

August 28, 2020

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3826
DESIGN SERVICES FOR CONTRACT NO. T100.580
REPLACEMENT OF TURNPIKE STR. NOS. E112.95A AND E112.95B**

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

Profile Codes	Descriptions
A090	Bridges: New
A250	Fully Controlled Access Highways
A252	Complex Interchanges

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 codes 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 for Contract No. T100.580, which will provide for preliminary and final engineering design, other ancillary activities and services required for the replacement of:

- Structure No. E112.95A - Turnpike Int. 17 Ramp NET, Turnpike NSE/SNE, Int. 16E/17 Ramps T, Y, PQ, and Paterson Plank Road (CR 681)
- Structure No. E112.95B - NJ Route 3 over Turnpike Int. 17 Ramp N

Project Description

The New Jersey Turnpike Authority's 2020 Capital Improvement Program provides for the implementation of necessary improvements of Authority assets that will promote highway safety and efficiency by providing for the facilitation of travel on the New Jersey Turnpike and Garden State Parkway. The New Jersey Turnpike's Interchange 17 toll plaza ramp Structure Nos. E112.95A and E112.95B have been determined to require structural replacement as well as operational improvements. Professional engineering services are required for preliminary and final design for the replacement of Structure Nos. E112.95A and E112.95B. Due to the existing framing and geometric alignment not meeting the current NJTA standards, staged reconstruction is not an option. It is anticipated that the new structures will be built off-line on a new alignment and span arrangement. The Consultant shall review latest bridge inspection reports and studies, review as-built drawings, and repair contracts in the Authority's Bridge Inspection and Management System (InspectTech), and perform inspections of the bridges and other impacted facilities and features.

The scope of services to be performed under preliminary engineering phase shall include Data Collection, Study and Analysis of geometric/structural schemes, Alternative Analysis and Impact Assessment, and Preliminary Design. The final design services will include the preparation of: traffic analysis report, environmental investigations/studies, Environmental Impact Statement/Environmental Assessment in accordance with Executive Order No. 215; complete bid and construction contract documents, utility orders; right of way documents if required and necessary efforts to comply with executive order No. 172 requirements (public hearing) if required. The services also require the development of project schedules, cost estimates and spending plans, as well as other ancillary activities for the completion of this assignment. Details pertaining to the required services are contained in Section IV of this Solicitation for Expressions of Interest.

The scope of work also includes post design services including shop drawing review, and construction consultation among other similar tasks.

Project background materials will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure workspace will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEIO notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Prayag J. Sayani via e-mail at sayani@njta.com. The subject line should read "OPS No. T3826, Secure File Sharing Site Information."

Staff Qualifications

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

- Prior experience and knowledge in preparing alternative analysis, roadway design, and studies of this nature for similar major high volume expressways.
- Thorough knowledge of environmental permitting including experience in evaluating environmental impacts associated with bridge reconstruction, widening and replacement projects.
- Thorough knowledge of the use of commercially available deck systems, including but not limited to Exodermic, Inverset, Precast Panels, Precast and Cast-in Place Grids, Cast-in-Place Concrete; and accelerated construction techniques as well as maintenance and protection of traffic procedures, limitations and requirements. All concrete shall be HPC.
- Thorough knowledge of application of conventional and accelerated construction for bridge replacement and superstructure replacement projects.
- In depth familiarity with closing of traffic lanes for construction, implementation of lane shifts or detours, positioning of concrete construction barrier, use of impact attenuators, use of trucks with mounted attenuators and use of variable message signs.
- Preparation of construction contracts of this nature for major bridges carrying similar high volume expressway facilities, including maintenance and protection of traffic requirements and procedures.
- Knowledge of contractor's employment of equipment and manpower along with production rates for scheduling the

various repair operations.

- Construction engineering expertise essential for establishing accurate cost data encompassing current construction techniques, scheduling and economic factors, to the fullest extent possible, as well as design standards and specifications.
- The Consultant's Project Engineer responsible for the alternative analysis and studies and contract documents shall meet the following minimum qualification criteria: (1) 10 years of full time experience, acceptable to the Authority, involved in conceptual design, alternatives analysis, preliminary engineering & final design associated with bridge reconstruction, and replacement. Five years of experience shall have been spent full time in the capacity of Project Engineer relating to multi-lane expressway facilities, as outlined in detail above and (2) registered as a Licensed Professional Engineer in the State of New Jersey.
- The Consultant's Managing Principal, the Consultant's Project Manager and all Consultant's subconsultant Project Managers 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.

All listed firms that can provide a committed, fully experienced staff typically consisting of a Project Manager, Project Engineer, geotechnical engineer, environmental permitting experts, surveyor and right-of-way expertise, utility personnel, drainage design, lighting design, construction engineer, and drafting/CADD technician to provide the services described herein, are encouraged to submit an EOI. The firm must demonstrate prior successful completion of assignments having at least the same magnitude of complexity for similar high traffic volume, multi-lane expressway facilities.

EOI Submission Requirements

As a precaution against the spread of COVID-19, the Authority is temporarily suspending the requirement 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 delivered via email to sayani@njta.com and santiago@njta.com, which must contain the following:

1. **Letter of Interest** not exceeding seven (7) single-sided, letter-sized pages with minimum 1-inch borders and minimum font 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 actually performed by the Firm and its relevance to the proposed assignment. It shall identify the Firm's office(s) the work was performed from, the date (time frame) the services were performed, magnitude and cost of the project, and contact/reference information for each project listed.

b. Experience of the Project Manager on Similar Projects

The Firm shall identify the Project Manager that will be assigned to the project and identify the individual's education, credentials and work experience. The Firm should discuss the proposed Project Manager experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the 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. Project Engineer and Key Personnel's Qualifications and Relevant Experience

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

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

e. Approach to the Project

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

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

g. Commitment to Quality Management

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

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

The Authority has adopted a 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 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, Project Engineer, and each Key Project team member**, (a maximum total of 7) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule shall be one page (11x17 fold-out is acceptable).

6. **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 Form** (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 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 fourteen (14), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed seven (7) pages, **Resumes**, a maximum of seven (7), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are permitted for the project schedule only.

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

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

The aforementioned fourteen (14) page limitation shall be increased to a maximum of nineteen (19) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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

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

Expressions of Interest must be submitted no later than 12:00 PM on Friday, September 18, 2020. Consultants will be fully responsible for the electronic delivery of their EOIs. Late EOIs will not be considered. Consultants shall confirm receipt of their EOI via email to sayani@njta.com and santiago@njta.com or 732-750-5300, extension 8217.

Inquiries

Inquiries pertaining to this RFEOI are to be directed by email to Prayag J. Sayani, Ph.D., P.E, Project Engineer. **The deadline for inquiries is 12:00 PM, September 03, 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 September 07, 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

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

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

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

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested only after the RFP stage of this procurement, from the intended Awardee(s) only. This will include the combined CH. 51/Executive Order 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), and the P.L. 2005 c. 271 Vendor Certification and Political Contribution Disclosure Form (Rev: 02/07/2006 DPP c271

C&D) completed by each business entity all of which will be transmitted to the intended Awardee(s) by the Authority via mail or fax and are to be returned to the Authority within five (5) business days.

