

August 11, 2020

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. A3816  
2020 CULVERT INSPECTIONS**

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

Profile Code(s)	Description(s)
D280R	Bridges, NBIS Program, Routine
A265	Roadway Storm Water Collection Systems

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 Disabled Veteran Owned Business Enterprises (DVOBs) as subconsultants. The project goal is 3% DVOB participation to New Jersey Businesses ( see Section VII) of the Attachment to the Expression of Interest for the program provisions.

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

This solicitation is for professional services required to inspect and prepare Culvert Inspection Reports for forty-eight (48) non-NBIS (National Bridge Inspection Standards) culverts, with span lengths between 5 to 20 feet, on the New Jersey Turnpike (Turnpike) and Garden State Parkway (Parkway) roadways. Thirty-five (35) culverts are being inspected as recommended in the previous cycle inspection (2017) and thirteen (13) require first cycle inspections of as they have been added to the inventory since the 2017 inspections. The Consultant shall be responsible for conducting the inspections, recording the inspection data and results into the Authority's proprietary software provided by Bentley "AssetWise Asset Reliability Inspections" (aka InspectTech), and generating Culvert Inspection Reports. The Consultant shall also provide Final Deliverables including a Priority Ranking Assessment, updating the Authority's 2017 Culvert Inspection Guide, and other related deliverables.

### **Project Description**

This assignment is an interim inspection cycle which targets a sub-set of the inventory focused on those assets that were recommended for monitoring or were added to the inventory since the previous inspection cycle (2017). The inspection is of forty-eight (48) non-NBIS culverts, on the New Jersey Turnpike (Turnpike) and Garden State Parkway (Parkway) roadways. Thirty-five (35) culverts to be inspected in this assignment include select previously inspected culverts with a “poor”, “fair”, or “satisfactory” condition rating, and/or designated with a deficiency category E “monitor.” Additionally, thirteen (13) non-NBIS culverts requiring a first-cycle inspection are also included as they have been added to the inventory since the 2017 inspections.

The Consultant shall be responsible for conducting the inspections, recording the inspection data and results into the Authority’s proprietary software provided by Bentley “AssetWise Asset Reliability Inspections” (aka InspectTech), and generating Culvert Inspection Reports. The Consultant shall also provide Final Deliverables including a Priority Ranking Assessment, updating the Authority’s 2017 Culvert Inspection Guide, and other related deliverables.

Project background materials (culvert inspection reports, etc.) will be available for review electronically through the Authority’s Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Sima Jasani via e-mail at [jasani@njta.com](mailto:jasani@njta.com) . The subject line should read “OPS No. A3816, Secure File Sharing Site Information.”

### **Staff Qualification**

Key project personnel shall possess relevant training and experience demonstrating 1) successful completion of effective scheduling for National Bridge Inspection Standard (NBIS) inspection of large groups of routine bridges and report submittals and 2) FHWA SI&A and Element Level Inspection data input and updating capabilities. Project Managers, Team Leaders, and Assistant Team Leaders must meet the requirements outlined in the “Qualifications of Key Bridge Inspection Personnel” document on the Authority’s website at <http://www.njta.com/doing-business/njta-bridge-inspect-program> under the heading “Bridge Inspection Program” and as summarized on the NJTA Bridge Inspection Qualification Summary Form QAF3 – Quality Assurance Audit: Technical Managers Qualifications Review Checklist (QAF3 Form). The QAF3 form will be included as a reference file on the Secure File Sharing Site. These factors will be critical elements in the selection process.

### **EOI Submission Requirements**

**As a precaution against the spread of COVID-19, the Authority is temporarily suspending the requirements to submit hardcopies of the EOI. To be considered for these services, qualified Firms or prequalified Joint Ventures need to submit one copy of their EOI in PDF format through the Authority’s Secure File Sharing site, and shall contain the following:**

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

The Letter of Interest shall summarize the following information.

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

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

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

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

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

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

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

The Firm shall identify the Team Leaders, Inspectors 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).

A completed **NJTA Bridge Inspection Qualification Summary form** detailing certifications of proposed staff shall be submitted. A copy of this form will be available via the Authority's Secure File Sharing Site.

**The Consultant shall identify the specific Team Leaders and inspectors per Team, within their EOI Submission.**

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

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

**Understanding of the Project**

The Firm shall provide information to demonstrate that they fully understand the overall objective of the project and why the Authority is undertaking the assignment. This may include discussions providing background

information on the need for the project, its affect on the Authority's facilities, and impact on the overall transportation network. Firms should demonstrate specific first-hand knowledge of the location affected by the project and the long-term effects the project has on the Authority, its patrons, or other relevant issues.

#### Understanding of the Authority's Needs

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

#### Reasonableness of Staffing Estimate

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

#### **e. Approach to the Project**

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

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

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

#### Commitment and Ability to Perform the Project

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

#### Outstanding Work with the Authority

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

#### **g. Commitment to Quality Management**

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

**h. Attainment of Sub Consulting Goals**

The Authority has adopted a Disabled Veteran Owned Business Enterprise Program (the DVOB Program). Under the program, Firms interested in submitting an Expression of interest and Fee Proposal/Expression of Interest/Technical and Fee Proposal agree to make a good faith effort to award at least three (3) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise.

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

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager and each Key Project team member**, (a maximum total of seven) 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.

A completed **NJTA Bridge Inspection Qualification Summary form** detailing certifications of proposed staff shall be submitted. A copy of this form will be available via the Authority's Secure File Sharing Site.

