accordance with the New Jersey Turnpike Load Rating Manual (Version 9.4, October, 2018) which is available on the Authority's Website [https://www.njta.com/media/4149/njta\\_load\\_rating\\_manual\\_v-94.pdf](https://www.njta.com/media/4149/njta_load_rating_manual_v-94.pdf). For the purposes of this RFEI, assume 2 structures per contract.

#### **IV. SCOPE OF PROJECT – MISCELLANEOUS STRUCTURAL REPAIRS**

1. The Consultant will be furnished with copies of the following:
  - (a) Excerpts from the Authority's latest bridge inspection reports for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Parkway Structures and available District Summary Reports.
  - (b) Excerpts from Phase 'A' Reports of the two (2) prior Bridge Repair and Resurfacing Design Contracts.
  - (c) Plans and Supplementary Specifications from prior contracts. The documents listed above will be available for review in the Authority's Engineering Department during the review period. Consultants are strongly encouraged to review previous Phase 'A' Reports, Bridge Inspection Reports, and final Plans and Supplementary Specifications as part of their EOI preparation process.
2. The Consultant shall perform a hands-on field inspection of the current condition of the substructures and/or bearings on substructure elements of mainline, ramp and local road overpass bridges, viaducts, culverts, lighting and sign structures. An element is classified as a pier, abutment or sign structure. Underwater Inspection is not included in the scope of Services for this OPS. The entire structure shall be inspected even though an element is listed in the Bridge List. Refer to Appendix XVIII for list of bridges.
3. The field inspection is expected to require the use of ladders and under bridge snooper or high reach equipment. The Consultant shall ascertain the need for this equipment, identify the equipment to be used and where it will be used. Some of the bridges are longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection.
4. The hands-on field inspection shall determine the extent and condition of spalled and deteriorated concrete on piers, abutments, crib walls and sign structure foundations; large cracks in concrete; and tilted loose or defective bearings, including identifying candidate bearings suitable for replacement

with laminated elastomeric bearings. The field inspection shall also identify, locate and document any deficiencies such as structural steel and concrete deterioration of the superstructure, e.g., diaphragms, cross bracing, etc., which become apparent during the investigation, in addition to those listed in the bridge inspection excerpts. The Consultant shall maintain and furnish to the Authority digital photographs of any unusual conditions.

5. 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 Category A Repair Procedures. 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.
6. Where warranted, the Consultant shall investigate and assess related deck/joint deterioration adjacent to the repair area to evaluate cause and extent of the Miscellaneous Repair required. For example, deterioration of the backwall, which would be part of the Miscellaneous Repair program, should be investigated to determine if it extends into the header and joint area; or for example, extensive deterioration of substructure concrete due to water seepage should be investigated for related failed drainage structures. This information shall be brought to the attention of the Authority to coordinate with the Deck Program or evaluate the need and priority, due to severity and proximity, to perform repairs as part of the Miscellaneous Repair.
7. The Consultant shall investigate the feasibility of replacing the existing sliding plate or rocker type bearings with pot bearings, laminated elastomeric bearings or seismic bearings for a portion of the total defective bearings observed in the field. A seismic analysis is not required. Final repair recommendations shall consider life cycle costs of various repair options.
8. The Consultant shall evaluate the location of the deterioration and anticipated duration of repair with respect to the accessibility to site, including jacking or temporary support restrictions, obstructions or special consideration due to the proximity of utilities and/or drainage inlets, and geometric limitations affecting maintenance and protection of traffic (MPT) for both Parkway and local roadways, such as reduced or lack of shoulders or reduced Underclearance. Shoulder widths shall be field measured if it is determined that a contractor will be required to install construction barrier to perform work at any substructure element, either due to restricted shoulder widths or limited horizontal and/or vertical sight distances.

## **V. SPECIFIC REQUIREMENTS AND CONDITIONS - Submissions**

### **A. Phase 'A'**

1. Based on the visual inspection and the available construction budget, the consultant shall recommend structures for repair in order of priority. For consistency, the Consultant shall use the Turnpike Authority's Bridge Management System's Condition Inspection Manual, latest edition, for the condition rating of the individual elements. This list, which constitutes the Phase 'A' submission, shall identify the type of repairs proposed, repair locations and include a preliminary Engineer's Estimate. The list shall indicate any utilities, railroads, local roads or other similar pertinent information that may affect the performance of the work and required utility orders.
2. The Consultant, based on his investigations, shall identify the structures recommended for repair in order of priority, keeping in mind the available construction budget. This list, which constitutes the Phase 'A' Priority Repair List, shall systematically rank the structures identifying the type of repairs, repair severity, location and cost based upon a preliminary Engineer's Estimate.

