

May 19, 2021

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3801
DESIGN SERVICES CONTRACT NO. T100.564
REPLACEMENT OF STR. NO. W112.72B**

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

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

Attached (see Attachment A) 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 Profile Code requirements are also eligible to submit an EOI.

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

The Authority has adopted a Disabled Veteran Owned Business (DVOB) Enterprise Program (the DVOB Program). Under the DVOB Program, Firms interested in being considered for this OPS 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. Firms shall demonstrate how they will utilize DVOB Firms in order to achieve the 3% goal and add value to the project team

The Authority shall also be seeking participation of Small Business Enterprises (SBE) as subconsultants. The project goal is 25% SBE participation to New Jersey Businesses (see Attachment B2)

The following attachments are incorporated into and made part of the RFEOI:

- Attachment A – EOI Submission Requirements (A1 – A6); and
- Attachment B - RFEOI Standard Information (B1 through B13)

This solicitation is for professional services required for Contract No. T100.564, which will provide for preliminary and final engineering design, other ancillary activities and services required for the replacement of Str. No. W112.72B, Turnpike Interchange 16W – Ramp ST Over Berry’s Creek Canal.

The specific services for this solicitation can be found in Attachment A4, “Scope of Services” attached herewith.

Project Description

The New Jersey Turnpike Authority’s 2020 Capital Improvement Program provides for the implementation of necessary improvements of Authority assets that will promote highway safety and efficiency by providing for the facilitation of travel on the New Jersey Turnpike and Garden State Parkway. The New Jersey Turnpike’s Interchange 16W ramp Structure No. W112.72B has been determined to require structural replacement as well as operational improvements. Professional engineering services are required for preliminary and final design for the replacement of Str. No. W112.72B. Due to the existing framing and geometric alignment not meeting the current NJTA standards, the new structure will be built off-line on a new alignment and span arrangement based on the recommended Initially Preferred Alternative (IPA) 4C from the Concept Development Report prepared under OPS No. T3735, dated July 2020. The Consultant shall review latest bridge inspection reports and studies, review as-built drawings, and repair contracts in the Authority’s Bridge Inspection and Management System (AssetWise), and perform inspections of the bridges and other impacted facilities and features.

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

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

Project background materials (*preliminary plans, studies, reports, etc.*) will be available for review electronically through the Authority’s Secure File Sharing site in the “*Background Materials*” folder. Access to the secure workspace will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact **Yilun (Frank) Yao, P.E., Project Engineer** via e-mail at yao@njta.com. The subject line should read “OPS No. T3801 Replacement of Str. No. W112.72B, secure file sharing site information.”

Submission Requirements for Expression of Interest

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 **2:00 P.M. on Wednesday, June 9, 2021**. Consultants will be fully responsible for the (electronic) delivery of their EOIs.

Expressions of Interest, and Technical and Fee Proposals will ONLY be accepted through the Authority’s Secure File Sharing site (Kiteworks).

Access to the secure folder(s) in Kiteworks for this OPS will be limited to each Consultant team and NJTA staff (by invitation from Kiteworks). All required submissions are to be uploaded as one PDF document to the appropriate folder for the submission type (e.g. EOI, Technical Proposal, Fee Proposal), you will also be required to use a specific naming

convention when uploading documents (e.g. *OPS #_Fee_Firm Name*). To gain access to Kiteworks, firms should email Jennifer Romero at JROMERO@njta.com with the following information in the subject line: "OPS No. T3801 Kiteworks Access".

Expressions of Interest uploaded to the designated folder after **2:00 P.M. on Wednesday, June 9, 2021** will not be considered. Hard copies will NOT be accepted. E-mails of the PDF will NOT be accepted.

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to **Yilun (Frank) Yao, P.E., Project Engineer** via e-mail at yao@njta.com. The deadline for inquiries is Wednesday, May 26, 2021. 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 Friday, May 28, 2021. Consultants will be responsible for submitting their EOs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

Once the EOs 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 EOs 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 EOs will be evaluated and ranked based on numerical scores resulting from pre-established weighted factors. For this project, the rating factors and their relative weights are:

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

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

When requested, Fee Proposals are to be submitted electronically, through the Authority's Secure File Sharing site (Kiteworks).

Each selected Firm will be given access to the folder designed specifically for the Fee Proposal Submission.