Order for Professional Services
(OPS)

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website (https://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf), the RFEOI, the EOI, the RFP as well as the selected Firms submitted Technical Proposal and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

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

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF: PJS: ms
Attachments

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

Supplemental Information
Regarding EOI, and Project Requirements
Dated August 28, 2020
for
Order for Professional Services No. T3826
Design Services For
Replacement of Turnpike Str. Nos. E112.95A and E112.95B

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

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SECTION I
Prequalified and Eligible Consultants

Profile Codes A090, A250, and A252

AECOM Technical Services
Arora and Associates, P.C.
Atkins North America, Inc.
Boswell Engineering
Buchart-Horn, Inc.
CDM Smith Inc.
CHA Consulting, Inc.
Dewberry Engineers Inc.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
IH Engineers, P.C.
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
Malick & Scherer, P.C.
McCormick Taylor, Inc.
Michael Baker International, Inc.
Mott MacDonald LLC
NAIK Consulting Group, P.C.
Parsons Transportation Group, Inc.
Pennonni Associates, Inc.
Pickering, Corts & Summerson, Inc.
Stantec Consulting Services, Inc.
STV Incorporated
T.Y. Lin International
TranSystems Corporation
Urban Engineers, Inc.
Van Cleef Engineering Associates, LLC
WSP USA Inc.

SECTION II Administrative and Agreement Information

Professional Corporation

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

Signatures

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

Incurring Costs

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

Addendum to EOI Solicitations

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

Acceptance and Rejection of EOIs and Proposals

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of the obligations of 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	08/28/2020
Deadline for Inquiries	09/03/2020
Posted Responses to Inquiries	09/07/2020
Submittal of Expressions of Interest	09/18/2020
Request for Technical and Sealed Fee Proposals	10/05/2020
Submittal of Technical Proposals	10/26/2020
Notify Consultant of Need for Presentation	11/09/2020
Presentation.....	11/13/2020
Recommendation to Award OPS	12/22/2020
Notice to Proceed	02/12/2021

DESIGN SCHEDULE

Award OPS No. T3826	12/22/2020
Anticipated start of work.....	2/15/2021
Submittal of Design Schedule.....	2/22/2021
Submittal of Draft - Preliminary Design Report	6/18/2021
Review Meeting- Draft Preliminary Design Report.....	7/9/2021
Submittal of Final - Preliminary Design Report	9/10/2021
Review Meeting- Final Preliminary Design Report.....	10/1/2021
Phase 'A' Submission	11/12/2021
Phase 'A' review meeting.....	12/3/2021
Finalize Bridge Replacement Alternative	12/10/2021
Submittal of Preliminary Design Plan and Report (Pre-Phase B)	1/14/2022
Pre-Phase B Review Meeting	2/4/2022

Phase 'B' Submission	4/22/2022
Phase 'B' review meeting.....	5/13/2022
Submittal of MPT Plans & Specifications- Operation Review	6/17/2022
Formal Review of MPT Plans & Specifications	7/11/2022
Phase 'C' Submission	9/30/2022
Phase 'C' Review Meeting	10/25/2022
Submittal of Phase 'D' Final Documents	11/30/2022

CONSTRUCTION SCHEDULE

Date of Contract No. T100.580 Advertisement	12/8/2022
Date for Receipt of Bids	1/19/2023
Award of Contract No. T100.580	2/21/2023
Notice to Proceed Contract No. T100.580	4/14/2023
Construction Completion Date	To Be Determined

SECTION IV Scope of Services

The Consultant will account for all project needs in their EOI/Technical Proposal and Fee Proposal. The Consultant is expected to submit EOIs based on the information presented herein, available reference material and sound professional engineering judgment and experience.

The scope of services to be performed shall be as generally set forth below.

Preliminary Design:

- I. Data Collection
 - a. Collect aerial mapping and previous area surveys available
 - b. Prepare Environmental Screening with Constraints Map including
 - i. Creation and submittal of a Jurisdictional Determination Application and Plans to the US Army Corp of Engineers
 - ii. Perform a preliminary Hazardous Material Screening assessment
 - iii. Perform Cultural and Archeological preliminary assessment
 - c. Traffic Analysis
 - i. Collect existing traffic and accident data
 - ii. Coordination with NJTA Maintenance and Operations
 - iii. Perform initial traffic analysis and assessments for Int. 17 Ramp NET
 - d. Utility and Right-of-Way
 - i. Identify existing utilities above and below ground, establish owner contacts and verification of facilities
 - ii. Establish existing right-of-way through tax maps and available deed information
- II. Study and Analysis
 - a. Roadway
 - i. Geometric design concept for a best fit alignment for the new Int. 17 Ramp NET, Str. Nos. E112.95A and E112.95B
 - ii. Develop preliminary typical sections
 - iii. Assess applicable lane tapers, transitions, safety/roadside design measures, sight distance, access and staging concepts
 - b. Structures
 - i. Evaluate alternatives for the replacement of Structure Nos. E112.95A and E112.95B in sufficient detail as to identify the operational and capacity characteristics of each alternative
 - ii. Identify ancillary structures that may be impacted by the new ramp alignment such as sign structures, retaining walls, ITS facilities, etc.
 - iii. Perform desktop level geotechnical assessment utilizing available published information
- III. Alternative Analysis and Impact Assessment Summary
 - a. Perform an alternative analysis of feasible solutions with advantages and disadvantages
 - b. Develop an alternative matrix for comparison
 - c. Provide a recommendation of the preferred alternative to advance to final design
 - d. Prepare a Preliminary Design Report

Final Design:

- a. Develop the recommended alternative to final design.
- b. Develop Construction contract documents per NJTA Design & Procedures Manual.

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

A. GENERAL

1. All services provided by the Consultant shall be performed in accordance with the current versions of the Authority's Design Manual, Standard Drawings, Sample Design Plans, CADD Standards (including any pertinent modifications required for the Program), Standard Specifications 7th Edition, the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority and are also available on the Authority's website.
2. Due to the nature of this improvement project, it is understood that the strict implementation and adherence to Authority Standards may unnecessarily complicate and expand the intent of this project. Any additional deviations and/or exceptions to these Standards, for whatever reason, which the Consultant would like to recommend shall be presented to the Authority for consideration at the Kickoff Meeting.
3. Complete bid and contract documents including the plans, supplementary specifications and Engineer's Estimate, shall be prepared for this project. The Construction Contract No. T100.580 shall include the design for the replacement of the new ramp Str. Nos. E112.95A and E112.95B.
4. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations for all aspects of this project. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
5. The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEI and subsequent Request for Proposal, the terms "Consultant" and/or "Firms" which are used throughout these documents shall not only mean the Engineering Firm, but also Joint Ventures and/or sub-consultants retained by the Engineering Firm for this assignment.
6. It is specifically noted herein that the document review process by the Authority or its representatives is intended to be a review of the documents in a general manner. Review submissions and comments shall not be construed as a comprehensive review or detailed check of the consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment.
7. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

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

8. The Consultant will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedure Manual. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.
9. It will be the Consultant's responsibility to bring to the attention of the Authority, in the Expression of Interest, or during preparation of the Expression of Interest, Fee Proposal, any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible for making any resulting design changes without additional compensation.

10. 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.
11. The Consultant shall also present to the Authority for approval appropriate personnel to be assigned for the position vacated.

B. PROJECT COORDINATION

1. NJTA Coordination

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

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

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

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

- b. The Consultant may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary to effectuate the completion of work items. The Consultant will give adequate notification of all meetings to Authority through the Authority's Design Liaison when required. High level meetings will be attended by the Authority as required. Other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Consultant. The Consultant will prepare, in a timely manner, all memoranda of meetings attended with copies to the Authority, and others as appropriate. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.
- c. The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.
- d. 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.

