

September 15, 2020

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3824
DESIGN SERVICES FOR CONTRACT NO. T100.582
DECK RECONSTRUCTION, MILEPOST 98.4 TO 98.7**

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
A092	Bridges: Miscellaneous Repairs
A093	Bridges: Deck Replacement and Rehabilitation

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

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

The Authority shall be seeking participation of Disabled Veteran Owned Business Enterprises (DVOB) 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 the preliminary and final design for deck reconstruction and other noted improvements on two (2) New Jersey Turnpike Routine Bridges under Contract No. T100.582, Milepost 98.4 to 98.7. It is noted that the Milepost limits are approximate.

Project Description

The Turnpike Routine Deck Replacement Project, which will be performed under OPS No. T3824, involves preliminary and final design of deck replacement and miscellaneous improvements on two high priority bridges. The Consultant shall review latest bridge inspection reports and studies, review as-built drawings, perform bridge inspections, analyze and prioritize the bridge list for superstructure reconstruction and related costs, and prepare estimated construction costs for each bridge. The construction cost for this project is currently estimated at \$63 million. The Consultant shall provide recommendations for each bridge regarding the method/approach for deck reconstruction, review of conventional versus accelerated construction, traffic control and staging, preparation of preliminary and final construction contract documents, and providing post design services.

The structures in this project are comprised of the following two mainline structures along the New Jersey Turnpike.

1. Str. No. 98.48, Turnpike NSI/SNI over Morses Creek
2. Str. No. 98.76, Turnpike NSI/SNI and Int. 13 SIT over Railroad Avenue Viaduct

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Yilun (Frank) Yao via e-mail at yao@njta.com. The subject line should read "OPS No. T3824, 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 construction contracts of this nature for similar major high-volume expressways involving the use of commercially available deck systems, including but not limited to Precast superstructure units (aka 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 deck 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.
- Knowledge of contractor's employment of equipment and manpower along with production rates for scheduling the various reconstruction operations.
- Construction engineering expertise essential for establishing accurate cost data encompassing current construction techniques, scheduling and economic factors, to the fullest extent possible, as well as design standards and specifications.
- The Consultant's Project Engineer responsible for the contract preparation shall meet the following minimum qualification criteria: Ten years of full-time experience, acceptable to the Authority, involved in bridge design and/or bridge deck reconstruction projects. Five years of experience shall have been spent full time in the capacity of Project Engineer on bridge deck reconstruction contracts for multi-lane expressway facilities, as outlined in detail above and be registered as a Professional Engineer in the State of New Jersey.

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

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 through the Authority's Secure File Sharing site, and shall 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's experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEOI in consideration of the person proposed for the assignment. If the Firm is proposing an individual with credentials considerably different than those identified by the Authority, the Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

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

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

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

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

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

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

Understanding of the Project

The Firm shall provide information to demonstrate that they fully understand the overall objective of the project and why the Authority is undertaking the assignment. This may include discussions providing background information on the need for the project, its effect on the Authority's facilities, and impact on the overall

transportation network. Firms should demonstrate specific first-hand knowledge of the location affected by the project and the long-term effects the project has on the Authority, its patrons, or other relevant issues.

Understanding of the Authority's Needs

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

Reasonableness of Staffing Estimate

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

e. Approach to the Project

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

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

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

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** 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) 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.
 - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
11. A completed **SBE/DVOB Form – Proposed Schedule of Small Business Enterprise Participation and Disabled Veteran Owned Business Enterprises** (which is available on the Authority’s website). Stating the Firm’s intention to use SBE and DVOB Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form (which is available on the Authority’s website).
13. A completed **Vendor Source Disclosure Form** (which is available on the Authority’s website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2(which is available on the Authority’s website).

EOIs that are incomplete may not be considered.