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/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 and are to be returned to the Authority within five (5) business days

Order for Professional Services
(OPS)

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website), the RFEOI, the selected firm's EOI, as well as the selected firm's submitted Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

Attached please find additional information regarding EOI, RFP and project requirements. The Attachments, which are incorporated into and made part of this RFEOI, include: Attachment A and Attachment B.

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF: FY: ms
Attachments

c: L.T. Malak
W. Wilson
Review Committee
File

ATTACHMENT A
Supplemental Information

Subsection No. and Title

- A1. EOI Submission Requirements
- A2. Prequalified and Eligible Consultants
- A3. OPS Procurement and Project Schedule
- A4. Scope of Services
- A5. Staffing Estimate
- A6. Compensation Basis

Subsection A1
EOI Submission Requirements

To be considered for these services, qualified Firms, including Joint Ventures must submit their EOI which shall contain the following:

1. **Letter of Interest** comprised of single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the Firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

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

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

b. Experience of Project Manager on Similar Projects

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

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

c. Key Personnel's Qualifications and Relevant Experience

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

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

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

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

Understanding of the Project

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

Understanding of the Authority's Needs

The Firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the RFEI. 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 Staffing Estimate the extent of work effort required to perform each primary task for the assignment as identified on the assignment Staffing Estimate issued with the RFEI.

e. Approach to the Project

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing workload 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 DVOB and SBE Participation Goals

The Authority has adopted a Disabled Veteran Owned Business (DVOB) Enterprise Program (the DVOB Program). Under the DVOB Program, Firms interested in being considered for this OPS 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. Firms shall demonstrate how they will utilize DVOB Firms in order to achieve the 3% goal and add value to the project team.

The Authority has also adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, Firms interested in being considered for this OPS 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 Engineer and each Key Personnel team members**, 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 staffing estimate** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.

The Authority has provided an estimate of the expected staffing for this OPS, which is identified in Attachment A5 – Staffing Estimate. This information shall be considered by the Consultant in the preparation of their project staffing schedule, which shall include when they intend to deploy each member of the proposed staff and the duration over which the Consultant intends to utilize staff based on the hours provided for in the Staffing Estimate. As a part of this task, the Consultant shall evaluate the hours furnished and shall comment with regard to the distribution by ASCE Grade / Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the Staffing Estimate per Attachment A5 is appropriate for the Consultant to complete the assignment.

5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment.
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.

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 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 the Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
 - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
 - B. A statement that the Firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
 - C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
11. A completed **SBE/DVOB Form – Proposed Schedule of Small Business Enterprise Participation and Disabled Veteran Owned Business Enterprises** 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:
13. A completed **Vendor Source Disclosure** form:
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.
15. **Business Registration Certificate.**

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

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

EOIs are limited to a total of Thirteen (13), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed Six (6) pages, **Resumes**, a maximum of seven (7), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements.

A 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 Staffing Estimate
- Project Schedule (a maximum of 2 pages) – foldout sheets are permitted
- 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 page limitation shall be increased to a maximum of twenty one (21) pages, if the Consultant must exercise option 10C above. The additional eight (8) 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 seven (7) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option 10C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate attachment 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.

Subsection A2
Prequalified and Eligible Consultants

AECOM Technical Services
Arora and Associates, P.C.
Atkins North America, Inc.
Boswell Engineering
Buchart-Horn, Inc.
CDM Smith Inc.
CHA Consulting, Inc.
Dewberry Engineers Inc.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
HDR Engineering, Inc.
IH Engineers, P.C.
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
Malick & Scherer, P.C.
McCormick Taylor, Inc.
Michael Baker International, Inc.
Mott MacDonald LLC
NAIK Consulting Group, P.C.
NV5, Inc.
Parsons Transportation Group, Inc.
Pennonni Associates, Inc.
Stantec Consulting Services, Inc.
STV Incorporated
T.Y. Lin International
Taylor, Wiseman & Taylor
Traffic Planning and Design, Inc.
TranSystems Corporation
Urban Engineers, Inc.
Van Cleef Engineering Associates, LLC
WSP USA Inc.