2. Other Agency Coordination

The Consultant will be required to contact and meet with representatives of Hudson County, Township of North Bergen, Town of Secaucus, NJDOT, PANYNJ, environmental permitting agencies, and/or utilities to review and determine all necessary project requirements, permits and coordination. The Consultant will be required to coordinate with environmental permitting agencies, including but not limited to United States Army Corps of Engineers (USACOE), New Jersey Department of Environmental Protection (NJDEP), Hudson-Essex-Passaic Soil

Conservation District, etc., as required to complete the necessary permit applications for the project.

The Consultant shall coordinate with all stakeholders of the project having jurisdiction during all phases of design and NJTA shall be notified for all coordination activities. The Consultant shall prepare minutes of all meetings attended and transmit copies to the Authority's Project Engineer. The Consultant is responsible for the preparation of displays, Exhibits and other presentation materials deemed necessary for these meetings.

The Consultant shall engage the public and communicate Project information as required. The Consultant will be required to use all available resources to communicate Project information including, but not limited to, broadcast and print materials, variable message signs. The Consultant, working closely with the Authority, will perform public involvement and communications and shall prepare all materials, presentations, and any other media required for communicating Project information to all interest persons, groups and government organizations.

The Consultant shall confirm with all stakeholders of the project that all necessary project permits are obtained, and all necessary project requirements are satisfied before advertising.

Phase "B" and Phase "C" contract documents shall be provided to each owner having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.

The Consultant shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the Final MPT submission but no later than Phase 'C' submission. Approvals may be necessary from State, County and Local Engineering departments, police and school officials and Township Mayors and/or administrators, depending upon the complexity of the MPT or detour.

C. STRUCTURE DESCRIPTION

Str. No. E112.95A, carrying the Turnpike Interchange 17 ramp NET over New Jersey Turnpike NSE/SNE, Int. 16E/17 Ramps T, Y, PQ and Paterson Plank Road. This structure was built in 1963 as part of Contract R-120 in the 1962 Improvement, which eliminated five original Toll Plazas: 16N, 16S, 17E, 17W, and 18, and constructed the new 16E / 18E complex with independent northern connection Plaza 17.

This eleven-span ramp viaduct structure uses a two-girder, floorbeam, and stringer system as either simple or continuous spans to carry Interchange 17 Ramp NET over Interchange 16E local on and off ramps, Paterson Plank Road and the Eastern Alignment Mainline. The minimum vertical underclearance for this structure is 15'-2". This structure is fracture critical due to the two (2) girder, floorbeam, stringer system. West and East girders along with all floorbeams are considered FCM's. Refer to the 2018 FCM Inspection Report for further details.

The two painted, welded FCM plate girders are 40' apart and support FCM floorbeams, which in turn support deck stringers thereon. Substructure supports for the six-span continuous unit are staggered, adding to the structural complexity. The eleven (11) spans are comprised of five (5) – simple span units, and six (6) continuous units. Since the piers supporting the six-span continuous unit alternate from girder to girder along the six-span unit to accommodate the skewed roadways below, the maximum differential deflection occurs at the opposite / unsupported girder at each pier column location. As such, fatigue cracks have been a common problem along the structure due to its complex orientation. Refer to the latest inspection report for more details.

Str. No. E112.95B, carrying the Turnpike Interchange 17 ramp NET over New Jersey Route 3 was built in 1963 as part of Contract R-120. The structure consists of four (4) continuous spans and rolled steel stringer system. The bridge is in overall serious condition due to the low inventory ratings. However, the overall physical condition of the structure is fair due to the superstructure condition. The structure is classified as functionally obsolete due to inadequate horizontal clearances.

As-built drawings for the original construction, jurisdictional agreements and bridge inspection reports are available for review, as listed in the Project Background Materials, Section XVIII.

D. SCOPE OF PROJECT

Engineering services are required for preliminary and final design for the replacement of the existing Str. Nos. E112.95A and E112.95B. Due to the existing framing and geometric alignment not meeting the current NJTA standards, staged reconstruction is not an option. It is anticipated that the new structures shall be built off-line on a new alignment and span arrangement. The new alignment shall consider the proposed PANYNJ improvements at I-17 Secaucus toll plaza as well as XBL operational improvements (Teardrop Concept).

Preliminary Design:

Phase Submissions – Phase Submissions shall adhere to the NJTA Procedures Manual, and as specifically noted within this RFE01:

The Consultant shall also attend up to three (3) review meetings involving Authority personnel, to review the design alternatives and progress. The meetings shall be held at the Authority's HQ Building. The Consultant shall coordinate with the Authority's Design Liaison to develop the agenda and format for the meetings. The Consultant shall obtain Authority comments and feedback and shall review stakeholder needs/expectations. The Consultant shall prepare Meeting Minutes, and a separate Comment Resolution Document to memorialize the meetings, decisions, and questions raised.

The concepts that are developed and recommended for consideration shall account for the condition and characteristics of the existing bridges and sign structures within the project limits as documented in the bridge inspection reports, as-built drawings, and other associated information in the possession of the Authority. The development and refinement of preliminary design concepts will be an iterative process with the consultant working with the Authority's Project Manager and other Authority Departments as directed. Preliminary design concepts must be feasible from a constructability and permitability perspective.

The Consultant shall develop and evaluate alternatives for the replacement of Str. Nos. E112.95A and E112.95B. The alternatives must be developed in sufficient detail as to identify the operational and capacity characteristics of each alternative, horizontal and vertical alignment, stormwater management characteristics, environmental concerns, and impacts to existing site constraints including impacts to NJTA facilities (ramps and toll plaza), State, County, and local roadways. Tentative maintenance and protection of traffic schemes will be prepared, approximate right-of-way impacts will be identified, individual cost estimates and project schedules (through construction) shall also be prepared as necessary to assist the Authority in assessing the conceptual alternatives. Consultant shall also take into consideration ongoing construction contracts in the vicinity of the project area to determine conflicts and estimate construction duration. A "Draft Preliminary Design Report" shall be submitted for Authority's review. In considering the design alternatives, the designer should be mindful of the existing Turnpike ROW line as it approaches and traverses Patterson Plank Road and municipal Windsor Drive. This small stretch of Windsor Drive immediately abutting the existing ramp area is located within the Turnpike ROW by easement. Additionally, an existing truck terminal facility is adjacent to existing ROW. As design alternatives are evaluated, the designer should limit ROW impacts to the extent possible without compromising the optimal or preferred design criteria.

The Consultant shall evaluate the existing structures in order to accommodate the alternatives prepared in Preliminary Design Report. Each alternative developed for Str. Nos. E112.95A and E112.95B will evaluate necessary modifications to alignment and roadway width. These modifications may include full realignment or partial realignment. It is anticipated that the new structures will be wider than the existing structures to accommodate future deck reconstruction considerations as required by the Authority's Design Manual. Based on the comparative study on proposed geometric alternative, it is anticipated that the outer alignment (west of the existing ramp structure) may emerge as the preferred alignment. As such, the Consultant shall evaluate associated ROW as well as environmental impacts related to the outer alignment.

A matrix will be required summarizing the characteristics of all feasible alternatives. At a minimum the matrix shall identify the operational characteristics, permitting requirements, order of magnitude cost, construction duration of all applicable concepts. The Consultant shall outline the advantages and disadvantages of each alternative for the Authority's consideration. Recommendations relative to the various alternatives being considered will be expected from the Consultant. It should be anticipated that several of the alternatives will need to be submitted multiple times as necessary to incorporate the Authority's comments.

