

January 7, 2022

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3898
DESIGN SERVICES FOR CONTRACT NO. T100.638
DECK REHABILITATION OF NEWARK BAY-HUDSON COUNTY EXTENSION (NB-HCE) BRIDGES
ZONES 2 AND 3**

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

Profile Codes	Descriptions
A092	Bridges: Miscellaneous Repairs
A095	Bridges: Deck Reconstruction

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 engineering services required for Contract No. T100.638, which will provide for final design of deck rehabilitation and miscellaneous structural repairs of select high priority structures located in Zones 2 and 3 of New Jersey Turnpike's Newark Bay-Hudson County Extension (NB-HCE), between Interchange 14A and the eastern terminus at the Holland Tunnel Approach.

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. New Jersey Turnpike Major Bridge Str. Nos. N7.13, N7.52 and N7.90E, which are located in Zone 3 of the NB-HCE in downtown Jersey City, have been determined to require rehabilitation of their deteriorated bridge decks carrying the eastbound NB-HCE roadway. Other structures, which are located in Zone 2 of the NB-HCE in Jersey City, may also warrant deck rehabilitation and shall be evaluated for inclusion in this project.

Professional engineering services, which will be performed under OPS No. T3898, involve final design of deck rehabilitation and miscellaneous structural repairs of Str. Nos. N7.13, N7.52 and N7.90E in NB-HCE Zone 3, together with other high priority structures in NB-HCE Zone 2. The primary objective of Contract No. T100.638 is to rehabilitate the deteriorated bridge decks and extend the service life of these select structures, until they are ultimately replaced under the Authority's Newark Bay-Hudson County Extension (NB-HCE) Capacity Enhancement Program in approximately 10 years. A secondary objective of Contract No. T100.638 is to address other deficiencies, such as deteriorated superstructure steel, which may warrant repair in conjunction with the deck rehabilitation.

The scope of work for OPS No. T3898 involves the critical review of commercially available construction methods and best industry practices for deck rehabilitation, and the selection of the optimal solution which meets project goals and remains within the current construction budget. The Consultant shall review latest bridge inspection reports, as-built drawings, and studies; perform bridge inspections; analyze and prioritize the bridge list for deck rehabilitation and its associated cost; and prepare estimated construction costs for each candidate bridge. The Consultant shall provide recommendations for each bridge regarding the optimal method/approach for deck rehabilitation including the application of ABC (Accelerated Bridge Construction) methods; evaluation of conventional demolition versus hydrodemolition; evaluation of partial depth versus full depth rehabilitation; evaluation of conventional overlays versus Structural Bridge Deck Overlays (SBDOs) using emerging technologies such as Ultra High Performance Concrete (UHPC); environmental permitting constraints; construction cost; and traffic control and staging. The Consultant shall prepare preliminary and final construction contract documents, and provide post design services including shop drawing review, construction consultation and related tasks.

The scope of bridge deck rehabilitation shall include repair/replacement of those items incidental to the bridge deck such as deck joints and drainage facilities. The scope of work may also include the repair/replacement of bridge parapets, median barrier and roadway lighting, if warranted by poor condition or necessitated by construction staging. Miscellaneous structural repairs may include repair/replacement of bearings, repair of deteriorated superstructure steel, and other ancillary work.

The following list, which summarizes all 19 bridges in NB-HCE Zones 2 and 3, is being presented for completeness. **The 11 candidate bridges being considered for deck rehabilitation under this project are highlighted as follows.**