3. Based on established seasonal restrictions, regional and local lane closing conflict criteria and number of anticipated construction cycles for each bridge, the consultant shall prepare a draft construction schedule that will be used to ensure that the structures selected for inclusion in the contract can be constructed within the contract schedule.
4. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph of each bridge selected discussing deficiencies, top deck condition highlighting recommended repairs, under deck condition, by panel highlighting repairs, basis for the recommended repair, an engineer's estimate, and a separate list of bridges recommended to be included in the contract which shall be based on the draft construction schedule. An appendix shall also be included that contains a minimum of two (2) photos of the typical deficiencies for each bridge in the Priority Repair List and of all bridges recommended to be included in the contract, with legible field notes for all bridges surveyed. The field notes shall depict relevant features such as locations of roadway, railroad, and stream crossings, and other information to aid locating spans in the field. A CD (or USB Flash Drive) and photo log shall be submitted containing all photos taken during the field investigation with photo location and photo description.
5. Nine (9) hard color copies and three (3) CDs of the Phase 'A' submission shall be submitted. The Miscellaneous Structural Repair and Bridge Deck Repair submissions shall be bound separately. Comments will be furnished to the Consultant within 10 working days.
6. The Priority Repair List shall contain a maximum of 25 bridges. The Authority's Project Engineer will conduct a two (2) day review of the Phase 'A' submission with the Consultant in the field after performing a submission review meeting. The purpose is to confirm the bridges to be included in further contract preparation and establish a rough scope of work. It is anticipated that the repairs will be performed in about 15 to 20 bridges. The number of bridges included in the contract may vary depending on the construction budget available. Bridges may be added or dropped from consideration during the duration of the OPS, depending on the needs of the Authority. If the scope of bridges to be repaired differs significantly from the Priority listed within the Phase "A" report, the Consultant shall submit a revised list of bridges to be included in the scope of the contract, with a revised cost estimate, within ten (10) working days of the Phase "A" field review.

#### **B. Maintenance Repair Bridge List**

1. Subsequent to the Phase 'A' submission, the Consultant shall prepare a list of bridges not included in the Priority Repair List that exhibit deterioration such as deck and header spalls or other deficiencies. The list is intended to be used for maintenance repairs by Authority forces. Portions of the identified work may be added to the construction contract as design progresses based on the engineer's estimate.

#### **C. Preliminary MPT Coordination Report**

1. Subsequent to the Phase 'A' submission, the Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, adjacent ramps and/or ramp structures, long duration stages, split shifts, detour routes or other requirements which necessitate preliminary review and guidance by the Authority's Operations Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.
2. Locations of taper points, including alternative points for work areas in which multiple cycles are planned will be included in the report. Aerial views of select work zones with mileposts, striping and

cone placement shall be included. Photographs or drawings depicting overhead sign text, and recommendations on covering, may be required to adequately address MPT.

3. For each work area proposed where seasonal restrictions currently exist, a traffic impact analysis may be performed to confirm or challenge the current seasonal restriction. Based on the proposed staging of work (weekly cycles with lane shifts vs. weekend cycles), the Consultant may be required to complete additional workzone traffic impact analysis using the Highway Capacity Manual, other AASHTO and FHWA guide publications or software models and Authority furnished link traffic volumes. Work shall be performed under the guidance of a Certified Professional Traffic Operations Engineer. The effort associated with this task will be charged to the “unanticipated services” portion of the OPS.
4. The Consultant shall present, by Stage, the work proposed by item quantities and cost. Complex stages may be identified to have transition MPT stages presented. Transition stages may require interim striping, additional State Police slowdowns and/or barrel closings.
5. Ten (10) hard copies and three (3) CDs of a Preliminary MPT Coordination report shall be submitted that includes a preliminary construction schedule, cross-sections and aerial views which convey the anticipated access needed to perform the proposed work.
6. The report shall be the basis of a review meeting with the Operation’s and/or Construction Department. Comments will be furnished to the Consultant within 15 working days.