The Draft Preliminary Design Report shall be submitted detailing the process undertaken by the Consultant to identify and assess the concepts that were developed for consideration. The Consultant shall outline the advantages and disadvantages of the alternatives and shall make recommendations for the preferred alternative, for the Authority's consideration. The Consultant shall address Authority's comments on the draft preliminary design report and submit "Final Preliminary Design Report". The final report shall include the final comment resolution summary matrix and review meeting minutes; and shall include updated documents reflecting the comment resolution and items discussed at the draft report review meeting. A recommendation shall be made by the Consultant regarding the alternative best meeting the needs of the Authority. The Conceptual Plans shall be prepared on 1" =100' scale base maps. It is anticipated that a minimum of two (2) preliminary submittals and meetings will be necessary with Authority staff during the process of finalizing the recommend alternative to advance to final design.

The Preliminary Design Report submission shall be in the form of a bound report that contains the following items: executive summary; introduction; project purpose and need; scope of study; design criteria and need for design modifications; utility, environmental and right-of-way constraints; local road treatments, major utility relocations, concept design alternatives considered and evaluation criteria; alternatives analysis in text and matrix format including recommended alternatives; MPT and staging; preliminary cross sections, additional right-of-way requirements, construction schedule which addresses seasonal and MPT restrictions; a construction cost estimate which accounts for permitting and utility impacts; recommendations for advancement of project to final design and construction including risk assessment of cost and schedule. Costs prepared shall account for major pay items of work related to bridge and highway construction. After the Authority's approval of the Preliminary Design Report and recommended alternative, the Consultant shall commence the final design phase (See Final Design requirements below).

The Consultant shall meet with County and Municipal officials and other Agencies as necessary to present and receive input on the Preliminary Design Plans developed and to assure all required approvals and coordination have been completed. It is anticipated that a minimum of four (4) meetings will be necessary to coordinate with County and Municipal officials. The Consultant will be required to prepare and assist in the execution of any and all agreements, permits and other documentation required by these agencies.

Final Design:

The services furnished shall include but not necessarily limited to the items of work described below and shall adhere to the requirements of the Authority's Design and Procedure Manuals:

1. Survey

The CONSULTANT shall provide ground control field survey as necessary to establish existing conditions and control for design and construction, including survey to establish New Jersey Turnpike right-of-way in critical areas. Survey data shall be collected electronically, and the original and edited field files shall be provided to the Authority as records of the survey with the deliverables. Structural Steel elevations and information required for the bridge replacements shall be obtained from field survey. The Consultant shall not rely on accuracy of as-built drawings and shall field verify required data.

Supplemental surveys shall also be required to determine existing rights-of-way and property boundaries as may be necessary for the development of right-of-way acquisition documents, location of utilities, drainage

facilities, and other incidental survey work as may be required in the performance of the design effort. **This task shall be completed under Preliminary Design.**

The consultant shall survey any overhead utility lines and submit the survey information to the respective utility companies in accordance with their requirements.

All survey and mapping shall be prepared in accordance with Section 4 of the NJTA Procedures Manual and CADD standards.

2. Mapping

The CONSULTANT shall survey the area of work in order to provide the mapping for the project to accomplish all design services. All necessary horizontal and vertical ground control for mapping shall be provided and survey control report shall be submitted under this OPS. All basemapping shall be prepared in conformance with NJTA CADD Standards. Permanent traverse points shall be used for the ground control (with ties) with the locations and elevations plotted onto the mapping. Ties for all available GPS monumentation, if used, shall be plotted onto the mapping. The Consultant will be responsible for developing all project mapping determined to be necessary to accomplish the services described herein.

3. Traffic Studies

Review existing traffic volumes to verify projected future traffic volumes as necessary to determine the magnitude of improvements required to accomplish the project objectives. To the extent possible, currently available traffic data and studies should be utilized for this purpose. NJTA will provide available toll collection data. The Consultant will be responsible for collecting current traffic volumes for the project area, and for developing future projected volumes to ascertain the magnitude of improvements required to accomplish the project objectives. **This task shall be performed under Preliminary Design.**

At a minimum, the Consultant, with prior approval by the Authority, shall contact the following entities to inquire about and review any existing information they might have regarding existing and future traffic, and/or planned construction activities in the study region relating to transportation matters.

- New Jersey Department of Transportation
- Port Authority of New York and New Jersey
- North Jersey Transportation Planning Authority
- Impacted municipalities and counties
- Utility companies providing service to the area
- Railroad companies within the study area
- Developments along the coordinator, which generate significant traffic volumes
- Others as deemed appropriate

Future traffic volumes must account for anticipated future development. The Consultant shall determine existing and future traffic patterns and associated impacts resulting from the proposed improvements at Int. 17 toll plaza as well as within project limits. Traffic data necessary for air and noise studies, if required, shall also be obtained in conjunction with these studies. The traffic study shall also include necessary data collection and analyses along State, Municipal and County routes impacted by construction staging and/or detour routes.

A "Traffic Analysis Report" providing a summary of the traffic data compiled and the detailed findings of the Traffic Assessment shall be prepared. Five (5) copies of the report shall be submitted for review and comment. Three (3) copies of the revised and final Traffic Analysis Report shall be submitted upon incorporation of Authority comments.

4. Utility Relocations/Protection

The Consultant shall identify all existing utilities and incorporate into the preliminary design to protect or relocate and maintain those utilities. All utilities shall be maintained and protected during construction. The Consultant shall identify conflicts within project limits, requirements for utility relocations and prepare all necessary Utility Orders in accordance with the NJTA Procedures Manual section 7.

Relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders for utility relocation work. Utility company engineering fees necessary for Utility Work Orders shall be included in the Consultant's fee proposal as a direct expense.

Utility relocation work shall be designed in accordance with NJTA Procedures Manual Section 7. Where feasible, eliminate overhead wire across the New Jersey Turnpike, remove utility conduits from bridges and provide underground conduit systems. All provisions necessary for the cut over from any Utility Company Roadway lights to the new Authority owned lighting systems including the partial/total removal of the old utility pole lighting system must be addressed.

Every effort shall be made for utility relocation work to be performed prior to the award of the construction contract. Similarly, every effort should be made for all contract dependent utility relocation work to be incorporated into and made part of the contracted work.

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

5. Right of Way

The Consultant shall prepare right-of-way acquisition documents, if required. The plans shall be prepared in accordance with the Authority's Design Manual and in accordance with Section 8 and other section of the Authority's Procedures Manual. Right-of-way for construction access and environmental mitigation shall also be considered in the development of right-of-way documents. Right-of-way documents shall comply with the New Jersey Recordation Act (formerly Map Filing Law). The Consultant shall prepare preliminary jurisdictional agreement(s) and map(s) for improvements at the affected areas of the project, outlining the jurisdictional responsibilities of the Authority, State, Counties, and Municipalities at an appropriate scale satisfactory to the Authority. Due to the timeline associated with an extensive ROW acquisition process, the improvements should be developed to involve minimal ROW effort. For Structure No. E112.95A over Paterson Plank Road and Structure No. E112.95B over NJ RT.3, it is anticipated that an aerial easement will be acquired for the ramp over these two roadways.

The Consultant shall note that Windsor Road (west of ramp Str. No. E112.95A) that is within the Turnpike's ROW was built by the Turnpike Authority during the original construction of the Turnpike then relocated further west by the Authority when ramp E112.95 was built in the early 1960's. It is believed that the Turnpike Authority conveyed an easement to Secaucus in 1966 for the Windsor Drive extension as is indicated on the surplus map. Refer to parcel maps provided as reference materials. It is expected that partial or full take of the industrial/warehouse property at the corner of Windsor Drive and Paterson Plank Road will be necessary depending on the final alignment of Str. No. E112.95A.