Subsection A3
OPS Procurement and Project Schedule

Posted	5/19/2021
Deadline for Inquiries	5/26/2021
Posted Responses to Inquiries	5/28/2021
Submittal of Expressions of Interest	6/9/2021
Request for Technical and Sealed Fee Proposals	6/29/2021
Deadline for Technical Inquiries	7/7/2021
Posted Responses to Inquiries	7/9/2021
Submittal of Technical Proposals	7/20/2021
Notify Consultant of Need for Presentation	8/9/2021
Presentation	8/13/2021
Recommendation to Award OPS	9/28/2021
Notice to Proceed	11/15/2021

DESIGN SCHEDULE

Award OPS No. T3801	9/28/2021
Anticipated start of work	11/15/2021
Submittal of Design Schedule	11/22/2021
Submittal of Draft - Preliminary Design Report	1/3/2022
Review Meeting- Draft Preliminary Design Report	1/24/2022
Submittal of Final - Preliminary Design Report	2/28/2022
Review Meeting- Final Preliminary Design Report	3/21/2022
Phase 'A' Submission	5/2/2022
Phase 'A' review meeting	5/23/2022
Finalize Bridge Replacement Alternative	5/30/2022

Submittal of Preliminary Design Plan and Report (Pre-Phase B)	7/5/2022
Pre-Phase B Review Meeting	7/25/2022
Phase 'B' Submission	9/26/2022
Phase 'B' review meeting.....	10/17/2022
Submittal of MPT Plans & Specifications- Operation Review	11/21/2022
Formal Review of MPT Plans & Specifications	12/12/2022
Phase 'C' Submission	3/6/2023
Phase 'C' Review Meeting	3/27/2023
Submittal of Phase 'D' Final Documents	5/8/2023

CONSTRUCTION SCHEDULE

Date of Contract No. T100.564 Advertisement	5/15/2023
Date for Receipt of Bids	6/26/2023
Award of Contract No. T100.564	8/31/2023
Notice to Proceed Contract No. T100.564	10/12/2023
Construction Completion Date	To Be Determined

Project Background Materials

Description of Document	Date
1. Biennial Bridge Inspection Report Bridge Structure No. W112.72B	2019
2. Concept Development Report–Structure No. W112.72B (prepared under OPS No. T3735)	2020

NJTA Contract Plans

1. Str. No. W112.72B, NJ Turnpike Interchange 16W - Ramp ST over Berry's Creek Canal Contract No. W1604, Original Construction (1969)
2. Contract No. R-1293, Deck Repair
3. Contract No. T100.411, Bridge Repairs & Resurfacing Milepost 92 to 122 and the Newark Bay – Hudson County Extension (2019)

Subsection A4 **Scope of Services**

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

The scope of services to be performed include Preliminary and Final Design for the Initially Preferred Alternative 4C from the Concept Development Report prepared under OPS No. T3735, dated July 2020 for the replacement of Str. No. W112.72B, Turnpike Interchange 16W – Ramp ST Over Berry’s Creek Canal. The services also include preparation and execution of all permits and utilities, and Post-Design services.

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

A. GENERAL

1. All services provided by the Consultant shall be performed in accordance with the current versions of the Authority’s Design Manual, Standard Drawings, Sample Design Plans, CADD Standards (including any pertinent modifications required for the Program), Standard Specifications 7th Edition, the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority and are also available on the Authority’s website.
2. Due to the nature of this improvement project, it is understood that the strict implementation and adherence to Authority Standards may unnecessarily complicate and expand the intent of this project. Any additional deviations and/or exceptions to these Standards, for whatever reason, which the Consultant would like to recommend shall be presented to the Authority for consideration at the Kickoff Meeting.
3. Complete bid and contract documents including the plans, supplementary specifications and Engineer’s Estimate, shall be prepared for this project. The Construction Contract No. T100.564 shall include the design for the replacement of Str. No. W112.72B.
4. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations for all aspects of this project. The Consultant shall become familiar with the NJTA’s procedures, presentation and coordinating requirements necessary for the effective performance of the project.
5. The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEI and subsequent Request for Proposal, the terms "Consultant" and/or "Firms" which are used throughout these documents shall not only mean the Engineering Firm, but also Joint Ventures and/or sub-consultants retained by the Engineering Firm for this assignment.
6. It is specifically noted herein that the document review process by the Authority or its representatives is intended to be a review of the documents in a general manner. Review submissions and comments shall not be construed as a comprehensive review or detailed check of the consultant’s work by the Authority or its representatives. It remains the Consultant’s professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment.
7. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority’s review period on selected areas of the project. However, any delays caused by the Authority’s review process shall not be sufficient reason for additional compensation.