4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one page. 11"x17" fold out sheet is acceptable.
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.

**As a precaution against the spread of COVID-19: in lieu of a notary public, the Authority will accept the following statement on the Affidavit of Eligibility/Disclosure of Material Litigation form above the signature line: "I certify, under penalty of perjury under the laws of the State of New Jersey, that the foregoing is true and correct". Hardcopy, signed and notarized forms will be required to be submitted at the request of the Authority.**

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

EOIs that are incomplete may not be considered.

**The required forms referenced in Items 6 through 14 above can be found on the Authority's website: [www.njta.com](http://www.njta.com) under *Doing Business, Engineering Professional Services, 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 State of New Jersey 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 five (5) pages, **Resumes**, a maximum of seven (7), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are not permitted (except one 11"x17" sheet for the Project Schedule).

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

- Organization Chart
- Detailed Estimate of Man/Work Hours
- NJTA Bridge Inspection Qualification Summary Form
- 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/DVOB 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 eighteen (18) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

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

**Firms that are interested in being considered for these services must submit one (1) copy of the Expression of Interest in PDF format, to be received by the Authority no later than 10:00 a.m. on Tuesday, September 1, 2020. Expressions of Interest will be accepted through the Authority's Secure File Sharing site. Requests for access to this site shall be sent to Sima Jasani, PE, Project Engineer, Highway Design of the Engineering Department at [jasani@njta.com](mailto:jasani@njta.com), no later than 10:00 a.m. on August 28, 2020 with the subject line "OPS No. A3816, Secure File Sharing Site EOI Submission Access."** A response with information on how to access the secure work space will be provided via e-mail no later than 12:00 p.m. on August 31, 2020. Expressions of Interest uploaded after 10:00 a.m. on September 1, 2020 will not be considered. Hard copies will **not** be accepted.

### Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Sima Jasani, P.E., Project Engineer, Highway Design, New Jersey Turnpike Authority, via e-mail to [jasani@njta.com](mailto:jasani@njta.com). **The deadline for inquiries is August 18, 2020.** The Authority will respond to all written inquiries received. **Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's website under *Doing Business, Current Solicitations* on or before August 25, 2020.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any

modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

**Consultant Selection**

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

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

<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	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority*	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

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

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

**Order for Professional Services  
 (OPS)**

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website ([http://www.njta.com/media/2928/ps\\_agreement\\_4\\_v5-17-2017.pdf](http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf)), the RFEOI, the EOI,



as well as the selected Firms submitted Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

Attached please find additional information regarding EOI and project requirements.

Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF: SKJ: baw  
Attachments

c: J. L. Williams  
L. T. Malak  
S. K. Jasani  
Review Committee  
File

**Supplemental Information**  
**Regarding EOI and Project**  
**Requirements**  
**Dated August 11, 2020**  
**for**  
**Order for Professional Services No. A3816**  
**2020 Culvert Inspections**

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

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SECTION I  
Prequalified and Eligible Consultants

AECOM Technical Services  
Arora and Associates, P.C.  
ATANE Engineers, Architects and Land Surveyors, P.C.  
Atkins North America, Inc.  
Boswell Engineering  
Buchart-Horn, Inc.  
CDM Smith Inc.  
CHA Consulting, Inc.  
Churchill Consulting Engineers, PC  
CME Associates  
Dewberry Engineers Inc.  
French & Parrello Associates, P.A.  
Gannett Fleming, Inc.  
Greenman-Pedersen, Inc.  
Hardesty & Hanover, LLC  
HNTB Corporation  
IH Engineers, P.C.  
Johnson, Mirmiran & Thompson, Inc.  
KS Engineers, P.C.  
LS Engineering Associates Corporation  
M&J Engineering, P.C.  
McCormick Taylor, Inc.  
Michael Baker International, Inc.  
Mott MacDonald LLC  
MP Engineers, P.C.  
NAIK Consulting Group, P.C.  
Paulus, Sokolowski and Sartor Engineering, PC  
Pennonni Associates, Inc.  
Pickering, Corts & Summerson, Inc.  
Remington & Vernick Engineers  
Stantec Consulting Services, Inc.  
STV Incorporated  
T&M Associates  
T.Y. Lin International  
TranSystems Corporation  
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 its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

#### **Dissemination of Information**

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

#### **News Releases**

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

#### **Public Records**

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

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

Posted .....	August 11, 2020
Deadline for Inquiries .....	August 18, 2020
Posted Responses to Inquiries .....	August 25, 2020
Submittal of Expressions of Interest .....	September 1, 2020
Request for Cost Proposal, if notified (anticipated) .....	September 25, 2020
Recommendation to Award OPS .....	October 27, 2020
Notice to Proceed .....	December 2020
Completion of assignment (anticipated) .....	September 2021

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

This assignment includes the inspection and preparation of Culvert Inspection Reports for non-NBIS culverts with span lengths between 5 and 20 feet that were recommended for monitoring or were added to the inventory since the previous inspection cycle (2017). The inspection is of forty-eight (48) non-NBIS culverts, on the New Jersey Turnpike (Turnpike) and Garden State Parkway (Parkway) roadways. Thirty-five (35) culverts to be inspected in this assignment include select previously inspected culverts with a “poor”, “fair”, or “satisfactory” condition rating, and/or designated with a deficiency category E “monitor.” Additionally, thirteen (13) non-NBIS culverts requiring a first-cycle inspection are also included as they have been added to the inventory since the 2017 inspections. The Consultant shall be responsible for conducting the inspections, recording the inspection data and results into the Authority’s proprietary software provided by Bentley “AssetWise Asset Reliability Inspections” (aka InspectTech), and generating Culvert Inspection Reports. The Consultant shall also provide Final Deliverables including a Priority Ranking Assessment, updating the Authority’s 2017 Culvert Inspection Guide, and other related deliverables.