#### **D. Phase ‘B’**

1. The Phase ‘B’ submission shall be in the form of 60% complete contract drawings, including details (95% complete repair scope of work drawings), a preliminary construction schedule and Engineer’s Estimate by Stage and/or HICC. Plans shall present new or proposed repair details. The plans shall indicate any utilities, railroads, local roads or other similar pertinent information that may affect the performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of each structure constraints and accessibility.
2. The Phase ‘B’ submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Qualified Product List (QPL). A list of known Unit Codes and Requested Unit Codes as per the Authority’s Manual for Unit Codes and Capex User’s Guide shall also be provided.
3. A Draft specification shall also be submitted as part of the Phase “B” submission.
4. All plans presenting work over railroads shall show the railroad right-of-way, track locations and rail owner’s track designation and milepost.
5. Ten (10) copies of the Phase ‘B’ plans, supplementary specifications, preliminary construction schedule and Engineer’s Estimate, by stage, if warranted, shall be submitted.
6. The Authority’s Project Engineer will conduct a field review of the Phase ‘B’ submission with the Consultant after the formal Phase “B” review meeting. The purpose is to confirm the proposed scope of work on the bridges to be programmed for repair. Comments will be furnished to the Consultant within 12 working days.
7. All required utility orders shall be prepared for processing by NJTA with the utility companies.

#### **E. MPT (Draft and Final) and Construction Schedule**

1. The Draft MPT submission shall include eight (8) copies of the preliminary traffic control plans, complete MPT specifications and Appendices. The Phase A construction schedule shall be updated/expanded to include backup computations and a draft Constructability Review Report by

qualified construction personnel. The Draft MPT shall be 95% MPT design complete for review by the Engineering Department. Comments will be furnished within 10 business days and shall be addressed for the Final MPT submission.

2. 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, temporary lane identification convention, allowable primary and supplemental lane closing hours and any stipulations required for each bridge. In identified complex cases, additional drawings depicting the installation and removal of the MPT devices for the construction staging shall be included.
3. The Consultant shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the Final MPT submission but no later than Phase 'C' submission. Approvals may be necessary from State, County and Local Engineering departments, police and school officials and Township Mayors and/or administrators, depending upon the complexity of the MPT or detour.
4. Seven (7) hard copies and two (2) CDs of the Final MPT plans and specifications shall be submitted to the Authority as indicated in the schedule for review by Operations Department. The Final MPT submission shall also include a second submission of the backup including man-hours and equipment hours incorporating comments from the Authority's review of the preliminary MPT submission.
5. A meeting will be scheduled with Operations for review. Comments will be furnished within 3 weeks or more and shall be addressed for the Phase 'C' submission as indicated in the design schedule.

**F. Phase 'C'**

1. The Phase 'C' submission shall include a Final Shoulder Pavement Assessment Report. The findings of the report identifying shoulders requiring improvement, and quantities, shall be incorporated within the Phase 'C' plan and specification documents.
2. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team.
3. The Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Road User Cost Manual. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
4. Thirteen (13) copies and three (3) CDs of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The estimate of quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer" column solely for use on bridges within the contract.

**G. Phase 'D'**

1. With the Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract (download at [http://www.njta.com/media/2933/ps\\_fiberfod.pdf](http://www.njta.com/media/2933/ps_fiberfod.pdf)).

2. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit the Post-Construction Program Design Checklist for Individual Projects with the Phase 'D' submission.
3. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, one (1) set of full size drawings, five (5) sets of 1/2 size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
4. The Consultant shall submit electronic copies of the final contract documents on a CD. Plans shall be submitted in both Microstation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's CAPEX/BIDEX bidding software.
5. Full size Phase 'D' plans, specifications and cost estimate shall be transmitted to the General Consultant under separate cover at the same time.

## **VI. Maintenance and Protection of Traffic**

### **A. Introduction**

1. The consultant shall develop detailed Maintenance and Protection of Traffic Plans and Supplementary Specifications. These plans in some cases may reference the standard drawings but in most cases must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers specified by mile post, lane shifts, signing and traffic device placement for each construction stage. The Consultant shall provide in the contract for the contractor to furnish and maintain an appropriate number of variable message signs and trucks with mounted attenuator (TMA). Pre and post lane closing Maintenance and Protection of Traffic plans will be required in merge or other unusual traffic pattern locations in order to convey the proper switching and installation sequence. The traffic staging shall take into account the traffic requirement that short-term lane reductions will be permitted in accordance with the lane closing tables outlined in the Traffic Manual. The exception to this is only for High Intensity construction cycles performed over weekends or weekly cycles as justified to complete work. Traffic shifts are not typically considered to have any impact on traffic capacity and therefore are not controlled by the short-term closing outlined in the Traffic Manual. The supplementary traffic specifications shall be set up to assign priority to mainline structures. An effort shall be made to concentrate the work in certain zones, thus reducing the length and the number of required lane closings. Work on ramp, U-turn or local road bridges shall be scheduled during separate phases. The preliminary construction schedule shall address each bridge in the project and detail each construction stage and cycle. The schedule shall reflect holiday and heavy traffic day restrictions as reflected in the Supplementary Specifications and the Traffic Manual.
2. The Supplementary Traffic Specifications (Division 800) shall make provisions for non-concurrent lane closings in same direction dualized roadways
3. The contract shall provide for the Contractor to furnish, install, maintain and remove Maintenance and Protection of traffic devices and to install, maintain and remove all lane and shoulder closings and traffic shifts.