NB-HCE Zone 2

1. **Str. No. N3.53D - Turnpike Int. 14A Ramp TE over NJ Route 440, HBLR and Conrail**
2. Str. No. N3.53E - Turnpike Int. 14A Ramp TP over Pulaski Street
3. Str. No. N3.53FR – Turnpike Int. 14A Ramps TE/ET over NJ Route 440, NJDOT Ramp Y, Turnpike Int. 14A Ramp Port/TP-440, Conrail, HBLR and Avenue E (Circle)
4. Str. No. N3.53H - Turnpike Int. 14A Ramps Port/TP-440 over NJ Route 440
5. Str. No. N3.53I - Turnpike Int. 14A Ramp TP-440 SB over Turnpike Int. 14A Ramps TE/440 NB-TP and Port Jersey Boulevard
6. **Str. No. N3.73 - Turnpike HWE/HEW over Turnpike Int. 14A Ramps ET/TW, NJ440, HBLR and Conrail**
7. **Str. No. N4.12 - Turnpike HWE/HEW over Linden Avenue**
8. **Str. No. N4.52 - Turnpike HWE/HEW over Chapel Avenue and Lehigh Valley Railroad**
9. **Str. No. N5.34 - Turnpike HWE/HEW over Lehigh Valley Railroad, Bayview Avenue and Plant Roads**
10. **Str. No. N5.56A - Turnpike HWE/HEW and Int. 14B Ramp TE over Turnpike Int. 14B Ramps WT/TE**
11. **Str. No. N5.56B - Bayview Avenue over HBLR, Conrail, Freight Yard and Access Road**
12. **Str. No. N5.66 - Turnpike HWE/HEW and Int. 14B Ramp ET over Central Railroad of NJ**

NB-HCE Zone 3

13. Str. No. N6.49 – Turnpike HWE/HEW over Jersey City Streets, HBLR and Former Railroad Yards
14. Str. No. N6.80E – Turnpike HWE Ramp B over Grand Street (CR 622) and Colden Street
15. Str. No. N6.80W - Turnpike HEW Ramp A over Grand Street (CR 622) and Colden Street
16. **Str. No. N7.13 - Turnpike HWE/HEW over Jersey City Streets and PATH**
17. **Str. No. N7.52 - Turnpike HWE/HEW over Jersey City Streets, Conrail, and Railroad Yards**
18. **Str. No. N7.90E - Turnpike HWE over Jersey City Streets, Conrail, and Railroad Yards**
19. Str. No. N7.93W – Turnpike HEW over Coles Street, Conrail, and Railroad Yards

The most recent biennial inspection reports and/or repair contracts for all 11 candidate bridges in NB-HCE Zones 2 and 3 shall serve as the basis for establishing the scope of work for Contract No. T100.638. The current construction budget for this project is \$70 million. Final design of deck rehabilitation shall be developed, such that it provides a best value selection of bridges in NB-HCE Zones 2 and 3 which remains within the construction budget. As part of the Phase A design submission, the Consultant shall submit an inventory of all areas of work which are deemed warranted for repair. From this inventory, the Consultant shall offer recommendations to address the highest priority repairs on each bridge while remaining within the construction budget. These recommendations shall be supported by narrative in the Phase A report which substantiates the rationale for excluding or including each repair type in the inventory of warranted repairs.

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 RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact **Jean Helen Laird, P.E., Senior Project Engineer** via e-mail at laird@njta.com. The subject line should read "OPS No. T3898 Deck Rehabilitation of NB-HCE Bridges, Zones 2 and 3, secure file sharing site information."

Submission Requirements for Expression of Interest

Firms that are interested in being considered for these services must submit a total of **five (5)** copies of their Expression of Interest, no later than **2:00 PM on Wednesday, January 26, 2022**. EOI's are to be submitted as follows: **One (1) PDF** copy uploaded to the Authority's Secure File Sharing Site (Kiteworks); as well as **four (4)** hard copies, delivered to the Authority's Headquarters on or before the date and time referenced above.

Late submissions will not be considered.

EOI's shall be addressed to:

Hand or Overnight Delivery

**New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Structures Design
Jean Helen Laird, P.E., Senior Project Engineer**

U.S. Mail

**New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Structures Design
Jean Helen Laird, P.E., Senior Project Engineer**

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 #_EOI/Technical Proposal/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. T3898 Kiteworks Access".

Expressions of Interest uploaded to the designated folder and hand delivered after 2:00 PM on Wednesday, January 26, 2022 will not be considered.