6. Executive Order No. 215 and Environmental Permitting

Executive Order 215 (EO 215) requires agencies of the State to prepare and submit an Environmental Assessment (EA) or Environmental Impact Statement (EIS) to the NJ Department of Environmental Protection (NJDEP) in support of major construction projects. The alternative presented in the EIS/EA shall be as developed during the preliminary design effort with the incorporation of all Authority comments. A separate Technical Memorandum shall be submitted to the Authority for review, which will identify all proposed

mitigation measures and estimated costs for approval from the Authority prior to inclusion in the EIS. This document is to be revised according to the Authority's comments. The number of final copies of the EIS to be provided will be dependent on the environmental agency submission requirements. The Consultant will be required to address comments provided by the environmental agencies relative to the EIS if necessary. Preparation of the EIS will be considered complete when it has been approved by the Authority, NJDEP, US Coast Guard and US Army Corps of Engineers (as deemed appropriate). This approval will include receipt of a Conditional Approval from the NJDEP.

The Consultant shall prepare all required documents to satisfy the requirements of EO 215 (Environmental Impact Statement and/or Environmental Assessment) and receive a Finding of No Significant Impact for the project and assist the Authority in conducting a Public Hearing in accordance with Executive Order No. 172 and the New Jersey No Net Loss Reforestation Act. The Consultant shall assist the Authority in the preparation of the public hearing notifications, arrangements for a facility and virtual accommodations (if requested); handouts, displays, presentations, all necessary exhibits, report and the resolution of all comments received by the public and regulatory agencies. In addition, the Consultant shall perform all environmental investigations as may be necessary to obtain all permits in addition to those mentioned herein required for the project, attend all required meetings with the regulatory agencies, including a pre-application meeting, and prepare all permit applications required for the project. The Consultant shall include all engineering effort necessary to develop mitigation for impacts to archaeological sites, historic resources, freshwater wetlands, threatened and endangered species, forested areas and secondary impacts, if applicable. Due to the timeline associated with an extensive Environmental Permitting process, every effort possible shall be taken during development of the improvements to minimize the overall permitting effort.

7. Other Permits

The Consultant shall investigate all applicable permits for the project. and prepare preliminary documents for the permits. The Consultant shall prepare all other applications and obtain all other necessary permits for the proposed project including, but not limited to, Hudson Essex Passaic Soil Conservation District (assume 5,000 sf or more of land disturbance) and, if 1 acre or more of land disturbance, submit NJDPES RFA 5g3 (efile online) during Phase B/C.

The Consultant shall perform geotechnical investigation (if necessary) for Green Infrastructure Best Management Practices (BMP's) and finalize design/detailing of the BMP's. This will also involve preparing technical specifications for BMP landscape planting, permeable soil media, underdrains, pre and post construction permeability testing, etc. in accordance with the 3/2/2021 NJDEP SWM rule and the current versions of the pertinent chapters of the NJDEP BMP Manual.

The Consultant shall investigate and identify the need for any other permits. The preparation of such other permit applications and any additional design required by such other permits not listed above will not be regarded as Extra Work. Permit application fees will be paid by the Authority.

8. Storm Water Management/Water Quality Measures

The Consultant shall prepare a final roadway drainage design in accordance with NJDEP's new stormwater management rules (operative on 03/02/2021) and Flood Hazard Rules. If deemed necessary, provide preliminary locations and sizes for Green Infrastructure Best Management Practices (detention, retention and/or water quality basins) to comply with the Rules. The design shall address the location and size of detention, retention and/or water quality basins and/or swales which must also be in conformance with the NJDEP's new water quality requirements.

9. Drainage Improvements

The Consultant shall develop drainage studies and final designs, including the investigation of the condition of the major drainage relief structures beneath the existing roadway within the project limits. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects"

form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with the design. The studies shall also investigate drainage during staged construction. A drainage report shall be submitted as part of the Phase B Submission.

The Consultant shall include the replacement of all corrugated metal pipes (CMP) less than 60" diam./5ft. span that cross beneath the New Jersey Turnpike roadway within the project limits. Consultant shall investigate the replacement of CMPs within the proposed median and berm areas, keeping to within the approved Program Permit limits.

10. Lighting Improvements

The Consultant shall provide a new highway lighting system which will be owned and maintained by the Authority, and snow-plowable reflective pavement markers within the project area for the improvements, relocate existing utility owned highway lighting and prepare utility orders for the Utility Company to install additional lighting as needed. Provisions in the contract shall be made to clean out existing junction boxes to remain. Lighting shall be designed for temporary requirements during staged construction as well as the final configuration. Provisions shall be included to maintain existing lighting system where applicable.

Lighting Design shall be performed in accordance with the requirements of the current edition of the Design Manual which specifies criteria, limits and equipment. On this basis, preliminary lighting plans will be submitted for review with Phase B. Upon approval of the design, the Consultant shall prepare lighting plans for Pre-Phase C and subsequent submissions.

11. Subsurface Investigation

A subsurface investigation program (including pavement cores) shall be planned and performed in accordance with the latest NJTA Design and Procedures Manuals and shall provide all required information for the design for this OPS. The Consultant shall layout a subsurface exploration and soil testing program and recommended locations, sizes and types of borings as required to perform the necessary design services.

The Consultant shall prepare a Phase A Geotechnical Engineering Report consisting of a Desk Study performed under Preliminary Design, Geotechnical Exploration Plan, "Ready-to-Advertise" boring contract and a special soils treatment recommendation. The report shall meet all minimum requirements within Section 5 of the NJTA Procedures Manual and Section 6 of the NJTA Design Manual. The Authority shall review the geotechnical exploration and soil testing program submitted by the Consultant. Upon approval and concurrence by the Authority, the Consultant will prepare, procure and oversee related geotechnical borings for this project and obtain the boring plans, logs, and soil test results. The results of the subsurface exploration program shall be included as part of the contract documents. The cost of the boring contract and laboratory testing shall be part of the agreed upon fee for this OPS. The cost of the borings and laboratory testing shall be reimbursed as a direct expense. All work to prepare the boring contract, review bids, recommend award, administer field inspection, and interpret the results of the boring contract shall be included in the contract scope of services. Note, there may be environmental time restrictions that may affect the performance of the borings.

A geotechnical report shall be submitted as part of the Phase B Submission and shall be incorporated into the Construction Contract Documents. As part of the design calculations, the total dead load and live load reactions on the abutments and piers shall be determined.

All soil samples shall remain accessible to the Authority and its Consultants for at least 10 years.

12. Roadwork

Appurtenances and approach roadway features shall receive field inspection to verify their conditions. Shoulders, pavements and inlet conditions shall also be inspected in order to determine their suitability to carry traffic during various construction stages.

Provisions shall be made in the construction contract documents for the continued operation of Turnpike facilities if disruption should occur during the construction phase. Existing guide rail, drainage, striping, delineation, etc., shall be maintained at all times by permanent or temporary means.

Where widening of the approach roadways may require reinforcement of the existing roadway side slopes, Consultant shall investigate size and type for these walls.