**Refer to Sub-Section VII “List of Culverts” below for the list of culverts to be inspected.**

### **I. GENERAL**

1. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the inspection. The Consultant shall become familiar with Authority procedures, presentation and coordinating requirements for the effective performance of the project.
2. It will be the Consultant’s responsibility to bring to the attention of the Authority, in the Request for Expression of Interest, or during preparation of the Expression of Interest, any errors, omissions or non-compliance discovered in this “Scope of Services” section. By neglecting to do so, the Consultant will be responsible to make any resulting scope of services changes without additional compensation.
3. For the purpose of this Request for Expressions of Interest, the terms "Consultant" and/or "Firm" which are used throughout these documents, shall not only mean the Engineering Firm, but also joint venture consultants and/or subconsultants retained by the Engineering Firm for this assignment.
4. The Consultant must perform a QA/QC review prior to all submittals. The Consultant shall allow for a minimum two (2) week review period by the Authority for each Draft Report submission. It is expected that Draft Report shall be submitted in bundles for review, on an ongoing process. The Consultant may, at their own discretion, proceed during the Authority’s review period on selected areas of the submitted report. However, any delays caused by the Authority’s review process shall not be sufficient reason for additional compensation. Comment resolution must be complete prior to the Final Report submission.
5. It is specifically noted herein that the deliverables review process is intended to be a review of the documents in a general manner only. Review submissions and comments shall not be construed as a comprehensive review or detailed checking of the Consultant's work by the Authority or its representatives. It remains the Consultant’s professional responsibility to design and prepare the documents in accordance with proper engineering criteria and sound professional engineering judgment. The Consultant is completely responsible for all documents, reports, supporting documentation, etc., that they prepare and it remains their responsibility to ensure the integrity of the documents and their work.
6. Consultant’s Project Manager - The Consultant's Managing Principal and the Consultant's Project Manager assigned to this project shall possess a valid New Jersey Professional Engineers license and shall not be

removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The Consultant shall also present to the Authority, for approval, appropriate personnel to be assigned for the position vacated.

7. The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.
8. 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.
9. The Consultant shall retain legal responsibility for all culvert inspection work, which shall in general follow the latest standards including all the applicable codes and regulations governing the inspection and practices of the Authority.
10. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this OPS.
11. The Consultant shall not assign this OPS, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
12. **Invoicing Requirements** – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. A3816. 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 will not be processed before the progress report for that month's activities have been submitted. Invoices shall be submitted and received by the Authority's Engineering Department within 15 calendar days of the end of each billing period. Standard reporting forms will be utilized as per the NJTA Procedures Manual.

The Consultant will be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project, which will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this RFEOI.

13. The Consultant shall notify the Authority's Liaison Engineer immediately, if and when the percent fee expended exceeds the project percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations on how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs above and beyond the authorized fee.
14. The Consultant shall furnish specialized equipment as needed to perform inspections. Reimbursement for special inspection equipment shall be approved in advance, and will be made as a direct expense.
15. Reimbursement for any additional cost incurred by the Consultant due to circumstances beyond the control of the Consultant shall be approved by the Authority's Liaison Engineer. The Authority's Liaison Engineer will have sole discretion in determining if circumstances, and therefore compensation for additional work and expenses, are beyond the control of the Consultant.



## II. PROJECT COORDINATION

### A. NJTA Coordination:

1. The Consultant shall coordinate its activities with Authority personnel throughout the course of this Order for Professional Services (OPS). Early on, the Consultant will establish a means of coordinating and reporting its activities with the designated project liaison to ensure an expeditious exchange of information. The Authority shall be informed of all meetings with other agencies, government officials and/or groups so that Authority personnel can attend if necessary.
2. All correspondence, invoices and transmittals for the project shall be referenced by the Authority's Order for Professional Services Number.
3. Submission Schedule, Managing work and Progress – The Consultant shall submit a culvert inspection submission schedule which includes but may not be limited to the following fields: Inspection Date, Draft Report Submission, Comment Resolution, Final Report Submission, and Final Acceptance in InspectTech. The initial schedule shall be presented by the Consultant at the Kickoff Meeting. The Consultant's Project Manager shall keep the Authority's Liaison engineer informed of progress, and shall submit weekly updates of the submission schedule.
4. The Consultant shall submit the names of the personnel in the inspection teams, along with their resumes and NHI training certificates, for approval by the Authority. The Consultant shall complete the QAF3 forms. The Authority's Liaison Engineer shall have the right to approve the number, qualifications and performance of the Consultant's personnel and to have the Consultant remove any such personnel from the project who are not approved or licensed/certified as required, or who fail to perform satisfactorily. The Consultant shall not remove approved personnel assigned to the project without the written approval from the Authority. Certificates shall be in PDF format with the following naming convention: "Firm Last First # year" ("ABC Smith Jane 130092 2012.pdf"). For acceptable Non-NHI courses such as the PennDOT thirteen (13) day bridge inspection course, use "Firm Last First #Equiv year" ("Bridge Associates Johnson Edward 130055Equiv 1999.pdf"). All files shall be submitted in one general folder or directory, not broken up into folders/subfolders. Certificates and completed QAF forms shall be submitted at the kick off meeting.
6. **Milestone Meetings** – The schedule for meetings, key milestones/interim milestones, etc. shall be established upon NTP, and shall be monitored/updated as is necessary. It is anticipated that the Consultant, at a minimum, shall conduct and/or participate in the following project milestone meetings: kickoff meeting; Technical Manager's InspectTech and Report refresher training session; pre-inspection meeting; post inspection assessment and results; priority ranking assessment (3 meetings – requirements gathering, draft deliverable, final recommendations). These meetings are expected to occur at the Authority's Engineering Department offices.