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

8. The Consultant will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedure Manual. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.
9. It will be the Consultant's responsibility to bring to the attention of the Authority, in the Expression of Interest, or during preparation of the Expression of Interest, Fee Proposal, any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible for making any resulting design changes without additional compensation.
10. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

B. PROJECT COORDINATION

1. NJTA Coordination

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

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

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

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

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

- d. The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.

2. Other Agency Coordination

The Consultant will be required to contact and meet with representatives of environmental permitting agencies, and/or utilities to review and determine all necessary project requirements, permits and coordination. The Consultant will be required to coordinate with environmental permitting agencies, including but not limited to United States Army Corps of Engineers (USACOE), New Jersey Department of Environmental Protection (NJDEP), etc., as required to complete the necessary permit applications for the project.

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

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

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

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

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

C. STRUCTURE DESCRIPTION

Originally constructed in 1970, existing Str. No. W112.72B NJTP Interchange 16W Ramp ST over Berry's Creek Canal bridge is a three-span steel multi-girder structure with span lengths of 143 ft, 172 ft, and 143 ft. There are two hinges in the center span, both 18 feet from centerline of bearing at each pier. The center span girders are simple span supported on bearings on the cantilevered ends the approach spans with a span length of 136 ft. The out-to-out width of the bridge is 30 ft. The bridge was originally constructed with a 12 ft lane, a 10 ft outside shoulder, and a 2 ft inside shoulder with a 1 ft parapet and 2 ft safety walk on each fascia. However, in 1973, it was restriped to allow for two 12 ft lanes of traffic with no shoulders. The bridge cross section consists of five girders spaced at 6.25 ft with 2.5 ft overhangs. The existing girders are welded steel plate girders with web depths of 60 inches. All girders are made composite with the concrete deck using shear studs. The abutment walls are supported on concrete footings with steel H-pile foundations. Two column piers carry the bridge and are supported by footings on H-piles which are driven to rock.

As-built drawings for the original construction, Concept Development Report and bridge inspection reports are available for review, as listed in the Project Background Materials, Section A3.

D. SCOPE OF PROJECT

Engineering services are required for preliminary and final design for the replacement of the existing Str. No. W112.72B. Due to the existing framing and geometric alignment not meeting the current NJTA standards, staged reconstruction is not an option. It is anticipated that the new structure shall be built off-line on a new alignment and span arrangement. The new alignment and structure shall consider the anticipated future widening of the NJTP Westerly Alignment, assuming the northbound Mainline roadway will incorporate an additional single 12-foot travel lane that would be built on the same horizontal tangent Mainline alignment with a minimal/nominal increase in vertical geometry.

Preliminary Design:

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

The purpose of the preliminary design is to fully evaluate design advancement of the Initially Preferred Alternative 4C from the Concept Development Report prepared under OPS No. T3735, dated July 2020, for the replacement of Str. No. W112.72B. The Consultant shall further develop and refine the conceptual alignment and structural support system (span arrangement, superstructure and substructure type, wall type and configuration); identify any constraints associated with the proposed alignment and project footprint; and assess and quantify all impacts for design advancement. The preliminary plan and report shall supplement the data from the Concept Development Report under OPS T3735.

Final Design:

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

1. Survey

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

Supplemental surveys shall also be required to determine existing rights-of-way and property boundaries as may be necessary for the development of right-of-way acquisition documents, location of utilities, drainage facilities, and other incidental survey work as may be required in the performance of the design effort. **This task shall be completed under Preliminary Design.**

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

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

2. Mapping

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

shall be plotted onto the mapping. The Consultant will be responsible for developing all project mapping determined to be necessary to accomplish the services described herein. **This task shall be performed under Preliminary Design.**

3. Utility Relocations/Protection

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

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

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

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

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

4. Right of Way

The Consultant shall prepare right-of-way acquisition documents, if required. The plans shall be prepared in accordance with the Authority's Design Manual and in accordance with Section 8 and other section of the Authority's Procedures Manual. Right-of-way for construction access and environmental mitigation shall also be considered in the development of right-of-way documents. Right-of-way documents shall comply with the New Jersey Recordation Act (formerly Map Filing Law). The Consultant shall prepare preliminary jurisdictional agreement(s) and map(s) for improvements at the affected areas of the project, outlining the jurisdictional responsibilities of the Authority, State, Counties, and Municipalities at an appropriate scale satisfactory to the Authority. Due to the timeline associated with an extensive ROW acquisition process, the improvements should be developed to involve minimal ROW effort.