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to **Jean Helen Laird, P.E.** via e-mail to laird@njta.com. The deadline for inquiries is Tuesday, January 18, 2022. 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 Wednesday, January 19, 2022. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

The EOIs will be evaluated and ranked 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 of 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 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, the RFP, as well as the selected firm's submitted Technical Proposal and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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:JHL:dmm
Attachments

c: L.T. Malak, P.E.
W. Wilson, P.E.
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 RFEOI. The Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

Reasonableness of Staffing Estimate

The Firm shall demonstrate through an attached 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 RFEOI.

e. Approach to the Project

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

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

*This form is **required** from the successful firm (and all subconsultants) prior to award of the OPS.

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.
ATANE Engineers, Architects and Land Surveyors, P.C.
Atkins North America, Inc.
Boswell Engineering
CDM Smith Inc.
Dewberry Engineers Inc.
French & Parrello Associates, P.A.
Gannett Fleming, Inc.
Greenman-Pedersen, Inc.
Hardesty & Hanover, LLC
HDR Engineering, Inc.
IH Engineers, P.C.
Info Tran Engineers, PC
INFRA TECH ENGINEERING LLC
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
KS Engineers, P.C.
LS Engineering Associates Corporation
Malick & Scherer, P.C.
McCormick Taylor, Inc.
McLaren Engineering Group
Michael Baker International, Inc.
Modjeski & Masters, Inc.
Mott MacDonald LLC
MP Engineers, P.C.
NAIK Consulting Group, P.C.
Parsons Transportation Group, Inc.
Pennonni Associates, Inc.
SJH Engineering, P.C.
Stantec Consulting Services, Inc.
STV Incorporated
T&M Associates
T.Y. Lin International
Taylor, Wiseman & Taylor
Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc.
Traffic Planning and Design, Inc.
TranSystems Corporation
Urban Engineers, Inc.
Van Cleef Engineering Associates, LLC
W.J. Castle P.E. and Associates P.C.
WSP USA Inc.

Subsection A3
OPS Procurement and Project Schedule

Posted	01/07/2022
Deadline for Inquiries	01/18/2022
Posted Responses to Inquiries	01/19/2022
Submittal of Expressions of Interest	01/26/2022
Request for Technical and Sealed Fee Proposals	02/16/2022
Deadline for Technical Inquiries	02/23/2022
Posted Responses to Inquiries	02/25/2022
Submittal of Technical Proposals	03/08/2022
Notify Consultant of Need for Presentation	03/28/2022
Presentation	04/01/2022
Recommendation to Award OPS	04/26/2022
Notice to Proceed	06/07/2022

DESIGN SCHEDULE

Recommendation to Award OPS	04/26/2022
Notice to Proceed	06/07/2022
Submittal of Design Progress Schedule	06/21/2022
Phase 'A' Submission	09/27/2022
Phase 'A' Review Meeting	10/18/2022
Preliminary MPT Coordination Report Submission	11/22/2022
Preliminary MPT Coordination Report Review Meeting	12/13/2022
Phase 'B' Submission	03/21/2023
Phase 'B' Review Meeting	04/11/2023
MPT Submission for Engineering Review	05/16/2023

MPT Submission for Operations Review	06/06/2023
MPT Review Meeting.....	06/27/2023
Phase 'C' Submission.....	08/01/2023
Phase 'C' Review Meeting.....	08/22/2023
Phase 'D' Final Contract Documents Submission.....	09/19/2023
Completion of all Construction Work.....	12/31/2026 (Est.)
Administration Project Closeout.....	06/30/2027

CONSTRUCTION SCHEDULE

Contract No. T100.638 Advertisement.....	10/10/2023
Receipt of Bids.....	11/21/2023
Recommendation to Award Contract No. T100.638	12/19/2023
Notice to Proceed of Contract No. T100.638	02/06/2024
Completion of all Construction Work.....	12/31/2026 (Est.)