**Status Meetings** – It is anticipated that the Consultant will be required to conduct monthly project status meetings throughout the duration of the project. Status meeting will primarily occur via conference call, or may on occasion be held at the Authority's Headquarters Building. The Consultant shall prepare brief Minutes for all Meetings within 5 business days, and shall submit the Minutes for review and approval.

7. The Consultant shall work in harmony with any and all entities that have been and may be retained by the Authority for this project. The Consultant is responsible to the Authority for the work of its subconsultants.
8. Contract Coordination – Through coordination with the Authority's Design Liaison Engineer, the Consultant shall identify Authority projects (in planning, design, and construction phases) which are

within proximity and which may impact this project. The Consultant shall harmoniously coordinate with these contracts to ensure objectives are met for both contracts and for the Authority.

B. Quality Management

Immediately following Notice to Proceed, the Consultant shall submit a Project-Specific Quality Control/Quality Assurance (QA/QC) Plan for Authority's approval which clearly explains how its firm-wide Quality Management Program translates into the quality process for this assignment. The QA/QC Plan shall identify credentialed QA/QC personnel and their roles and explicitly outline measures to be followed throughout the duration of the assignment, including the management of subconsultants and their work. The Consultant is entirely responsible for the quality of submittals in this inspection assignment, and will be monitored by the Authority on a continued basis for adherence to the approved QA/QC Plan. Should it be determined that incomplete or erroneous reports are being submitted, then the Consultant will be required to convene a meeting with the Authority to review the deficiencies and propose an action plan to bring the reports to established standards.

The Authority's Bridge Inspection Program Technical Manager Consultant (Technical Manager) will be involved at a high level to ensure accuracy, consistency and completeness in inspection data collection and entry, inspection report format and content. The Technical Manager will conduct unscheduled field audits for compliance of inspection personnel and procedures, review of select draft inspection reports and limited audits of Bentley (InspectTech) data entry. A kickoff meeting will be scheduled with the Consultant, the Authority's Liaison Engineer and the Technical Manager to discuss inspection procedures, personnel, report format, inspection forms, schedule and submittals.

C. Other Agency/ Entity Coordination

If access to any culverts are required from outside the Authority's right-of-way, the Consultant shall obtain any necessary permits from state and/or other agencies (i.e. – Occupancy Permits, etc.).

**III. REGULATIONS AND GUIDELINES TO BE FOLLOWED, BUT NOT LIMITED TO:**

A. New Jersey Turnpike Authority (NJTA)

NJTA Standard Specifications, 2016  
NJTA Design Manual  
NJTA Standard Drawings  
Manual for Traffic Control in Work Zones  
NJTA Procedures Manual  
NJTA Culvert Inspection Guide 2017

B. Structure Nomenclature/Inspection Methodology

**Federal Highway Administration (FHWA)**

Bridge Inspectors Reference Manual, December 2006  
Culvert Inspection Manual, 1986, FHWA-IP-86-2  
National Bridge Inspection Standards, 23 CFR Part 650, January 2005

**American Association of State Highway/Transportation Officials (AASHTO)**

Manual for Bridge Evaluation, 2<sup>nd</sup> Edition with 2016 Interims  
Manual for Bridge Element Inspection  
Roadside Design Guide, 2011

**Occupational Safety and Health Administration (OSHA)**

Commercial Diving Operations Standards, 29CFR Part 1910 Subpart T

**NJDOT**

Bridge Element Inspection Manual, Revision 1, February 2015.

Underwater Inspection and Evaluation of NJ Bridges Guidelines Manual, June 1994 Edition with August 2008 Revisions.

C. Concrete Deficiencies

**American Concrete Institute (ACI)**

Guide for Conducting a Visual Inspection of Concrete in Service, 2008, ACI 201.1R-08

E. Structure Inventory and Appraisal

**Federal Highway Administration (FHWA)**

Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges, December 1995, FHWA-PD-96-001, and Errata Sheet, March 2004

**New Jersey Department of Transportation (NJDOT)**

Recording and Coding Guide for Structure Inventory and Appraisal of New Jersey Bridges, 2003 Edition with May 2008 Interim Revisions

**IV. GENERAL REQUIREMENTS AND CONDITIONS FOR WORK PERFORMED**

- A. The Consultant shall obtain a traffic permit prior to performing any work on the Authority's Right of Way.
- B. All team leaders shall notify the Authority and the Technical Manager of their location via email on a daily basis. Email template shall be discussed at the kick off meeting.
- C. The Consultant shall provide traffic control in accordance with the current edition of the New Jersey Turnpike Authority Manual for Traffic Control in Work Zones, for inspection work along the New Jersey Turnpike and Garden State Parkway. The Consultant shall also provide traffic control on local and state roads in accordance with the governing agency's requirements, if required. Reimbursement for furnishing traffic control devices and shoulder/lane closings will be made as a direct expense.
- D. Inspection work on the Turnpike and Parkway 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 Traffic Protection (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 for TCC below.
- E. Short duration shoulder closings necessary for the inspection work shall be provided and maintained by the Consultant. Short duration shoulder closings shall conform to applicable Standard Drawing.
- F. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project and for fueling of the TMAs. 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.