5. Executive Order No. 215 and Environmental Permitting

Executive Order 215 (EO 215) requires agencies of the State to prepare and submit an Environmental Assessment (EA) or Environmental Impact Statement (EIS) to the NJ Department of Environmental Protection (NJDEP) in support of major construction projects. The design presented in the EIS/EA shall be as developed during the preliminary design effort with the incorporation of all Authority comments. A separate Technical Memorandum shall be submitted to the Authority for review, which will identify all proposed mitigation measures and estimated costs for approval from the Authority prior to inclusion in the EIS. This document is to be revised according to the Authority's comments. The number of final copies of the EIS to be provided will be dependent on the environmental agency submission requirements. The Consultant will be required to address comments provided by the environmental agencies relative to the EIS if necessary. Preparation of the EIS will be considered complete when it has been approved by the Authority, NJDEP, US Coast Guard

and US Army Corps of Engineers (as deemed appropriate). This approval will include receipt of a Conditional Approval from the NJDEP.

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

6. Other Permits

The Consultant shall investigate all applicable permits for the project. and prepare preliminary documents for the permits. The Consultant shall prepare all other applications and obtain all other necessary permits for the proposed project during Phase B/C.

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

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

7. Storm Water Management/Water Quality Measures

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

8. Drainage Improvements

The Consultant shall develop drainage studies and final designs within the project limits. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with the design. The studies shall also investigate drainage during staged construction. A drainage report shall be submitted as part of the Phase B Submission.

9. Lighting Improvements

The Consultant shall provide a new highway lighting system which will be owned and maintained by the Authority, and snow-plowable reflective pavement markers within the project area for the improvements, relocate existing utility owned highway lighting and prepare utility orders for the Utility Company to install additional lighting as

needed. Provisions in the contract shall be made to clean out existing junction boxes to remain. Lighting shall be designed for temporary requirements during staged construction as well as the final configuration. Provisions shall be included to maintain existing lighting system where applicable.

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

The Consultant shall provide Navigation lights design.

10. Subsurface Investigation

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

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

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

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

11. Roadwork

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

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

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

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

where proposed changes to the existing ground surface preclude stakeout. Photographs of each proposed stakeout along with location labels shall be submitted with the calculations.

12. Signing and Striping

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

13. Structure Replacement

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

The design width and geometry shall consider the requirements for the construction and maintenance and protection of traffic during the replacement and widening of the existing structure.

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

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

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

14. 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 \$500,000 in routine deck repair,** emergency deck repairs and pre-stage work to maintain existing decks in the travel lanes prior to their demolition.

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

15. Temporary Shielding/Catch Protection

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

16. Staging, Demolition and Disposal Operations

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

17. Project Constructability

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

18. Maintenance and Protection of Traffic (MPT)

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

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

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

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

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

Constructability Review – The Consultant shall perform a Constructability Review by qualified construction personnel and prepare a Constructability Report following the NJTA Procedures Manual Section 3.5. The Preliminary Constructability Review Report shall be submitted four (4) weeks prior to the formal Phase B submission. The Final Constructability Review Report shall be submitted with the 95% MPT Submission.

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

19. Shoulder Pavement Evaluation

The Consultant shall conduct and manage a shoulder pavement/inlet 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.**

20. eGIS Deliverable

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

21. Construction Contract Documents

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

22. Project Deliverables

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

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

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

Phase review documents, as outlined in the Authority's Procedures Manual, and approved by the Authority's Design Liaison, shall be prepared by the Consultant. All reports and submissions shall be bound. Submission Distribution Matrices for each Phase Submission, including number of hard and electronic copies, will be prepared and submitted to the Authority's Design Liaison for approval prior to any printing. Additional sets may be requested if deemed necessary to review specific design elements. The submission requirements

will be reviewed by the Authority prior to submittal. The final submission shall follow the Phase "D" submission requirements found in the Authority Design Manual. Included with this submission, the Consultant shall provide to the Authority, at no additional cost, the electronic file(s) of the procurement documents.