### **B. Primary and Supplemental Lane Closings**

1. The consultant shall determine and outline in a table on the MPT plans for each bridge, in consultation with the Authority's Operations and Engineering Departments, the allowable lane closing hours and seasonal restrictions for each bridge based on the proposed construction stages, work volume, traffic tolerance and traffic patterns, if not provided for within the Traffic Manual.

2. A majority of the work requires the use of supplemental lane closings that are only permissible during certain off peak traffic periods. Off peak traffic periods are usually at night but will vary depending on location and as outlined in the Traffic Manual. The consultant shall work with the Operations Department and the Authority's Project Engineer to determine the allowable times for supplemental lane closings, if not provided for in the Traffic Manual. Supplemental lane closings are typically used for temporary construction barrier placement and removal, placement and removal of temporary line striping, milling and paving operations, catch installation and removal, debris removal, delivery of materials and other similar work items. The location of starting and ending points for line striping tapers for primary and supplementary lane closings shall be obtained from the Authority's Traffic Engineer or his designee for each particular construction stage and location.
3. Traffic protection cross sections shall be developed for each work phase. They shall indicate primary and supplementary lane closing configurations including width dimensions, placement of traffic protection devices and shall note line striping changes. Each cross section shall also represent original striping locations.

### **C. Traffic Shifts or Detours**

1. Virtually all roadways require the maintenance of all lanes during commuting hours. This may be achieved by the use of shoulders as a traffic lane. In special cases, traffic detours may be required. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guard rail raising or replacement, prior to use. Traffic shifts to the shoulders is usually accomplished by means of obliteration of the existing striping and the use of temporary striping. The consultant shall schedule pre-stage repair work in the shoulders as necessary. If traffic is shifted to the shoulders, the consultant shall specify milling and resurfacing to eliminate rumble strips and raised pavement markings.
2. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions where two or three side by side minimum 11.0 ft. wide traffic lanes cannot be maintained on mainline roadways. This condition will require advance approvals.
3. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions where ramp closures, weekend high intensity construction cycles (HICC) or traffic on milled decks are required to perform the proposed work. These conditions will require advance approvals.

### **D. Construction Sequencing and Construction Schedule**

- 1) Along with the detailed MPT plans and specifications the consultant shall develop a suggested, workable construction sequencing plan and construction schedule for each work area selected. In some cases the construction sequencing plan may be combined with the MPT plans. In more complex cases, separate drawings will be required. The work is carried out in stages during weekend, part weekly, or multi-week construction cycles in duration and is typically performed within single or multi-lane closings. Based on the construction sequencing plan and allowable lane closing times developed, the consultant shall quantify the duration of each construction stage. The consultant shall also determine the required number of weekend or part weekly cycles for each construction stage. Usually a limited number of construction cycles, preferably one, per stage is feasible or allowable due to seasonal or traffic operational restrictions. The exact duration is to be determined by the consultant based on the type and volume of work scheduled in each stage.
- 2) Work stages in traffic sensitive areas shall be of short duration, limited to weekends. Two to three day work cycles shall be considered. Depending on volume, additional work cycles may have to be considered.



- 3) Work required in center lanes, for long-term or overnight duration, shall be scheduled in conjunction with the left lane, providing two lanes of traffic can be maintained using the remaining available lane or shoulder as a traffic lane.
- 4) Concrete construction barrier shall be specified in conjunction with deck panel replacements and deck reconstruction. The use and placement of the concrete construction barrier shall conform to current New Jersey Turnpike Authority standards for Type 4 barriers. On bridges or viaducts exceeding 500 ft. in length, the concrete construction barrier may be placed non-continuous in individual enclosures provided the distance between the end of one enclosure to the temporary impact attenuator of the next enclosure is 200 ft. or more. Construction barrier layout and joint class is to be determined by the Design Consultant.
- 5) The Consultant shall have qualified construction personnel review the construction sequencing and construction schedule. After this review, the Consultant shall submit, as part of the Draft MPT and Construction Schedule Submission, backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule. The Authority will provide comments which shall be incorporated in the Phase 'C' submission.