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

## V. SPECIFIC PROJECT SERVICES

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

### 1) RESEARCH

- a. Review previous cycle Culvert Inspection Reports prior to performing Inspections, to obtain an understanding of the features and their conditions.
- b. Identify the AsBuilt Contracts for original construction and all major alterations done to the culvert. Record contract type and dates in the Inspection Reports (NBI 27 & NBI 106, Contract History sheet). Upload relevant AsBuilt sheets to InspectTech as reference drawings.

### 2) CULVERT INSPECTION GUIDE UPDATES

- a. Update the NJTA 2017 Culvert Inspection Guide, to bring the document in line with current Inspection Report format. Create additional sections to enhance the current document and eliminate sections that are no longer applicable, as required. Consultant will be provided the previous inspection guide in word document format, for use in updating. This task shall be completed prior to performing inspections, unless otherwise directed.

### 3) INSPECTIONS

- a. Perform in-depth inspections utilizing non-destructive methods. The inspection shall include the overall condition, culvert barrel, culvert appurtenances, waterway, scour protection, adjacent slopes, roadway over culverts and safety features. Extensive high-resolution photographs shall be taken to document conditions and substantiate findings. The inspection shall consist of visual, tactile, and necessary non-destructive probing to ascertain the culvert physical condition.
- b. **INSPECTION TEAMS – The Consultant shall identify the number of Inspection Teams, as well as the specific team leaders and inspectors per Team, within their EOI Submission.** To ensure a consistent approach, the Inspection Teams shall meet with the Authority's Liaison Engineer to discuss the approach, provide samples of Inspection checklists, field note sheets, lessons learned from previous Inspections, etc. before the inspections commence.

- c. **CONFINED SPACE ENTRY REQUIREMENTS –**
- i. The Team Leader and Inspector shall attend a training course for confined space inspections, and submit evidence of training certification to the Authority. Firms such as Leading Edge Safety and Health, LLC, (732) 223-7800, offer training course on safety of confined space entry.
  - ii. The appropriate requirements (OSHA, etc.) and techniques (radios, specialized breathing equipment if/where required, etc.) for culverts deemed as confined spaces shall be followed during the inspection. Environmental conditions (weather, tide, etc.) shall be monitored to ensure inspections are conducted in a safe manner.
- d. **MEASUREMENTS –**
- i. The Consultant shall obtain the longitude and latitude coordinates of all first cycle inspection culvert locations. The Consultant shall verify the longitude and latitude coordinates obtained from previous Inspection Reports to validate the previous entry. The need for extensive survey is not anticipated; the use of a GPS device is acceptable.
  - ii. Distortion identified within the culvert barrel shall be measured and recorded. The Consultant shall perform hand-measurements of all deformation sections identified within the culvert barrel. Measurements shall be taken and the data shall be recorded in the Distortion Measurements Sketch, which will be included in the Inspection Report. Extensive survey is not required. The format shall follow what is included in the 2017 Culvert Inspection Guide.
- e. The Consultant shall be responsible for informing the Authority's Liaison Engineer of any non-NBIS culverts discovered during the course of this OPS which are not included within the current inventory. After discussion and approval, newly found culverts shall be inspected and added to the Authority's inventory. For estimating purposes for this proposal, Consultants shall only estimate the cost of work for the culverts listed in this proposal. Payment for inspection of newly identified culverts will be paid under "Unanticipated Services" after prior written approval of associated effort.

#### 4) **INSPECTION REPORTS**

- a. **INSPECTTECH –** The Culvert Inspection Reports are generated from the Authority's proprietary software provided by Bentley "AssetWise Asset Reliability Inspections" (aka InspectTech). It is a requirement and expectation that the Consultant shall have some prior knowledge with utilizing and inputting data into the Authority's InspectTech Program. The Consultant will be responsible for inputting their inspection data into the InspectTech system and generating the Culvert Inspection Report. The Consultant shall request from the Authority read/write access for Culvert data input. The Consultant shall obtain access to the Authority's InspectTech system through the internet web address.
- b. **REPORT FORMAT–**
- i. The Consultant shall verify the previous inspection cycle data which has been entered, and shall update any data if required/warranted.
  - ii. Culvert Inspection Reports shall generally follow the 2019 template format. A sample report has been posted to the Authority's Secure File sharing site along with other project reference and materials. The majority of the document pages shall be generated in InspectTech through the standard forms and report sections. Other pages (Soundings, Aerial Map Sketch, Distortion Measurements Sketch) shall be generated outside the program and inserted as additional sections.
  - iii. **Report Sections –** The Report shall have the following sections. All are generated in InspectTech unless otherwise noted\*:
    - Cover

- Table of Contents
- General Information
- Conclusions and Recommendations
- Contract History
- Miscellaneous
- Approach/Roadway 1 thru 4
- Culvert (Pipes)
- Culvert (Box)
- Waterway/Channel
- Photographs
- Element Inspection
- Soundings\*
- Underwater Inspection\* (if required)
- Aerial Map Sketch\*
- Distortion Measurements Sketch\*
- Checklist

- iv. Photographs – Photographs shall be uploaded onto InspectTech with captions, in the following order.