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

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

23. Post Design Services

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

24. Unanticipated Services

As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design which cannot be completely identified at this time. In order to fully support the Authority without undue delays, **the Consultant shall make an allowance in the total amount of 3600 hours for 'Unanticipated Services' in the EOI:** The hours shall be distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

E. PROJECT ADMINISTRATION

- a. **Project Design Schedule-** The Consultant shall submit a detailed design schedule upon the OPS' notice to proceed in MS Project, Ver. 11.0, or higher, for review and approval by the Authority. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. **The Schedule submitted for this EOI shall include this required information.**
- b. **Consultant's Project Manager-** It is expected that the Project Manager will actively manage the project and will lead/participate in all project related meetings. **The Project Manager will serve as the primary point of contact for the team and make himself or herself available for project related matters.**
- c. **Progress Reports-** The Consultant will be responsible to prepare and submit a separate monthly progress reports and a financial spending plan for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required

by the Authority, and the status of the project's schedule and budget. Reports must be submitted to the Authority by the 5th of every month and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.

- d. **Status Meetings** – It is anticipated that bi-weekly (2 per month) project status meetings from Notice to Proceed up through the Phase D Submission will be necessary. One meeting shall typically occur at the Authority's Administrative offices, while the other meeting can be a Conference Call/WebEx meeting using the Authority's WebEx, or equivalent, system. The Consultant shall lead the status meetings. Other meetings may be scheduled based on project needs.
- e. **Invoicing Requirements** – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. T3801. Invoices will not be processed before the progress report for that month's activities have been submitted.
- f. Invoices are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project during design, which will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.
- g. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.
- h. The Consultant is responsible to the Authority for the work of its subconsultants.

F. SPECIFIC REQUIREMENTS, CONDITIONS AND SUBMISSIONS

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

Preliminary Design

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

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

- Field survey (as needed)
- Aerial mapping and a Survey Control Report
- Horizontal and vertical alignments (graphical)
- Typical and critical cross sections
- Environmental Constraints Report
- Preliminary roadway plans and typical sections
- Structure type
- Preliminary Geotechnical Investigation (Desk Study)
- Earthwork computations

- Structure and utility relocations
- Maintenance and protection of traffic, construction staging, provision for the continuous operation of speed limit and speed warnings signs, and provisions for the relocation of all fixed signing affected by construction activities
- Drainage modification including recommendations for stormwater quality, quantity and recharge measures required per the new stormwater regulations
- Estimate of construction quantities
- Preliminary signing layout

Final Design

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

A. Phase 'A'

- a. The Phase 'A' submission shall be in the form of 35% complete contract drawings. The Consultant shall submit a design element modification request to the Authority listing all design elements that do not meet the minimum criteria. For submission requirements, refer to section 3.4.2 of the NJTA Procedures Manual.
- b. The Consultant, based on his investigations, shall identify other work recommended for repair in the project while the Contractor is mobilized. Separate Construction Estimates should be completed for this work.
- c. It is anticipated Construction will need to be tied to a seasonal calendar. The Consultant shall make their recommendations with the understanding of the anticipated Contract Award date. Work may be performed under active contracts to meet seasonal restrictions.
- d. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with the CDs. Comments will be furnished to the Consultant within 15 working days.
- e. The recommendation to proceed to Phase "B" will be made approximately one (1) month after submission of the Phase A submission. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "A" Submission.