All guide rail and concrete barriers shall have reflectors installed. Length-of-need calculations for guide rail shall be based upon a field inspection and survey of each site. Copies of all calculations shall be included with the Phase B Review Submission. Prior to this submission, all guide rail locations shall be staked out and checked in the field by the Consultant to confirm that the plans and field conditions are in agreement, except where proposed changes to the existing ground surface preclude stakeout. Photographs of each proposed stakeout along with location labels shall be submitted with the calculations.

13. Signing and Striping

The Consultant shall prepare a preliminary Signing Plan at 1" = 100' scale that provides a schematic of each existing and proposed guide sign within the project limits, including their locations and legends, and shall show the recommended improvements of the existing guide signs. The proposed or modified signing shall be prepared in accordance with the current edition of the Authority's Design Manual, Standard Drawings and the "Manual for the Traffic Control Devices" (MUTCD) as applicable. The preliminary Signing Plan will be reviewed for consistency with Authority standards. The preliminary Signing Plan shall be submitted for Authority review prior to the Phase B Submission.

14. Structure Replacement

The new structure shall be designed in accordance with criteria outlined in the current NJTA's Design manual for new bridges, including seismic design requirements and staged construction/demolition.

The design width and geometry shall consider the requirements for the staged construction and maintenance and protection of traffic during the replacement and widening of the existing structure. Deck overhangs should be of adequate size to offer weather protection to the outside face of the fascia stringers and ideally should be proportioned to be 50% of the adjacent center to center stringer spacing. All deck overhangs shall be fully designed by the Consultant to resist TL-5 level impact loading per the provisions of AASHTO LRFD Bridge Design Specification.

The Consultant shall review commercially available deck systems, including but not limited to Exodermic, Inverset, Precast Panels, including Lafarge Ductal Joint System, Precast and Cast-in-Place Grids, Cast-in-Place Concrete; all using HPC Concrete. Review of alternate deck systems shall take into account access, MPT requirements, durations of activities, useful service life factors and life cycle costs.

The Consultant shall consider the location of required longitudinal construction joints and how they are joined together with each stage of work. Load rating calculations using the LRFR methodology shall be performed in accordance with the following requirements and guidelines: American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation, 3rd Edition, 2018, including Interims; New Jersey Turnpike Authority LRFR Load Rating Manual, Version 9.5, October 2019 or latest edition.

The Consultant shall review the existing roadway cross sections and profiles for the project bridges for compliance with current NJTA geometric design criteria. The Consultant shall evaluate the impacts and costs for upgrading to meet compliance and recommend incorporation of the improvements.

Retaining Walls – The NJTA's preferred retaining wall type is conventional cast in place concrete semi-gravity retaining walls. Design of MSE retaining walls will not be permitted in this OPS.

The Consultant shall provide final engineering design calculations and LRFR load ratings for the new structure, in accordance with NJTA's Load Rating Manual.

15. Routine Deck Repairs and Emergency Deck Repairs.

The Consultant shall design repairs necessary for the maintenance of the existing bridge deck for its entirety, throughout the duration of the Contract. Provisions shall be included in the contract documents for such repairs to be performed before and during the actual staged construction. **For purposes of estimating the level of effort for this design task, the Consultant shall assume a total construction cost of \$300,000 in routine deck repair,** emergency deck repairs and pre-stage work to maintain existing decks in the travel lanes prior to their demolition.

Provisions shall be included in the contract documents for partial and full depth deck panel and spall repairs, headblock repairs, deck joint header repairs, and resurfacing performed as required on an emergency basis for the contract bridges. Provisions shall be included in the contract documents for cementitious and asphalt surfacing repairs.

16. Temporary Shielding/Catch Protection

The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, right of way or property of others, waterways and facilities beneath the work site. The catch system shall be a closed system and the limits shall be clearly delineated on the contract drawings. No debris shall be allowed to fall onto the roadways below. The Consultant shall also assess the need for supplemental protection of structural steel during demolition, formwork installation, concrete placement, and any other operations that may cause damage.

17. Staging, Demolition and Disposal Operations

The Consultant shall evaluate and specify allowable equipment, means and methods for the superstructure removal operations, in order to eliminate those which may damage the existing substructure. The contract drawings shall identify all project areas where provisions for noise and dust control are required, as well as staging areas for equipment, storage and disposal of materials. Methods and locations for disposal of removed materials and debris shall be included in the contract drawings and specifications. The Consultant shall specify the disposal of concrete, asphalt and other debris off of the Authority's property.

18. Project Constructability

The Consultant shall identify, investigate and address constructability requirements as part of the preliminary design process. Bridge Study, feasibility, design recommendations and final design details shall encompass constructability issues including current construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, production rates. Construction Cost Estimates and construction schedule shall be provided with each Phase Submission. A preliminary Construction Schedule with backup computations and draft Constructability Review Report shall be provided with the Phase B Submission. The final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Phase C Submission. The Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team.

19. Maintenance and Protection of Traffic (MPT)

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

The Consultant shall review proposed construction joint locations to ensure that they will not be located in the permanent wheel paths. Construction joints shall be aligned within 1 ft. of permanent lane lines, or within 1 ft. of the center of permanent lanes, where feasible. The Consultant shall review proposed framing design for

future deck rehabilitation constructability and future MPT capacity.

MPT shall be performed by the Contractor, and shall include placing, maintaining, patrolling and removing lane and shoulder closings. Signs, sign stands and traffic cones will be supplied by the Contractor. Arrow boards, variable message signs and truck mounted attenuators (TMAs) shall be furnished, operated and maintained by the Contractor.

The contract documents shall define the availability of lane closing times, including allowable lane closing hours during the week and over weekends, starting and ending point locations for lane detours, lane closings and line striping tapers for each construction stage and work zone as deemed permissible by NJTA Operations, NJDOT, and Town of Secaucus, during the design process, so that the Contractor is made fully aware of access restrictions for this project. MPT and construction staging shall be coordinated with any concurrent contracts in the project area.

The Consultant shall develop "Smart Work Zone" plans and specifications as required by Operations in various MPT schemes where advance patron notification and alternate route advisories are required. The scope of these services shall be identified and paid for as an Unanticipated Service.

Constructability Review – The Consultant shall perform a Constructability Review by qualified construction personnel and prepare a Constructability Report following the NJTA Procedures Manual Section 3.5. The Preliminary Constructability Review Report shall be submitted with Phase B. The Final Constructability Review Report shall be submitted with the 95% MPT Submission.

The consultant shall develop detailed Maintenance and Protection of Traffic Plans and Supplementary Specifications. These plans in some cases may reference the standard drawings but in most cases must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers specified by mile post, lane shifts, signing and traffic device placement for each construction stage. The Consultant shall provide in the contract for the contractor to furnish and maintain an appropriate number of variable message signs and trucks with mounted attenuator (TMA). Pre and post lane closing Maintenance and Protection of Traffic plans will be required in merge or other unusual traffic pattern locations in order to convey the proper switching and installation sequence. The traffic staging shall take into account the traffic requirement that short-term lane reductions will be permitted in accordance with the lane closing tables outlined in the Traffic Manual.

MPT on NJDOT Roadways shall follow NJDOT Details and Specifications.