The required forms referenced in Items 6 through 14 above can be found on the Authority’s website: www.njta.com under *Doing Business, Supplemental Forms*

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

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

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

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

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

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

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

Firms that are interested in being considered for these services must submit one (1) copy of the Expression of Interest in PDF format, to be received by the Authority no later than 2 p.m. on Thursday, October 1, 2020. Expressions of Interest will be accepted through the Authority's Secure File Sharing site. **Requests for access to the upload folder for this EOI submission shall be sent to Yilun (Frank) Yao, P.E., Project Engineer at yao@njta.com, no later than 2:00 p.m. on September 25, 2020 with the subject line "OPS No. T3824, Secure File Sharing Site EOI Submission Access."** A response with information on how to access the secure workspace will be provided via e-mail no later than 10:00 a.m. on September 29, 2020. Expressions of Interest uploaded after **2:00 PM on Thursday, October 1, 2020** will not be considered. Hard copies will **not** be accepted.

Inquiries

Inquiries pertaining to this RFEI are to be directed by email to Yilun (Frank) Yao, P.E., Project Engineer at yao@njta.com. **The deadline for inquiries is September 21, 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 23, 2020.** Consultants will be responsible for submitting their EOIs in accordance with the RFEI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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
Project Engineer and 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

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website (http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf), the RFEIOI, the EOI, 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 the prime consultant unless the subconsultant first provides proof of valid business registration.

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

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF:PWS:ms
Attachments

c: J. L. Williams
W. Wilson
F. Yao
Review Committee
File

ATTACHMENTS

to the

Request for Expressions of Interest

Dated September 15, 2020

for

Order for Professional Services No. T3824

**Design Services for Contract No. T100.582
Deck Reconstruction, Milepost 98.4 to 98.7**

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

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X.	Set-Off for State Tax (N.J.S.A. 54:49-19)
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XII.	Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
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SECTION I
Pregualified and Eligible Consultants
Profile Codes A092 and A093

AECOM Technical Services
AmerCom Corporation
Arora and Associates, P.C.
ATANE Engineers, Architects and Land Surveyors, P.C.
Atkins North America, Inc.
Boswell Engineering
Buchart-Horn, Inc.
CHA Consulting, Inc.
Dewberry Engineers Inc.
French & Parrello Associates, P.A.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
HDR Engineering, Inc.
HNTB Corporation
IH Engineers, P.C.
Info Tran Engineers, PC
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
KS Engineers, P.C.
LiRo Engineers, Inc.
LS Engineering Associates Corporation
Malick & Scherer, P.C.
McCormick Taylor, Inc.
McLaren Engineering Group
Michael Baker International, Inc.
Mott MacDonald LLC
MP Engineers, P.C.
NAIK Consulting Group, P.C.
Parsons Transportation Group, Inc.
Pennoni Associates, Inc.
Pickering, Corts & Summerson, Inc.
PKB Engineering Corporation
Remington & Vernick Engineers
SJH Engineering, P.C.
Stantec Consulting Services, Inc.
STV Incorporated
T&M Associates

T.Y. Lin International
Taylor, Wiseman & Taylor
Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc.
TranSystems Corporation
Urban Engineers, Inc.
Van Cleef Engineering Associates, LLC
W.J. Castle P.E. and Associates P.C.
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	September 15, 2020
Deadline for Inquiries	September 21, 2020
Posted Responses to Inquiries	September 23, 2020
Deadline for Secure File Sharing Site EOI Submission Access Request	September 25, 2020
Submittal of Expressions of Interest	October 1, 2020
Request for Technical and Sealed Fee Proposals	October 19, 2020
Submittal of Technical Proposals	November 10, 2020
Notify Consultant of Need for Presentation	November 28, 2020
Interview/Presentation.....	December 2, 2020
Recommendation to Award OPS	December 8, 2020
Authority Approval/OPS Award	January 26, 2021
Notice to Proceed	Tentative, March 1, 2021
Completion of all Construction Work	TBD