**VII. Miscellaneous**

1. The Consultant shall perform computations to determine the quarter hour rate of Lane Occupancy Charges for work areas where contractor installed lane closings are not removed at the appropriate times using Road User Cost Manual. These computations shall be generated for single lane and multiple lane conditions, broken out between Interchanges, by direction and number of lanes, by Peak and Off-Peak Seasons on the Parkway.
2. The Consultant shall evaluate the standard joint hardware design and provide recommendations for possible improvement. Extensive details for new joint hardware shall be developed. The Consultant shall produce detailed drawings for each unique joint condition encountered and provide the most accurate dimensions possible. This will enable an expedited shop drawing production during the construction. The contractor will be responsible for verifying dimensions prior to joint fabrication. The joint details shall be developed utilizing all information available including as-built drawings and existing field conditions. The Consultant shall coordinate with the Authority's Operations Department and Project Engineer to utilize a combination of lane closings, shoulder closings and slowdowns to survey the existing field conditions.
3. The Consultant shall provide the Supplementary Specifications in the same format as the Standard Specifications (Refer to V.D.2). The Consultant shall coordinate sign, plan presentation and details, specifications and pay items with other Consultants to establish continuity between Contract Nos. P100.519, P100.520, and two (2) Turnpike Bridge Repair contracts, T100.517 and T100.518. Five (5) coordination meetings at the Authority's offices should be anticipated within the fee proposal. The schedule will be determined as design gets underway.
4. The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction in accordance with the Authority's DRAFT "Shoulder Pavement Assessment Procedure" which will be provided at notice to proceed. Consultant shall make recommendations to the Authority regarding pavement condition based on Structure Location, Average Daily Traffic, Daily Truck Traffic, Duration of Lane Shifts, Horizontal and Vertical curves in the work zone, Ramp restrictions, confirmed as-built information, drainage and field assessment based on the appearance of distress. The Consultant shall provide for \$30,000 in the Fee Proposal to propose, conduct and manage a shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling. Work shall not commence without approval by the Authority.
5. The Consultant shall evaluate the type of striping in each work zone to ensure that a compatible method of obliteration (i.e., black paint, etc.) temporary striping and permanent striping is specified.

6. The specifications shall state 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.
7. The Consultant shall develop "Smart Work Zone" plans and specifications as required by Operations in various MPT schemes where advance patron notification and alternate route advisories are required. The scope of these services shall be identified and paid for as an Unanticipated Service.
8. The Consultant shall use the "Guideline for Use of VMS Systems for Construction" in developing recommendations for use of the various types of permanent variable message signs, and in the preparation of details for portable variable message signs.
9. The Consultant shall make provisions for the re-establishment of the automatic traffic surveillance and control system detection loops and trunk cables, where affected.
10. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the Turnpike, 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.
11. The Consultant shall identify areas where roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
12. The Consultant shall prepare cost estimates, attend review meetings, and the contract bid opening. The Consultant shall analyze the bids and recommend the low bid for acceptance or rejection.
13. The Consultant shall estimate the effort required for shop drawing review based on the Contract requirements and include this in their Fee Proposal.
14. The Consultant shall provide 40 hours within the fee proposal to review available plans and conduct a field visit of the affected structures to identify work which will need to be advanced or coordinated with other regional transportation projects subject to the approval of the Authority.
15. The Consultant may use the services of a materials specialist firm as a subconsultant to assist in determining appropriate destructive and non-destructive testing and evaluation on an as-needed basis, based on recommendations made in the Phase A submission and with the prior written approval of the Authority. The Consultant shall provide for \$25,000 for the design program in the Fee Proposal. Scope of services shall be identified and paid for as an Unanticipated Service.
16. The Consultant shall prepare electronic files (in both Word and pdf formats) of the Supplementary Specifications that incorporates all accepted Addendum items. All Addendum items/changes that pertain to the Supplementary Specifications shall be depicted within the final documents in accordance with examples provided by the Authority.
17. The Consultant shall provide in the proposal additional hours based on the distribution given in the attached Staffing Schedule. These hours are for unanticipated services, including traffic impact analysis, smart work zone plan development and unanticipated hours and Construction Consultation, and Change of Plans. Work may only be undertaken subsequent to written authorization by the Authority's Project Engineer.
18. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. If not designated elsewhere in this RFEOI, signs denoting that unauthorized access is prohibited are posted at all gates where security keys must be signed out. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the