20. Shoulder Pavement Evaluation

The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction. Consultant shall make recommendations to the Authority regarding pavement condition based on Structure Location, Average Daily Traffic, Daily Truck Traffic, Duration of Lane Shifts, Horizontal and Vertical curves in the work zone, Ramp restrictions, confirmed as-built information and field assessment based on the appearance of distress using a rational method (e.g. Asphalt Institute's "IS-169" A Pavement Rating System for Asphalt Roads). **The Consultant shall provide for \$50,000 in the Fee Proposal to propose, conduct and manage a competitive bid shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling. Work shall not commence without approval by the Authority.**

21. eGIS Deliverable

The Authority utilizes an eGIS platform which contains information for its key assets. Consultant shall include an eGIS deliverable with their Phase D Submission. This will include creating eGIS layers and/or providing georeferenced data in excel sheets, with pertinent information from the proposed design (such as SWM devices/drainage layouts, ITS devices, guide rail, light poles, etc.). The data to be included and layers/spreadsheets will be determined via coordination with the Authority.

22. Construction Contract Documents

The Final Design of this project and the preparation of contract plans, specifications and estimates required for this project shall be in accordance with the latest edition of the Authority's Design Manual with amendments, and the 2016 NJTA Standard Specifications, 7th Edition, and the latest revisions within the Authority's Standard Supplementary Specifications. Improvements on roadways under the jurisdiction of other agencies shall conform to the standards of the respective agency. The Consultant is to recommend the actual number of individual construction contracts required to complete these improvements prior to the Phase "B" submission, if applicable.

23. Project Deliverables

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

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

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

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

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

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

24. Post Design Services

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

25. Unanticipated Services

As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design which cannot be completely identified at this time. In order to fully support the Authority without undue delays, **the Consultant shall make an allowance in the total amount of 4000 hours for 'Unanticipated Services' in the EOI:** The hours shall be distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

E. PROJECT ADMINISTRATION

- a. **Project Design Schedule-** The Consultant shall submit a detailed design schedule upon the OPS' notice to proceed in MS Project, Ver. 11.0, or higher, for review and approval by the Authority. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. **The Schedule submitted for this EOI shall include this required information.**
- b. **Consultant's Project Manager-** It is expected that the Project Manager will actively manage the project and will lead/participate in all project related meetings. The Project Manager will serve as the primary point of contact for the team and make himself or herself available for project related matters.
- c. **Progress Reports-** The Consultant will be responsible to prepare and submit a separate monthly progress reports and a financial spending plan for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. Reports must be submitted to the Authority by the 5th of every month and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.
- d. **Status Meetings** – It is anticipated that bi-weekly (2 per month) project status meetings from Notice to Proceed up through the Phase D Submission will be necessary. One meeting shall typically occur at the Authority's Administrative offices, while the other meeting can be a Conference Call/WebEx meeting using the Authority's WebEx, or equivalent, system. The Consultant shall lead the status meetings. Other meetings may be scheduled based on project needs.
- e. **Invoicing Requirements** – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. T3826. Invoices will not be processed before the progress report for that month's activities have been submitted.
- f. Invoices are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project during design, which will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.
- g. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the

authorized fee.

h. The Consultant is responsible to the Authority for the work of its subconsultants.

F. SPECIFIC REQUIREMENTS, CONDITIONS AND SUBMISSIONS

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedures Manuals as applicable to this project. One construction contract is anticipated for the completion of the project.

Preliminary Design – 12 copies

The Preliminary Design shall be based upon the findings presented in the Traffic Analysis Report; the Preliminary Environmental/Land Use Constraints Report; and Preliminary Design Report, including incorporation of the Authority's comments. Additionally, the Consultant shall develop and implement a limited subsurface soil investigation program as necessary to verify the feasibility and major design assumptions pertaining to the recommended preliminary design scenario.

The Preliminary Design is to include, but not necessarily be limited to, the following:

- Field survey (as needed)
- Aerial mapping and a Survey Control Report
- Horizontal and vertical alignments (graphical)
- Typical and critical cross sections
- Modifications to existing interchange ramps and toll plaza (as appropriate)
- Environmental Constraints map
- Traffic Analysis Report
- Preliminary Design (matrix of alternatives);
- Preliminary roadway plans and typical sections
- Selection of a structure type for Structure Nos. E112.95A & E112.95B
- Selection of a structure type
- Earthwork computations
- Structure and utility relocations
- Sound Barrier limits
- Maintenance and protection of traffic, construction staging, provision for the continuous operation of speed limit and speed warnings signs, and provisions for the relocation of all fixed signing affected by construction activities
- Drainage modification including recommendations for stormwater quality, quantity and recharge measures required per the new stormwater regulations
- Preliminary right-of-way acquisitions including block, lot, owner information and approximate area of impact
- Estimate of construction quantities
- Preliminary signing layout

Final Design

During the preparation of final design documents, interim phase submissions are to be made to the Authority's Engineering Department. These phase submissions are required at various stages in development to allow for review of the material first, for concept, subsequently for specifics and, finally, for completeness.

A. Phase 'A'

- a. The Phase 'A' submission shall be in the form of 35% complete contract drawings. The Consultant shall submit a design element modification request to the Authority listing all

design elements that do not meet the minimum criteria. For submission requirements, refer to section 3.4.2 of the NJTA Procedures Manual.

- b. The Consultant, based on his investigations, shall identify other work recommended for repair in the project while the Contractor is mobilized. Separate Construction Estimates should be completed for this work.
- c. It is anticipated Construction will need to be tied to a seasonal calendar. The Consultant shall make their recommendations with the understanding of the anticipated Contract Award date. Work may be performed under active contracts to meet seasonal restrictions.
- d. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with the CDs. Comments will be furnished to the Consultant within 15 working days.
- e. The recommendation to proceed to Phase "B" will be made approximately one (1) month after submission of the Phase A submission. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "A" Submission.

B. Preliminary Design Plan & Report (Pre-Phase B) submission

- a. A preliminary design plan shall be submitted for each new structure within the construction contract. At this stage, the proposed structural support system (span arrangement, superstructure and substructure type, wall type and configuration, foundation design) is submitted for review. The approved preliminary plan forms the basis for final design and plan preparation.
- b. A brief report summarizing the designer's studies of alternate structure and wall types with corresponding cost estimates shall be presented at the time the preliminary design plan is submitted for review. The report shall present documentation in support of the designer's recommendation, including consultations with vendors regarding proprietary walls, as presented in the preliminary plan.
- c. The submission shall not be made before geotechnical information is available (i.e. borings have been taken and logs analyzed) to assess the influence of foundation conditions on structure arrangement, type selection, backfill requirements, etc. Preliminary plans will not be accepted for review without accompanying soils data and formulated recommendations for foundation types (Foundation Recommendation Report). SFGER shall be included in Pre-Phase B Submission.

C. Phase 'B' and MPT

- a. The Phase 'B' submission shall be in the form of 70% complete contract drawings, a preliminary construction schedule and Engineer's Estimate by Stage. Plans shall present new or proposed details. The plans shall indicate any utilities, local roads or other similar pertinent information that may affect the performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of the new superstructure constraints and accessibility.
- b. The submission of preliminary traffic plans, specifications and construction schedule shall contain detailed allowable lane closing hours for each direction to cover such work as temporary striping, placing and resetting temporary construction barrier, and providing access for lane closings. The preliminary traffic plans and specifications will be reviewed and discussed at a meeting. Detailed construction staging drawings and traffic specifications will be required for each closing condition.