DESIGN SCHEDULE

Design Schedule for Contract No. T100.582, Milepost 98.4 to 98.7

Notice to Proceed (approx. date)	March 1, 2021
Submission of Design Progress Schedule	February 12, 2021
Phase A Submission	April 19, 2021
Phase A Review Meeting	May 10, 2021
Submittal of Preliminary MPT Coordination Report.....	June 14, 2021
Preliminary MPT Coordination Review Meeting.....	July 5, 2021
Phase "B" Submission	August 23, 2021
Phase "B" Review Meeting.....	September 13, 2021
Submittal of Preliminary MPT Plans & Spec. – Engineering Review	October 18, 2021
MPT Submission for Operations Review	November 8, 2021
Formal review of MPT Submission	November 29, 2021
Phase C Submission.....	January 10, 2022
Phase C Review Meeting.....	January 31, 2022
Phase D Final Contract Documents.....	February 28, 2022
Advertise Construction Contract	March 7, 2022
Estimated Date for Receipt of Bids	April 18, 2022
Contract Award (approx. date)	May 2022

Project Background Materials

Description of Document	Date
1. Biennial Bridge Inspection Report Bridge Structure No. 98.48	2019
2. Biennial Bridge Inspection Report Bridge Structure No. 98.76	2019
3. Right of Way – General Property Maps	1958

NJTA Contract Plans

Str. No. 98.48, Turnpike NSI/SNI over Morses Creek

Contract No. 15, Original Construction (1950)

Contract Nos. R-1286 ,Median Barrier and Bay Replacement

Str. No. 98.76, Turnpike NSI/SNI and Int. 13 SIT over Railroad Avenue Viaduct

Contract No. 15, Original Construction (1950)

Contract Nos. R-1286, Median Barrier and Median Deck

SECTION IV **Scope of Services**

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

A. GENERAL

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

B. PROJECT COORDINATION

1. NJTA Coordination

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

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

expended exceeds the assignment percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.

The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project 2013 or higher for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained in the Expression of Interest.

2. Other Agency Coordination

1. The Consultant will be required to contact and meet with representatives of the Boroughs of Montvale and Woodcliff Lake, Bergen County, New York State Thruway, utilities (Penta, other fiber optic, PSE&G electric, gas, water, telephone, cable, etc.), and other affected entities to review and determine all necessary project requirements, permits, utility orders, traffic control requirements and coordination.

C. SCOPE OF PROJECT

Engineering services are required for the preliminary and final design of Contract No. T100.582, Deck Reconstruction, Milepost 98.4 to 98.7 which will provide deck reconstruction and miscellaneous improvements for two (2) New Jersey Turnpike routine bridges.

The scope of rehabilitation for this assignment involves replacement of existing concrete bridge decks, including those items incidental to the bridge deck such as deck joints, drainage facilities, parapets, and roadway lighting. The rehabilitation shall also include repairs and strengthening or replacement of structural steel members and bearings if required.

The services furnished shall include but not be limited to the following items of work:

1. Survey

The Consultant shall provide a ground control field survey as necessary to establish existing conditions and control for design and construction, including a survey to establish New Jersey Turnpike Authority 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 with project deliverables as records of the survey.

Structure Steel elevations and information required for deck reconstruction and structural rehabilitation shall be obtained from the field survey. The Consultant shall field verify required data and not rely on the accuracy of as-built drawings. Real-Time Kinematic (RTK) GPS survey will not be permitted given tolerance issues as compared to total stationing method. Final survey shall be performed by the contractor to verify the data prior to construction.

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

2. Mapping

The Consultant shall survey the area of work in order to provide the mapping for the project.

All necessary horizontal and vertical ground control for mapping shall be provided for under this assignment. 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 NJTA monumentation, if used, shall be plotted onto the mapping.

3. Utility Relocations/Protection

Existing utilities are present below and above the structures, in the underdeck area and within the project work limits including roadway lighting, communication cable, NJTA Fiber Optic Cable, and other utilities. The Consultant shall identify all existing utilities and include provisions in the contract drawings and requirements for utility relocations and prepare all necessary Utility Orders in accordance with NJTA's Procedures Manual. The Consultant shall prioritize and expedite the required Utility Orders based upon coordination of the utility work with the anticipated schedule for construction. All facilities (conduits, junction boxes, etc.) considered abandoned, non-functional or deleterious to the newly rehabilitated structure shall be removed.