Authority's headquarters. Keys shall only be signed out for the bridges where active inspection or evaluation will be ongoing; the Consultant will not be permitted to sign out keys for locations where work is not currently active. The Consultant will be required to fill out and sign a key request form for each individual key and adhere to the Key Receipt Authorization Memorandum. The Consultant will be responsible for the key and for the corresponding locks for the area secured by the locks while the key is in their possession. Gates shall be locked at the end of each day. Individuals who sign for keys are responsible for performing a visual inspection of the area upon arrival to the bridge each day and immediately reporting any irregularities or breaches to their NJTA Liaison and to the Security Liaison. In case that suspected unauthorized access to an area is observed, the Consultant shall contact the NJTA Operations Department or State Police. The consultant shall not try to engage with personnel suspected of unauthorized access. Once the key is no longer needed, the individual who signed for the key shall return it to the Key Custodian and, if requested at the time of turn-in, the Consultant will receive a receipt for their records indicating the key has been returned. To ensure that all keys are returned by Consultants to the Key Custodian, the successful return of keys, or payment for replacement keys and locks, will be considered a condition of all OPS' involving the access to areas protected by the Bridge Security Fencing.

#### **VIII. GENERAL REQUIREMENTS AND CONDITIONS**

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual with the latest section updates, the 2016 Standard Specifications, 7<sup>th</sup> Edition, with the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, elevation, cross-section and detail presentations shall be to scale. A separate estimate of quantity table with quantities broken down by stages shall be shown for each bridge on the Construction Plan Sheet for that structure.
3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, Firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.
8. The CADD files shall be delivered in MicroStation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.njta.com/doing-business/professional-services/cadd-support>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall develop all plans in CADD format and provide the Authority with all MicroStation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The mini data cartridge media shall be of the 3M DC2120, XIMAT Format variety, and the CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.

10. The Consultant shall secure all necessary permits, flagging services, and post all required insurance with railroads and any other utilities. All Utility Orders, where required, will be performed under unanticipated services.
11. All inspection work on the NJ Turnpike shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work except as defined in item 14 below.
12. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance.
13. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.
14. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Specification Division 800 for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

**IX. PROGRAM FUNDING**

1. The total projected construction budget for Bridge Repair work under Parkway Contract No. P100.519 is approximately \$7.0 million, funded by the Maintenance Reserve Fund. Depending on budget allocations, this amount may fluctuate.
2. The total projected construction budget for Bridge Repair work under Contract No. P100.520 is approximately \$8.0 million funded by the Maintenance Reserve Fund. Depending on budget allocations, this amount may fluctuate.

**X. DESIGN OF CONTRACT No. P100.519 – PROJECT SCHEDULE AND DELIVERABLES**

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

**DESIGN SCHEDULE**

Award OPS No. P3729 .....	December 17, 2019
Anticipated start of work .....	January 14, 2020
Submittal of Design Schedule .....	January 14, 2020
Submittal of Phase 'A' repair priority list.....	March 25, 2020
Phase 'A' field review .....	April 1, 2020
Finalize Bridge Repair List .....	April 9, 2020
Submittal of Preliminary MPT Coordination Report.....	May 6, 2020
Preliminary MPT Coordination Report Review Meeting .....	May 27, 2020
Submittal of Phase 'B' construction plans .....	June 24, 2020
Phase 'B' review meeting .....	July 8, 2020
Submittal of Preliminary MPT Plans & Spec. – Engineering Review .....	July 28, 2020
Submittal of Revised MPT Plans & Spec. - Operations Review .....	August 5, 2020
Formal Review of MPT Plans & Specifications .....	August 26, 2020
Submittal of Phase 'C' Documents .....	September 17, 2020
Phase 'C' Review Meeting .....	October 7, 2020
Submittal of Phase 'D' Final Documents .....	October 29, 2020

**CONSTRUCTION SCHEDULE**

Date of Contract No. P100.519 Advertisement .....	November 12, 2020
Date for Receipt of Bids. ....	December 10, 2020
Award of Contract No. P100.519 .....	January 26, 2021
Notice to Proceed Contract No. P100.519 .....	March 9, 2021
Construction Completion Date .....	November 30, 2021
Emergency Repair Work Coverage.....	March 30, 2022

**DESIGN OF CONTRACT No. P100.520 – PROJECT SCHEDULE AND DELIVERABLES**

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

**DESIGN SCHEDULE**

Award OPS No. P3730 .....	December 17, 2019
Anticipated start of work.....	January 14, 2020
Submittal of Design Schedule .....	January 14, 2020
Submittal of Phase 'A' repair priority list.....	March 25, 2020
Phase 'A' field review .....	March 31 & April 1, 2020
Finalize Bridge Repair List .....	April 7, 2020
Submittal of Preliminary MPT Coordination Report.....	April 15, 2020
Preliminary MPT Coordination Report Review Meeting .....	May 6, 2020
Submittal of Phase 'B' construction plans .....	June 3, 2020
Phase 'B' review meeting.....	June 17, 2020
Submittal of Preliminary MPT Plans & Spec. – Engineering Review .....	July 8, 2020
Submittal of Revised MPT Plans & Spec. - Operations Review.....	July 15, 2020
Formal Review of MPT Plans & Specifications .....	August 5, 2020
Submittal of Phase 'C' Documents.....	August 26, 2020
Phase 'C' Review Meeting .....	September 16, 2020
Submittal of Phase 'D' Final Documents .....	September 29, 2020