GENERAL: Inlet and Outlet Elevations, Approach Roadways, Interior Barrel (include one typical photo of the original section, and all widened sections), Roadway/Berm over culvert (from each end, and the median areas where applicable), Upstream and Downstream Channel, Junction Box and/or Construction Collars within culvert barrel (where applicable), and other unique features observed for the culvert.

Culvert appurtenances (headwall/wingwall) and channel protection countermeasure photos shall be included. Adjacent drainage features shall also be included.

DEFECT: All repairable defects (critical and non-critical) must have a photo for each location in order of the field notes. However, only defect photos need to be included in the report and it should be the worst condition noted (up to 3 locations max) if multiple locations exist with similar defect types. Deformation should be clearly visible in photos where this defect exists. Photos of siltation/blockage within the culvert barrel and adjacent channel shall be included.

WORK DONE: Work done photos shall be included within the defect photos.

EQUIPMENT AND MPT: Special equipment or MPT used during the inspection.

Photographs are required for all defects with Category A or B repairs recommended; typical/worst photos can be included in the report with reference to other locations in the description.

Deficiency quantities (e.g. 20 SF of concrete is hollow sounding) and location shall be included in the caption. The photo date shall be recorded upon upload and reflect the actual date the photograph was taken.

Although not all photos will be included in the Report, the Consultant shall take photos of every repairable defect and upload onto the InspectTech database. Photos not included in the Inspection Report will also be useful for scoping of culvert rehabilitation/repair contracts and the description shall contain the element and defect shown at a minimum.

Deficiencies noted in reports shall be cross referenced to photos taken which depict that deficiency.

If construction/improvements are underway at a culvert location, the Consultant shall provide photos of the areas under construction.

The digital camera to be used shall have a minimum resolution of four (4) mega pixels.

c. **AUTHORITY DEFICIENCY CATEGORY DEFINITIONS –**

To identify the severity of the deficiencies and prioritize the necessary repairs to help in planning for future Maintenance Force and Contract improvements, the deficiencies and conditions noted in the inspection reports shall be identified within one of the following Authority stipulated repair categories below.

**CATEGORY A**

Deficiencies that require prioritized attention with prompt notification given to the Authority. Conditions discovered at the time of inspection which constitute an impairment to the ability of the culvert to function in the safe capacity it was designed for and/or pose a potential safety concern to the travelling public.

For such findings, a Category A report is prepared and issued based on urgency and criticality.

**A1 (Emergency)**

Critical findings in the culvert which, if not repaired immediately, may require closing the roadway, or a portion thereof, and could lead to a total collapse of the structure; or, a defect found at any ancillary structural asset determined as an immediate safety hazard to the traveling public.

**A2 (Priority)**

Major defects noted which are recommended for necessary repair in the near future as they pose a potential safety concern to the travelling public, or could lead to significant roadway restriction or partial collapse of the structure.

**A3 (Non-Structural)**

Issues noted which are recommended for repair before or within the next regularly scheduled contract as they pose a potential safety concern to the travelling public.

**Guide Rail**

Damage or significant corrosion noted to guide rail elements which traverse over the culvert location and/or are within the roadway approaches, which require repair in the near future are reported by the issuance of a Guide Rail Type Category A Report.

**CATEGORY B** “Contract Work”

Deficiencies noted that are recommended for repair by an annual Culvert Rehabilitation/Repair Contract or Specialized Repair Contract as part of the Authority’s Capital Budget Program.

**CATEGORY D** “Maintenance”

Deficiencies noted which can be repaired most expeditiously by the Authority’s Maintenance Department.

**CATEGORY E** “Monitor”

Noted deficiencies or conditions that are considered actively developing and may be recommended for contract work, but require monitoring until the condition has been remedied. This monitoring would involve an increased inspection frequency and/or level of detail through routine or interim inspections.

Further information can be found in the Authority Deficiency Category Definitions on the Authority's website at [https://www.njta.com/media/4595/njta\\_deficiency\\_category\\_definitions\\_v61219.pdf](https://www.njta.com/media/4595/njta_deficiency_category_definitions_v61219.pdf).

The Consultant shall assist the Authority in developing detailed guidelines for specific Authority Deficiency Category Definitions for culvert deficiencies. See “SPECIFIC PROJECT SERVICES - #6 NJTA MISCELLANEOUS DELIVERABLES” sub-task below.

**d. SUBMISSIONS –**

- i. The Consultant shall submit a draft report and final report, for each culvert location. The Consultant shall prepare Comment Responses to all comments received on the draft reports, and shall obtain concurrence on their responses prior to the final report submittal.
- ii. An initial group of three (3) culvert locations will be chosen as the pilot draft report submittals. The Consultant shall prepare and submit the pilot locations first, and shall incorporate comments received on the remaining culvert inspection reports.
- iii. It is anticipated that the Consultant shall submit draft inspection reports for review in batches. The draft report submittal schedule will be developed in conjunction with the Authority Design Liaison.
- iv. Hard copies of reports are not required to be submitted. Final culvert inspection reports shall be submitted as PDF files on CDs, DVD, flash drive or other acceptable media. Each of the reports shall be named “(GSP or TPK)\_(MP #)\_Final-Report\_(date of submittal).pdf”. Examples include “GSP\_111.5\_Final-Report\_191122.pdf.” All reports shall be placed together in one folder or subfolder set up specifically for culvert inspection reports only.