4. Right-of-Way

The Design and Procedures Manual shall be followed for preparing Right-of-Way documents. The Consultant shall review the existing Right-of-Way documents and assess the need for establishing/verifying the Right-of-Way due to the need for construction staging yards and access. The Consultant shall prepare all documentation for temporary construction easements if deemed necessary.

5. Permits

The Consultant shall prepare and obtain all necessary permits (including environmental permits) required in the design phase of Contract No. T100.582. The Consultant shall identify and list all necessary permit requirements in Phase A submission. The Authority will pay for the application fees for the permits.

6. Drainage Improvements

The Consultant shall develop temporary and final drainage studies and final designs for the bridges and approach roadways. 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 Contract No. T100.582.

The Consultant shall investigate the requirements and design for drainage during staged construction.

7. Rehabilitation Design

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

Reconstruction of the bridge decks is the primary focus of this project. However, the consultant shall consider other deterioration for repair, such as bearing replacement, substructure repair, if the construction budget can accommodate. The transverse project limits shall include the full width of travel lanes and other areas as required to facilitate staged construction.

It will be the consultant's full responsibility to define the exact limits of deck reconstruction which will depend on such factors as potential impact on traffic operations, varying roadway geometry and superstructure framing configurations.

- a. 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 Phase A

submission shall include a report containing an evaluation of conventional/VS alternate deck systems and site-specific recommendations for implementation in this project.

- b. The new deck system shall be designed so that it is composite with the existing structural steel. The use of composite construction will require a layout of shear studs. The Consultant shall evaluate the effects of this and determine the performance benefit by way of LRFR load rating. 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 9.7, September 2017 or latest edition.
- c. 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 into Contract No. T100.582.
- d. As stated under Maintenance and Protection of Traffic, the primary staging goal is to maintain current lanes of traffic during each stage of superstructure reconstruction. The Authority has determined that there are areas of the superstructure which cannot be repaired/replaced while maintaining current through lanes of traffic without implementing extraordinary measures such as a traffic split, superstructure/substructure/mainline widening, or use of temporary bridges. The Consultant shall investigate alternate methods for accelerated reconstruction, to be performed while maintaining minimum number of through lane of traffic during off-peak hours per the Authority's December 2016 Lane Closure and Shoulder Closure Tables in the Manual for Traffic Control in Work Zones. Consideration shall also be given to weekend HICC cycles in order to install precast superstructure units, however weekend reductions to a single lane may not be granted on this project.

The rehabilitation shall include localized structural steel repairs where fatigue or heavy deterioration exists, including but not limited to crack repairs, member strengthening and replacement of existing fasteners with high strength bolts, and limited repainting. The Consultant shall make recommendations regarding the need for strengthening or replacing of structural members to attain compliance with current standards. Given the time constraints of performing steel repairs in conjunction with deck removal and replacement operations, the Consultant shall include contract provisions for prefabricating and furnishing steel repair components on site to expedite repairs as deficiencies are exposed.

The Consultant shall investigate the feasibility of providing redundancy and/or continuity details to the existing bridge.

The Consultant shall investigate replacing the existing steel cross girders for Str. No. MP 98.76

The Consultant shall provide complete final LRFR load ratings for the rehabilitated structure, in accordance with NJTA's Design Manual.

8. 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 reconstruction.

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.

9. Staging, Demolition and Disposal Operations

The Consultant shall evaluate allowable equipment means and methods for bridge element removal operations to eliminate those which may damage the existing superstructure to remain. 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 evaluate and make recommendations for the possible placement of the concrete spoils under the structure for access.

Temporary Shielding/Catch Protection

The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, right-of-way or property of others, and facilities beneath the work site. The catch system shall be clearly delineated on the contract drawings. The Consultant shall also assess the need for temporary supports during demolition, formwork installation, concrete placement, and any other operations that may cause damage.

10. Roadwork

Appurtenances and approach roadway features shall receive field inspection to verify their conditions. Shoulders, pavements and inlet conditions, median barrier, guide rail and CMP pipes (excluding underdrains) shall also be inspected in order to determine their condition and suitability to carry traffic during various construction stages. The Consultant shall prepare recommendations for repair and/or replacement of approach roadway features as required.