**CONSTRUCTION SCHEDULE**

Date of Contract No. P100.520 Advertisement .....	October 7, 2020
Date for Receipt of Bids. ....	November 10, 2020
Award of Contract No. P100.520 .....	December 15, 2020
Notice to Proceed Contract No. P100.520 .....	February 10, 2021
Construction Completion Date .....	November 30, 2021
Emergency Repair Work Coverage.....	March 30, 2022

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

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

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



**SECTION V**  
**Staffing Schedule**  
**OPS No. P3730**  
**2020 DESIGN FOR 2021 CONSTRUCTION**

**CONTRACT NO. P100.520**

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<u><b>HOURS/TASK</b></u>											
<u><b>Classification</b></u>	<u><b>Phase A</b></u>	<u><b>MPT Coord. Report</b></u>	<u><b>Phase B</b></u>	<u><b>Preliminary MPT</b></u>	<u><b>Final MPT</b></u>	<u><b>Phase C</b></u>	<u><b>Phase D</b></u>	<u><b>Shop Dwg. Review</b></u>	<u><b>Const. Consult.</b></u>	<u><b>Unant. Hours</b></u>	<u><b>Total Hours</b></u>
Project Manager									50	50	
Project Engineer									75	250	
Engineer									75	350	
Drafting/CADD Tech.											
Surveyor											
PTOE											
<hr/>											
Total Hours									200	650	

## SECTION VI Compensation Basis

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

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

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

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

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

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

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

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



Given the potential for out of scope activities to arise during the performance of this OPS, the Consultant is directed to include a 10% contingency of the burdened labor fee for "If and Where Directed Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, Utility Work Orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, railroad flagging and inspection services, railroad and utility permits/insurance, rental cost for bridge inspection equipment, MPT costs, fuel and repairs for rented inspection equipment or 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, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the

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

## **DEFINITIONS**

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

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

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

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

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

## **STATE TREASURER REVIEW**

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

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

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

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

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

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

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation’s stock, and professional services corporations, including any officer or shareholder, with the term “officer” being defined in the same manner as in the regulations of the Election Law

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

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

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

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

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

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

protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.582:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Section. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS.

Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.

**Section XVII**  
**Diane B. Allen Equal Pay Act**

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

**Section XVIII**  
**Contract No. P100.519 (2021) – GSP Southern Bridge Repairs and Resurfacing**  
**Bridge List**

No.	Bridge No.	Bridge Name	No. of Spans	Known Deficiencies
1	9.2	Pedestrian Bridge over Parkway N/S (At Bayberry Drive)	5	Superstructure, Bearings
2	17.5N	Parkway N over Sea Isle City Blvd. (CR 625)	1	Deck, Substructure, Superstructure
3	17.6S	Parkway S over Sea Isle City Blvd. (CR 625)	1	Deck, Substructure, Superstructure
4	25.4S	Parkway N over Roosevelt Boulevard (CR 623)	3	Deck, Substructure, Superstructure
5	28.9	US Route 9 (New Road) over Parkway N/S	4	Superstructure
6	30.0S	Parkway Ramp 30SBX over Parkway S	1	Deck, Superstructure
7	30.0N	Parkway Ramp 30SBX over Parkway N	1	Deck Superstructure
8	81.4	Parkway N/S over Toms River	1	Deck, Substructure, Superstructure
9	104.5SI	Parkway SBI over West Park Avenue	3	Superstructure
10	106.4A	Parkway Ramp 105SNIE E1 over Parkway Ramp 105SBX E6	3	Deck, Deck Joints
11	108.7NO	Parkway NBO over Pine Brook	3	Superstructure, Barrier
12	110.9SI	Parkway SBI over Normandy Road and NAD Earle RR	4	Deck, Deck Joints, Superstructure
13	115.9NO	Parkway NBO over Telegraph Hill Road	3	Deck
14	118.8	Lloyd Road (CR 3) over Parkway NBO, NBI and SBI	5	Deck
15	119.9	Matawan Road over Parkway SBI, SBO, NBI, and NBO	7	Deck
16	119.3NI	Parkway NBI over Matawan Creek	3	Superstructure, Bearings
17	120.7	Cliffwood Avenue (CR 6A) over Parkway SBI, SBO, NBI and NBO	8	Deck, Deck Joints
18	121.5SI	Parkway SBI over Cheesequake Park Road	1	Deck, Barrier
19	121.5SO	Parkway SBO over Cheesequake Park Road	3	Superstructure, Bearings
20	121.7NO	Parkway NBO over Cheesequake Park Road	3	Superstructure, Bearings
21	124.4NI	Parkway NBI over Bordentown Avenue (CR 615)	3	Deck, Deck Joints, Barrier
22	124.4NO	Parkway NBO over Bordentown Avenue (CR 615)	3	Deck, Substructure, Barrier
23	124.5SO	Parkway SBO over U.S. Route 9	4	Barrier
24	124.6NI	Parkway NBI over U.S. Route 9	2	Deck, Deck Joints