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

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

C. Phase 'B' and MPT

- a. The Phase 'B' submission shall be in the form of 70% complete contract drawings, a preliminary construction schedule and Engineer's Estimate by Stage. Plans shall present new or proposed details. The plans shall indicate any utilities, local roads or other similar pertinent information that may affect the performance of the work. Elevation views shall be provided to illustrate geometric plans to include plan and elevation of the new superstructure constraints and accessibility.
- b. The submission of preliminary traffic plans, specifications and construction schedule shall contain detailed allowable lane closing hours for each direction to cover such work as temporary striping, placing and resetting temporary construction barrier, and providing access for lane closings. The preliminary traffic plans and specifications will be reviewed and discussed at a meeting. Detailed construction staging drawings and traffic specifications will be required for each closing condition.
- c. Utility Orders shall have completed Phase "B" checklists. Formal requests for Design Modifications shall be developed for review and approval prior to the Phase "B" Submission.
- d. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7th Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes and Capex User's Guide shall also be provided.
- e. A Draft Project Specification shall also be submitted with the Phase "B" submission.
- f. The Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, detour routes or other requirements which necessitate preliminary review and guidance by the Authority's Operations Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.
- g. Based on the proposed staging of work, the Consultant may be required to complete additional work-zone traffic impact analysis using the Highway Capacity Manual, other AASHTO and FHWA guide publications or software models and Authority furnished link traffic volumes. Work shall be performed under the guidance of a Certified Professional Traffic Operations Engineer.
- h. Ten (10) copies of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
- i. Following the Phase B Submission and Review, the Consultant shall prepare an 95% MPT Submission including final traffic control plans, complete MPT specifications and appendices, a construction schedule with backup computations. The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, allowable primary and supplemental lane closing hours and details and durations of the construction staging. This submission will be provided to the Operations Department for review. The Consultant will participate in a review meeting with the Operations Department, and comments received shall be incorporated within the Phase C Submission as indicated in the design schedule.

- j. The recommendation to proceed to Phase "C" will be made approximately 1 month after submission of the Phase "B" documents. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "B" Submission.
- k. Funding for the remainder of Design and the Construction Budget will need Confirmation prior to proceeding to Phase "C".
- l. The Pre-Phase "C" submission shall be submitted at least four (4) weeks prior to the Phase "C" submission deadline, unless otherwise noted, to allow appropriate time to review and include all necessary changes in the Phase "C" submission.

D. Phase 'C'

- a. The Pre-Phase "C" submission shall be submitted in accordance with section 3 of the NJTA procedure manual (utility orders, ITS & lighting submission, agreements for jurisdiction and maintenance etc.).
- b. The Phase 'C' submission shall include a final construction schedule with comments incorporated from previous submissions. The Final Constructability Report shall be performed by a qualified Construction Engineer, not a member of the design team. The Consultant shall submit, as part of the Phase 'C' a Construction Schedule Submission with backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule.
- c. The Phase "C" submission shall include confirmations of recommendations made at Phase "A" and propose necessary efforts to complete construction within all permitting constraints. Work needed to be performed by others shall be identified and accounted for in the engineer's estimate.
- d. Fifteen (15) copies of the Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The estimate of quantities shall provide approximately 1-2% contingency for items under the "if and where directed by the Engineer", as appropriate, within the contract.

E. Phase 'D'

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

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

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

G. Miscellaneous

1. The consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications. The Engineer will be required to sign a Fiber Optic Cable Certification form (download at www.njta.com/media/2933/ps_fiberfod.pdf) attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract.
2. Include into the construction contract where necessary provisions for controlling the dust and noise originating from all construction operations.
3. The specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
4. The consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
5. The Consultant shall use the "Guideline for Use of VMS Systems for Construction" in developing recommendations for use of the various types of permanent variable message signs, and in the preparation of details for portable variable message signs.
6. The Consultant shall identify areas where NJTA and NJDOT roadway lighting or communication facilities will be affected by work and make provisions for maintenance of same, as necessary. The consultant shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08.
7. The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters.

H. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated May 2007, or latest, the 2016 Standard Specifications, 7th Edition, the latest Standard Supplementary Specifications and the Authority's Manual for Traffic Control in Work Zones.
2. All plan, elevation, cross-section and detail presentations shall be to scale.
3. All printing of contract bid documents will be performed by the Authority. Phase review documents, of which ten sets are required for Phase 'B', fifteen sets with complete supplementary specifications are required for Phase 'C', and five sets with final supplementary specifications are required for Phase 'D'

in addition to a duplication ready supplementary specification, must be prepared by the Consultant. All reports and submissions shall be bound.

4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Section A6, Compensation Basis.
8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall obtain a Traffic Permit prior to performing any work on Authority Right of Way.
10. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
11. The truck mounted attenuator (TMA) shall be provided by the Consultant. The TMA shall be the Alpha100K as manufactured by Energy Absorption System, Inc., and distributed by Transpo Industries, Inc., or an approved NCHRP 350, Test Level 3 compliant equal. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance. If the TMA becomes damaged or inoperable during the inspection, the Consultant shall provide a replacement unit.