**5) PRIORITY RANKING ASSESSMENT**

- a. Consultant shall provide a recommended priority ranking of the inspected culverts. The ranking list is meant to assist the Authority in determining which culverts are in the worst condition and the recommended order of addressing the culverts for future rehabilitation/repairs.
- b. Consultant shall develop a quantitative ranking/rating approach and system to prioritize the inspected culverts. The ranking system should include factors such as condition, carried feature type, location, regional location, etc. Deliverables shall include a prioritized list, summary matrix, and report/memo documenting the Consultant's approach and developed system.

**6) NJTA MISCELLANEOUS DELIVERABLES**

- a. Authority Deficiency Category Definitions for Culverts - The Consultant shall assist the Authority in developing guidelines for specific Authority Deficiency Category Definitions targeted for culvert deficiencies. These shall be incorporated into the Authority Deficiency Category Definitions document.
- b. NJTA eGIS DATA – This data shall be gathered, and provided to the Authority in excel spreadsheet



format for incorporation into the Authority's eGIS System. Consultant shall note that data input into InspectTech can generally be extracted in excel format. Authority needs for eGIS shall be discussed at the kickoff meeting and/or pre-inspection meeting.

### **UNANTICIPATED SERVICES**

As the work proceeds, there may be certain services of a special nature, or Unanticipated Services, which cannot be completely identified at this time. In order to fully support the Authority without undue delays, the Consultant shall make an allowance of 10% contingency of the burdened labor fee for "Unanticipated Services" in their Fee Proposal. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

Possible unanticipated services may include but are not limited to:

- Inspection of newly identified non-NBIS culverts
- Design services for Category A deficiencies and High Priority Repairs which are deemed critical. Depending on the recommended repair, the Consultant may be required to perform hydraulic analyses and obtain the appropriate permits required to complete the design.

### **VI. REFERENCE MATERIALS AVAILABLE**

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

- 1) Culvert Inspection Reports – Previous Cycle Inspections
- 2) Culvert Inspection Report Sample – using 2019 Template
- 3) First Cycle Inspection Locations
- 4) Culvert Inspection Guide 2017
- 5) NJTA Bridge Inspection Qualification Summary Form
- 6) Miscellaneous Forms – QAF3 Audit

**VII. LIST OF CULVERTS**

Asset Name	Road Carried	Features Intersected	Inspection Date	Culvert Dimensions	Number of Main Spans	Length of Barrel
MP 160.4	Parkway S/N	Pehle Brook	12/06/2017	73" x 55"	1	309
MP 171.75N	Parkway N and Summit Avenue	Unnamed Waterway	02/15/2018	66" Diameter	1	330
MP 113.44B	Parkway SBO Berm (Ramp 114NBX Infield)	Nut Swamp Brook		60" Diameter		425
MP 116.74	Parkway NBI/NBO	Flat Creek	08/24/2017	66" Diameter	1	240
MP 119.85	Parkway SBO/SBI/NBI/NBO	Matawan Creek Tributary	08/23/2017	66" Diameter	1	2470
MP 12.80N	Parkway N	Deep Creek	07/13/2017	8' x 6.5'	1	72
MP 12.90S	Parkway S	Deep Creek	07/13/2017	8' x 6.5'	1	72
MP 127.9A	Parkway Ramp 127SBE and NJ Route 440	Unnamed Tributary		102" CMP		348
MP 127.9B	Parkway S/N and Ramp MD	Unnamed Tributary		72" CMP		173
MP 131.2N	Parkway N	South Branch of Rahway River	08/25/2017	15' x 7.17'	1	82
MP 135.0	Parkway S/N and Ramp MD	Unnamed Tributary		6' x 6.8'		242
MP 137.5	Parkway S/N and Ramps 136SBE/136NBE	Rahway River Tributary		4'-11" x 5'-0"		503
MP 139.7	Parkway S/N	Unknown Tributary				81
MP 14.85N	Parkway N	Uncle Aarons Creek	07/13/2017	6.0' x 5.0'	1	70
MP 141.3	Parkway S/N, Ramp 140NBX, Route 22 WB, and Route 22 EB	Unnamed Tributary		60" Diameter		
MP 154.5	Parkway S/N	Unnamed Tributary		60" Diameter		
MP 156.2	Parkway S/N, Ramp 154 SBX, and Ramp 155NBX	Unnamed Tributary		84"		530
MP 160.3	Parkway S Berm	Pehle Brook		60" Diameter		
MP 160.5	Parkway Toll Parking Lot	Pehle Brook		65" x 40"		
MP 160.8	Parkway S/N	Saddle River Tributary		73" x 55"		
MP 162.8	Parkway S/N	Tributary to Sprout Brook	12/07/2017	73" x 55"	1	226
MP 164.1	Parkway S/N	Delford Brook	12/07/2017	106" x 73"	1	260