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

11. Project Constructability

The Consultant shall identify, investigate and address constructability requirements during each phase of the design process. Alternative analyses and preliminary and final design details shall encompass constructability issues including current construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, and 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 MPT Coordination Report 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.

12. Maintenance and Protection of Traffic (MPT)

MPT shall be designed in accordance with the criteria outlined in NJTA's Design Manual, MPT Standard Drawings, and Lane Closing Tables. 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.

Current number of through lanes must be maintained in each direction throughout the work limits during major construction stages, except for certain bridge-specific locations constrained by superstructure and deck

geometry limitations, short duration (daily/nightly) closures required for Contractor access, placement of construction barrier and line striping changes. For those areas constrained by geometry limitations, the Consultant shall investigate alternate methods for accelerated superstructure reconstruction to be performed while maintaining minimum number of through lanes of traffic during off-peak hours as per the approved Lane Closure Tables in the Authority's 2016 Manual of Traffic Control in Work Zones.

The minimum desirable temporary lane width shall be 10'-6". Temporary median barrier with minimum 1'-0" shoulders shall separate opposing temporary traffic where applicable.

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 foot of permanent lane lines, or within 1 foot of the center of permanent lanes, where feasible.

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 during the design process, so that the Contractor is made fully aware of access restrictions for this project. MPT and construction staging shall be coordinated with any concurrent contracts in the project area.

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

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, and allowable primary and supplemental lane closing hours and details and durations of the construction staging.

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.

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

13. **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.**

14. **Public Hearings.** Compliance by the Consultant with the requirements of Executive Order No. 172 (public hearings) as amended from time to time, to the extent deemed necessary or desirable by the Authority, will not be regarded as Extra Work. The Consultant shall evaluate the need for the Public Hearing Meetings in

Phase A. The Consultant to advise based on recommendations for the need of such hearings for each bridge. For the purpose of estimate, it is anticipated that there will be t public meetings for this Project. Consultant shall prepare all necessary notification lists, displays and handouts for the public meetings. In addition, the Consultant shall attend the public meetings and prepare the public meeting reports, which address all technical comments resulting from each meeting.

E. SPECIFIC REQUIREMENTS, CONDITIONS and SUBMISSIONS

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

1. Ten (10) copies of the Phase A submission shall include the Consultant's evaluations and recommendations for all aspects of the project scope. A CD/DVD submittal of the electronic Phase A submission including all photographs will also be required.
2. Five (5) copies of the preliminary Drainage Report shall be included with the Phase A submission. The report shall address all aspects of the proposed drainage systems as well as any temporary systems needed during the staged construction.
3. Twelve (12) copies of the MPT Coordination Report Submission including Preliminary MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report shall be submitted to the Authority as indicated in the schedule.
4. Twelve (12) copies of the Phase 'B' Documents (60% complete), supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
5. Twelve (12) copies of the Preliminary MPT submission (for Engineering review) including MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report shall be submitted to the Authority as indicated in the schedule.
6. Twelve (12) copies of the MPT submission including MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report for Operations review shall be submitted to the Authority as indicated in the schedule.
7. Twelve (12) copies of the final Constructability Review Report shall be submitted to the Authority with the Phase C Submission as indicated in the schedule.
8. Twelve (12) 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 Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Authority provided spreadsheet calculator. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
9. Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract (download at https://www.njta.com/media/2933/ps_fiberfod.pdf).
10. 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.
11. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, one (1) set of full-size drawings, five (5) sets of 1/2 size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
12. 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 bidding software.

Two sets of full-size Phase 'D' plans, specifications and cost estimate shall be transmitted to the General Consultant under separate cover at the same time.