I. **PROJECT COST**

The construction cost for Contract T100.564 Replacement of Str. No. W112.72B, and associated work is approximately \$53 million.

Subsection A5
Staffing Estimate

	Hours/Tasks											
Classification (ASCE-Grade)	Project Control/ Management	Preliminary	Phase A	Pre-Phase B	Phase B	MPT	Phase C	Phase D	Shop Dwg. Review	Construction Consultation	Unanticipated Services	Total Hours
Project Manager ()										400	500	
Project/Senior Engineer ()										1200	1400	
Engineer ()											1400	
Junior Engineer ()												
Survey (3-man crew)												
CADD											300	
Construction Engineer										400		
Other-Specify ()												
Total Hours										2000	3600	

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

Subsection A6
Compensation Basis

The Consultant will be responsible for paying all tolls.

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

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

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;

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

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the Expression of Interest and Fee Proposal. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the Staffing Estimate as shown in Attachment A5.

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

Direct expenses shall include approved subconsultant services, mileage, test pits, Utility Work Orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage will be paid at the prevailing rate. Mileage will be reimbursed

for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

Expenses for lodging and meals will be paid in accordance with the Federal per diem rates which can be found at www.gsa.gov/perdiem. Compensation for lodging and meals must be approved in 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 its convenience. This shall also apply to the Consultant's subconsultants.

ATTACHMENT B
Standard Supplemental Information

Subsection No. and Title

- B1. Administrative and Agreement Information
- B2. Small Business Enterprise and Disabled Veteran-owned Business Programs
- B3. 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)
- B4. State Contractor Political Contributions (P.L. 2005, Chapter 51 and Executive Orders 134 and 117)
- B5. Set-Off for State Tax (N.J.S.A. 54:49-19)
- B6. Office of State Comptroller Right to Audit (N.J.A.C. 17:44-2.2)
- B7. Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
- B8. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-57(a) and N.J.S.A. 52:32-56(e)(3))
- B9. Antidiscrimination Provisions (N.J.S.A. 10:2-1)
- B10. Executive Order 189 (1988 - Kean) ADA Indemnification
- B11. Diane B. Allen Equal Pay Act
- B12. Business Registration Certificate

Subsection B1
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 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 attachments of its EOI containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.

Subsection B2
Small Business Enterprise and Disabled Veteran-owned Business 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 **subconsultants who are registered with the Division as a DVOB**. 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.

Consultant shall maintain adequate records to document their efforts and will provide same **with their Expression of Interest. (Form D - SBE/DVOB Unavailability Certification)**.

Subsection B3
Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.
Goods, General Services, and Professional Services Contracts

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 ex-pression, 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, affection-al 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, up-grading, 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 AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://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 requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Subsection B4
State Contractor Political Contributions Compliance
Public Law 2005, Chapter 51, (Formerly EO 134) and Executive Order 117

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

Definitions

For the purpose of this Attachment, 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 attachment 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

Breach of Terms of the Legislation

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

Certification and Disclosure Requirement

- 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 attachment, 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, attachment 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 Disclosure of P.L. 2005, C. 51 (Executive Order No. 117)

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

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

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

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

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

Subsection B5
Set-Off for State Tax

Pursuant to N.J.S.A. 54:4-19, 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 attachment 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.

Subsection B6
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.

Subsection B7
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).

Subsection B8
Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-57, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the Authority's "*Disclosure of Investment Activities in Iran*" certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers must review this list prior to completing the certification. If the Authority finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Completion of the certification is required of each Proposer (and all Subconsultants) and is available on the Authority's website.

Subsection B9
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 attachment of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this attachment of the contract.

Subsection B10
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.

Subsection B11
ADA Indemnification Act

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

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

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this attachment. 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.

Subsection B12
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>

Subsection B13
Business Registration Act

Proof of valid business registration with the State of New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, shall be submitted by the successful Firm prior to award of the OPS in the form of a valid Business Registration Certificate in compliance with N.J.S.A. 52:32-44, as amended. No OPS shall be awarded without proof of business registration with the Division of Revenue and Enterprise Services. Any questions with regard to obtaining a BRC can be directed to the Division of Revenue and Enterprise Services by visiting their website at state.nj.us/treasury/revenue. Failure to comply with the requirements of N.J.S.A. 52:32-44 will result in penalties per N.J.S.A. 54:49-4.1.