**Section XVIII**  
**Contract No. P100.520 (2021) – GSP Northern Bridge Repairs and Resurfacing**  
**Bridge List**

No.	Structure No.	Bridge Name	No. of Spans	Known Deficiencies
1	128.1N	Parkway N over US Route 9 SB and US Route 9 SB and NJDOT Ramp M	2	Approach pavement
2	128.7S	Parkway S over US Route 9 SB	1	Deck
3	132.2	Oak Tree Road (CR 604) over Parkway N/S	2	Deck, Bearings, Substructure
4	136.2	Parkway N/S over Central Avenue WB (CR 613)	1	Deck
5	138.2	Parkway N/S over Myrtle Street	1	Bearings
6	139.5	Parkway N/S over Michigan Avenue (CR 617)	1	Deck, Substructure
7	142.0	Vaux Hall Road (CR 630) over Parkway N/S	2	Deck, Substructure
8	143.2A	Parkway Ramp 142NBE F over Mill Road	1	Deck, Bearings
9	145.3	Pedestrian Bridge over Parkway N/S (at Delmar Place and Argyle Terrace)	6	Deck, Superstructure (Steel), Substructure (Steel)
10	147.0F	Sussex Ave over Parkway Ramps 145NBX/SBX/NBE/SBE	2	Deck, Superstructure (Steel), Substructure
11	147.3	Pedestrian Bridge over Parkway N/S and N Oraton Parkway SB (at New Street)	3	Deck
12	147.9	JFK Drive NB over Parkway N/S	2	Deck, Superstructure (Steel), Substructure
13	149.9	Liberty Street over Parkway N/S	2	Deck, Superstructure (Steel), Substructure
14	150.3A	Parkway Ramp 150NBE over Third River	1	Approaches, Deck, Superstructure (RC), Bearings, Substructure
15	152.8	West Passaic Avenue (CR 622) over Parkway N/S and Third River	3	Superstructure (Steel), Substructure
16	153.8N	Parkway N over Third River	1	Deck joints, Superstructure (RC), Bearings
17	154.1N	Parkway N over Parkway Ramp 153SBX B	3	Deck, Deck Joints, Superstructure (Steel), Bearings
18	155.4	Van Houten Ave (CR 614) over Parkway N/S	4	Deck, Superstructure (Steel), Bearings
19	156.1A	Parkway Ramp 154SBX over Parkway Ramp 154SBE & NJ Route 19 (CR 509 & Broad Street)	9	Deck, Superstructure (Concrete), Substructure
20	157.2N	Parkway N over Getty Avenue	1	Deck Joints, Superstructure (Steel), Bearings
21	157.4N	Parkway N over Curie Avenue	1	Bearings
22	158.8S	Parkway S over US Route 46	4	Deck, Deck Joints
23	158.9N	Parkway N over US Route 46	4	Approaches, Deck, Deck Joints
24	159.3N	Parkway N over Mola Boulevard	3	Superstructure (Steel), Substructure
25	159.5S	Parkway S over NYS&W RR and Wallace Street	3	Deck, Superstructure (Steel), Bearings

<b>No.</b>	<b>Structure No.</b>	<b>Bridge Name</b>	<b>No. of Spans</b>	<b>Known Deficiencies</b>
26	159.6N	Parkway N over NYS&W RR and Wallace Street	3	Approaches, Top of Deck, Deck, Superstructure (Steel)
27	160.2	Parkway Ramp 159SBE A over Parkway N/S	4	Deck, Substructure, Superstructure
28	160.2B	Parkway Ramps 159NBX C and Ramp B over Parkway Ramp 159SBE X	2	Deck, Superstructure
29	163.9N	Parkway N over E. Midland Avenue	3	Bearings
30	166.3	East Glen Avenue (CR 82) over Parkway N./S	5	Substructure
31	170.1N	Parkway N over Glen Road (CR 92)	3	Deck