13. The Consultant will be responsible for shop drawing review and responding to contractors' "Requests for Information" (RFI) both pre-bid and post-bid. Shop and working drawings, together with submittal dates, shall be listed in Section 104.08 of the supplementary specifications along with their submittal dates if required.
14. The Consultant shall prepare the construction cost estimate and construction schedule including interim and final completion dates, prepare any required addenda, attend the bid opening, review bids, and recommend reward or rejection of the low bid. A time scaled bar chart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.
15. **The Consultant shall make an allowance in the amount of 1,500 hours for Construction Consultation Services in the EOI.** These manhours 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. These manhours shall also be provided to attend the design/construction hand-off meeting, the preconstruction meeting and construction progress meetings (the consultant shall assume 2 meetings per month for the progress meetings).
16. 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 3,000 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. It includes but is not limited to preparation of exhibits, consultation with the Authority's financial advisors, or other engineering studies or analyses that may become necessary.

F. MISCELLANEOUS

1. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the New Jersey Turnpike Authority including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Design Engineer will be required to sign a Fiber Optic Cable Certification form (download at https://www.njta.com/media/2933/ps_fiberfod.pdf) attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract.
2. The specifications shall state that the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
3. The Consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.

G. 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 2007 with amendments, and the 2016 NJTA Standard Specifications, 7th Edition, and the latest revisions within the Authority's Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, profile, section and detail presentations shall be to scale in accordance with the Authority's Procedures Manual. A separate estimate of quantity table with quantities broken down by construction stage shall be shown for each bridge on the Construction Plan Sheet for that structure.

3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, Firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under his Order for Professional Services.
7. Reimbursable direct expenses are defined in Section VI, Compensation Basis.
8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.njta.com/doing-business/professional-services/cadd-support>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.

All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted. Pdf file shall be provided in the CD-RW.

9. The Consultant shall develop all plans in CADD format and provide the Authority with all Microstation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.
10. The Consultant shall secure all necessary permits and post all required insurance with utilities as required. All Utility Orders, where required, will be performed under unanticipated services.
11. All inspection work on the NJ Turnpike shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work except as defined in item 14 below.
12. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance.
13. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.
14. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Specification Division 800 for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.
15. The Consultant shall obtain a Traffic Permit prior to performing any work on the Authority's Right-of-Way.
16. 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. Shoulder and lane closings necessary for inspection work or field survey shall be provided and maintained by the

Consultant. A schedule of the lane/shoulder closings as well as slowdowns shall be submitted on a prescribed form to the Authority in accordance with the NJTA Manual for Traffic Control in Work Zones.

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

H. PROJECT COST

Total estimated preliminary construction cost for Contract No. T100.582 is \$63 million.

SECTION V
Staffing Estimate

OPS No. T3824 - Contract No. T100.582
TPK Deck Replacement, Milepost 98.48 to 98.76

	Hours/Tasks								
Classification (ASCE-Grade)	Phase A	Phase B	MPT	Phase C	Phase D	Shop Dwg. Review	Construction Consultation	Design/Post Design Unanticipated Services	Total Hours
Project Manager ()							300	450	
Project/Senior Engineer ()							900	1200	
Engineer ()								1200	
Junior Engineer ()									
Survey (3-man crew)									
CADD								150	
Construction Engineer							300		
Other-Specify ()									
Total Hours							1500	3000	

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

SECTION VI

Compensation Basis

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

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

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

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

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

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

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

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

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

Direct expenses shall include approved subconsultant services, mileage, test pits, Utility Work Orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, railroad flagging and inspection services, railroad and utility permits/insurance, rental cost for bridge inspection equipment, MPT costs, fuel and repairs for rented inspection equipment or TMAs, Authority approved safety vests, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

SECTION VII NEW JERSEY TURNPIKE AUTHORITY 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; or

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 Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION IX

State Contractor Political Contributions Compliance

Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117

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

DEFINITIONS

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general

partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

BREACH OF TERMS OF THE LEGISLATION

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by

the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

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

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

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

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

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

committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

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

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

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

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

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

SECTION XI
Right to Audit

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

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

SECTION XII
Source Disclosure Certification

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

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

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

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

SECTION XIII
Disclosure of Investment Activities in Iran

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

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

SECTION XIV
Antidiscrimination Provisions

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

- (f) The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

Section XVI **ADA Indemnification**

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

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