Asset Name	Road Carried	Features Intersected	Inspection Date	Culvert Dimensions	Number of Main Spans	Length of Barrel
MP 164.4	Parkway Berm (Int. 165)	Unnamed waterway	12/08/2017	60" diameter	1	752
MP 165.6	Parkway S/N	Unnamed Waterway	12/08/2017	106" x 73"	1	282
MP 167.5	Parkway Ramp 168NBX and Washington Avenue	Unnamed Waterway	12/13/2017	106" x 73"	1	129
MP 17.20N	Parkway N	Mill Creek	07/19/2017	12' x 8'	1	74
MP 17.21S	Parkway S	Mill Creek	07/19/2017	12' x 8'	1	76
MP 170.85N	Parkway N and Ramp NBX Montvale Service Area	Unnamed Waterway	01/11/2018	106" x 73"	1	145
MP 170.85S	Parkway S and Ramp SBE Montvale Service Area	Unnamed Waterway	01/11/2018	106" x 73"	1	345
MP 19.05N	Parkway N	Devauls Creek	07/20/2017	9.0' x 6.0'	1	68
MP 19.07S	Parkway S	Devauls Creek	07/19/2017	9' x 6'	1	76
MP 3.9A	Parkway Ramp 4NBE	Unknown Tributary		48" x 60"		
MP 33.6	Parkway S/N	Unnamed Waterway	11/14/2018	60" diameter	1	326
MP 58.7A	Parkway N	Trib. to Shardsmill Branch	07/12/2017	72" Diameter	1	104
MP 7.08	Parkway N/S	Gravelly Run	07/12/2017	60" Diameter	1	176
MP 85.61	Parkway N/S	Toms River Tributary	07/25/2017	65" x 40"	1	308
MP 89.76S	Parkway S	Cedar Bridge Branch	07/20/2017	65"x40" CMP, 72"x54" RCP	1	170
MP 89.78N	Parkway N and Int. 89 Service Road N	Cedar Bridge Branch	07/20/2017	65"x40" CMP, 72"x54" RCP, 10' Rigid Frame	1	194
MP 98.78S	Parkway S	Hurley Pond Tributary	06/29/2017	60" Diameter	1	240
MP 19.46	Turnpike NS/SN	Unnamed waterway	07/12/2017	66" Diameter	1	208
MP 21.20	Turnpike NS/SN	S Branch of Woodbury Creek	07/12/2017	10' x 8'	1	213
MP 21.97	Turnpike NS/SN	Woodbury Creek	07/13/2017	10' x 10'	1	182
MP 23.75	Turnpike NS/SN	Tributary to Big Timber Creek	07/13/2017	10' x 10'	1	161
MP 25.41	Turnpike NS/SN	Beaver Brook	07/18/2017	12' x 10'	1	216

<b>Asset Name</b>	<b>Road Carried</b>	<b>Features Intersected</b>	<b>Inspection Date</b>	<b>Culvert Dimensions</b>	<b>Number of Main Spans</b>	<b>Length of Barrel</b>
MP 38.50	Turnpike NS/SN	Parkers Creek	06/29/2017	66" Diameter	1	248
MP 96.89	Turnpike NSO/NSI/SNI/SNO	Marsh Creek	07/31/2017	10' x 6'	1	345
MP N5.56D	Bayview Avenue (Caven Point Road)	Utility Tunnel	10/13/2017	7' x 4'	1	107
MP P2.57	Turnpike PEW/PWE	Unnamed Waterway	07/27/2017	2 @ 66" Diameter	2	469

**SECTION V**  
**Staffing Estimate**  
 OPS No. A3816:  
 2020 Culvert Inspections

Hours/Tasks								
Classification (ASCE-Grade)	Task 1: Research	Task 2: Culvert Inspection Guide Updates	Task 3: Inspections	Task 4: Inspection Reports	Task 5: Priority Ranking	Task 6: NJTA Misc Deliverables	Task 7: Project Management / Meetings	Total Hours
Project Manager ( PVII )								
Team Leader ( PVI )								
Inspectors ( PIV )								
Junior Engineer ( PIII / PII )								
CADD Technician (ET-4 / ET-5)								
Other-Specify ( )								
Other-Specify ( )								
Total Hours								

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

**\* Unanticipated Services – Consultant shall make an allowance of 10% contingency of the burdened labor fee in the Fee Proposal**

## **SECTION VI** **Compensation Basis**

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

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

The Sealed Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.80, based on a 10% allowance for profit and an overhead rate of 154.5%, the individual Firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable for direct salaries times a multiplier not to exceed 2.80. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation or Final Negotiated Fee Proposal. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

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

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

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

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

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

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

Direct expenses shall include only mileage, required printing of Final Deliverables, 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 field office and the job site and return. 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 advanced by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

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

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

**SECTION VII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SUBCONSULTING PROGRAM**

Small Business Enterprise Program

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

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

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

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

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

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

Disabled Veteran Owned Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Disabled Veteran Owned Business Enterprises (DVOBs) as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department



of Treasury ("Treasury") in N.J.A.C. 17:14-1.1 have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, or (2) demonstration of a good faith effort to meet the goal of awarding at least three(3) percent of the total value of the OPS to. During the RFP portion of this procurement, as part of the fee negotiation process, Firms must submit proof of their subconsultants DVOB registrations. In the event that a Firm cannot comply with the goal set forth above, prior to the time of 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 DVOB participation during the course of the OPS pursuant to NJAC 17:14-4, the Consultant shall submit evidence of DVOB participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed DVOB 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 DVOB 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. The Consultant shall attempt to locate qualified potential DVOBs;
2. The Consultant shall consult the DVOB Database if no DVOBs are known to consultant;
3. The Consultant shall keep all documentation of its efforts, including the names of businesses contacted and the means and results of such contacts; and
4. The Consultant shall provide all potential subcontractors with detailed information regarding the specifications.

**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 of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and

employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

### **STATE TREASURER REVIEW**

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](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 thereunto, are made a part of this OPS. In providing any aid, benefit, or service on behalf of the Authority pursuant to this OPS, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this OPS, the Consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the Consultant agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.



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

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

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