- c. Utility Orders shall have completed Phase "B" checklists. Formal requests for Design Modifications shall be developed for review and approval prior to the Phase "B" Submission.
- d. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7th Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes and Capex User's Guide shall also be provided.
- e. A Draft Project Specification shall also be submitted with the Phase "B" submission.
- f. The Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, detour routes or other requirements which necessitate preliminary review and guidance by the Authority's Operations Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.
- g. Based on the proposed staging of work, the Consultant may be required to complete additional work-zone traffic impact analysis using the Highway Capacity Manual, other AASHTO and FHWA guide publications or software models and Authority furnished link traffic volumes. Work shall be performed under the guidance of a Certified Professional Traffic Operations Engineer.
- h. Ten (10) copies of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
- i. Following the Phase B Submission and Review, the Consultant shall prepare a 95% MPT Submission including final traffic control plans, complete MPT specifications and appendices, a construction schedule with backup computations. The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, allowable primary and supplemental lane closing hours and details and durations of the construction staging. This submission will be provided to the Operations Department for review. The Consultant will participate in a review meeting with the Operations Department, and comments received shall be incorporated within the Phase C Submission as indicated in the design schedule.
- j. The recommendation to proceed to Phase "C" will be made approximately 1 month after submission of the Phase "B" documents. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "B" Submission.
- k. Funding for the remainder of Design and the Construction Budget will need Confirmation prior to proceeding to Phase "C".
- l. The Pre-Phase "C" submission shall be submitted at least four (4) weeks prior to the Phase "C" submission deadline, unless otherwise noted, to allow appropriate time to review and include all necessary changes in the Phase "C" submission.

D. Phase 'C'

- a. The Pre-Phase "C" submission shall be submitted in accordance with section 3 of the NJTA procedure manual (utility orders, ITS & lighting submission, agreements for jurisdiction and maintenance etc.).

- b. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team. The Consultant shall submit, as part of the Phase 'C' a Construction Schedule Submission with backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule.
- c. The Phase "C" submission shall include confirmations of recommendations made at Phase "A" and propose necessary efforts to complete construction within all permitting constraints. Work needed to be performed by others shall be identified and accounted for in the engineer's estimate.
- d. Fifteen (15) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The estimate of quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer", as appropriate, within the contract.

E. Phase 'D'

- a. With the Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract available on the Authority's website.
- b. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit the Post-Construction Program Design Checklist for Individual Projects with the Phase 'D' submission.
- c. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, one (1) set of full size drawings, five (5) sets of ½ size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
- d. The Consultant shall submit electronic copies of the final contract documents on a CD. Plans shall be submitted in both Microstation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's CAPEX/BidEx bidding software. In addition, the Consultant shall submit electronic copies of the final engineering design calculations and LRFR load ratings for the new superstructure on a CD.

The Consultant shall prepare the construction cost estimates and construction schedule including interim and final completion dates, prepare any required addenda, attend the bid opening, review bids, and recommend reward or rejection of the low bid. A time scaled barchart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.

The Consultant shall make an allowance in the amount of 2,000 hours for Construction Consultation Services for Contract in the EOI. These hours shall be provided to assist the Authority in resolving any design related problems that may arise and to review alternative methods or materials proposed during the construction phase of the project.

G. Miscellaneous

- 1. The consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Engineer will be required

to sign a Fiber Optic Cable Certification form (download at www.njta.com/media/2933/ps_fiberfod.pdf) attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract.

2. Include into the construction contract where necessary provisions for controlling the dust and noise originating from all construction operations.
3. The specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
4. The consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
5. The Consultant shall use the "Guideline for Use of VMS Systems for Construction" in developing recommendations for use of the various types of permanent variable message signs, and in the preparation of details for portable variable message signs.
6. The Consultant shall identify areas where NJTA and NJDOT roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
7. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters.

H. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, or latest, the 2016 Standard Specifications, 7th Edition, the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, elevation, cross-section and detail presentations shall be to scale.
3. All printing of contract bid documents will be performed by the Authority. Phase review documents, of which ten sets are required for Phase 'B', fifteen sets with complete supplementary specifications are required for Phase 'C', and five sets with final supplementary specifications are required for Phase 'D' in addition to a duplication ready supplementary specification, must be prepared by the Consultant. All reports and submissions shall be bound.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.

8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall obtain a Traffic Permit prior to performing any work on Authority Right of Way.
10. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
11. The truck mounted attenuator (TMA) shall be provided by the Consultant. The TMA shall be the Alpha100K as manufactured by Energy Absorption System, Inc., and distributed by Transpo Industries, Inc., or an approved NCHRP 350, Test Level 3 compliant equal. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance. If the TMA becomes damaged or inoperable during the inspection, the Consultant shall provide a replacement unit.

I. **PROJECT COST**

The construction cost for Contract T100.580 Replacement of Turnpike Strs. No. E112.95A and E112.95B, and associated work is approximately \$85 million.

PROJECT DELIVERABLES

1. Preliminary Environmental/Land Use Constraints Report
2. Draft Preliminary Design Report
3. Traffic Analysis Report
4. Final Preliminary Design Report
5. Phase A submission
6. Environmental Impact Statement (EIS)/Environmental Assessment (EA) and Technical memorandum
7. Pre-Phase B Submission (Preliminary Design Plan and Report)
8. Final Design- Construction Contract documents (Phase B through Phase D submission) per NJTA Procedure Manual

In general, one (1) draft copy of each submission shall be provided to the Authority's Project Manager for review in advance of distribution within the Authority. After each submission is approved by the Project Manager, hard copies and electronic copies shall be provided for the Authority's internal review as outlined in the Authority's Procedures Manual and approved by the Authority's Design Liaison.

For the Preliminary Design Reports, it should be anticipated that several of the alternatives will need to be submitted multiple times as necessary to incorporate the Authority's comments.

SECTION V
Staffing Schedule
 OPS No. T3826
 Replacement of Turnpike Str Nos. E112.95A and E112.95B

Staff Description (ASCE-Grade)	Project Control/Management	Survey/Mapping & ROW Documents	Traffic Studies	Preliminary Design Report	Environmental/Drainage	Phase A	Phase B & MPT	Phase C	Phase D	Comment Resolution	Shop Drawing Services	Construction Consultation	Unanticipated Tasks	Total
Project Manager (PVIII)												550	500	
Tech Director/Tech Specialist (PVIII)												100	300	
Project Engineer (PVII)												550	500	
Construction Engineer (PV)												0	150	
Task Leader or Environm.(PV/PIV)												400	600	
Engineer (PIV/PIII)												250	500	
Junior Engineer (PII/PI)													300	
Surveyor														
Survey (3-man crew; TOT mhr)													200	
CADD (ET-4, -5)												200	800	
Other (clerk/report typing & graphics)													150	
TOTAL												2,000	4,000	

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

SECTION VI
Compensation Basis

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VII NEW JERSEY TURNPIKE AUTHORITY

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 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).

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 RFEOL or RFP:

DEFINITIONS

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets

of a business entity ; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

BREACH OF TERMS OF THE LEGISLATION

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor

receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

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

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

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

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

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

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

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

SECTION XI
Right to Audit

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

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

SECTION XII
Source Disclosure Certification

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

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

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

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

SECTION XIII
Disclosure of Investment Activities in Iran

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

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

SECTION XIV
Antidiscrimination Provisions

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

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

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

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

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

Section XVI
ADA Indemnification

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

SECTION XVIII
Project Background Materials

	Dated
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Inspection Reports:	
Biennial Inspection Report, Str. E112.95A - 2018, HAKS	5/22/2018
Biennial Inspection Report, Str. E112.95B - 2018, PKB	4/26/2018
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As-built Drawings (Not all inclusive):	
Contract R-120 – Original Construction, Substructure	1963
Contract R-951 – Median Barrier Improvements	1989
Contract R-1221 – Deck Repair Contract	1994
Parcel Property Map	1962
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