Project Background Materials

Bridge Inspection Reports

2020 Biennial Bridge Inspection Reports for Bridge Str. Nos. N3.53D, N3.73, N4.12, N4.52, N5.34, N5.56A, N5.56B, N5.66, N7.13, N7.52 and N7.90E

NJTA Contract Plans – Reconstruction and Widening

- Contract No. T100.381 – Shoulder and Ramp Bridge Deck Reconstruction and Miscellaneous Improvements, Milepost N0.00 to N6.00
- Contract No. T100.321 – Rehabilitation of Structure Nos. N6.49, N6.80E and N6.80W, Milepost N5.80 to N8.20
- Contract No. T100.125 – Bridge Deck Reconstruction and Miscellaneous Improvements, Newark Bay-Hudson County Extension, Milepost N6.00 to N8.20
- Contract No. T100.123 – Northern Turnpike Bridge Deck Reconstruction, Milepost 83.0 to 122.0 and the Newark Bay-Hudson County Extension
- Contract No. R-1412 – Eastbound Deceleration Lane Widening of East Viaduct and Grand Street Ramp, Structure Nos. N6.49 and N6.80E

NJTA Contract Plans – Repairs

- Contract No. T200.508 – Roadway Lighting Repairs, Interchange 14 and Newark Bay-Hudson County Extension, Mileposts 103.7 to 105.4, N3.3 to N5.3, N6.0 to N8.2, Hudson & Essex Counties

NJTA Contract Plans – Original Construction

- Contract No. N-14 – Steel Superstructure (Structure Nos. N3.53D and N3.73)
- Contract No. N-16 – Steel Superstructure (Structure Nos. N4.12, N4.52, N5.34, N5.56A and N5.66)
- Contract No. N-18A – Concrete Deck (Structure Nos. N3.53D and N3.73)
- Contract No. N-18B – Concrete Deck (Structure Nos. N4.12, N4.52, N5.34, N5.56A and N5.66)
- Contract No. N-18C – Concrete Deck (Structure No. N5.56B)
- Contract No. N-20 – Steel Superstructure (Structure No. N5.56B)
- Contract No. N-24 – Steel Superstructure (Structure No. N7.13)
- Contract No. N-25B – Concrete Deck (Structure No. N7.13)
- Contract No. N-25C – Concrete Deck (Structure No. N7.52)
- Contract No. N-25D – Concrete Deck (Structure No. N7.90E)
- Contract No. N-27A – Steel Superstructure (Structure No. N7.52)
- Contract No. N-27B – Steel Superstructure (Structure No. N7.90E)

Subsection A4 **Scope of 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 in strict conformance with the Authority's standards of quality as found in the Standard Specifications, Standard Drawings, Design and Procedures Manuals, and CADD Standards. These publications and drawings are available on the Authority's website.

2. Complete bid and contract documents including plans, specifications, and Engineer's Estimate, shall be prepared for this project. They shall include the design of new facilities and the demolition and removal of existing facilities.
3. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations governing the design. The Consultant shall become familiar with NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
4. It will be the Consultant's responsibility to bring to the attention of the Authority in the Expression of Interest, or during preparation of the Expression of Interest, any errors, omissions, or non-compliance discovered in the "Scope of Services" section. By neglecting to do so, the Consultant will be responsible to make resulting design changes without additional compensation.
5. 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.
6. The Consultant shall allow for a minimum three (3) week review period by the Authority for each submission. The Consultant may, at their 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 and submit one (1) complete set to the Authority's Liaison Engineer, for advanced review and authorization to submit the phase review materials.

7. 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.

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 Liaison Engineer to ensure an expeditious exchange of information. The Authority shall be informed of all meetings with outside agencies, government officials and/or groups so that Authority personnel may attend, if necessary.
- b. The Consultant shall work in harmony with any and all entities that have been and may be retained by the Authority for this project, including the Program Manager and Design Consultants for the NB-HCE Capacity Enhancement Program.
- c. Consultant's Project Manager – It is expected that the Project Manager will actively manage the project and 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.
- d. The Consultant shall prepare and submit a design schedule upon the OPS' Notice to Proceed in MS Project 2013 or higher, for review and approval by the Authority. Monthly updates, reflecting the baseline

schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports. The schedule shall be resource loaded and provide monthly earned value analysis reports. Submission milestones shall be presented in conjunction with elements contained in the Expression of Interest.

- e. The Consultant shall prepare and submit for Authority approval the wage rates of personnel that will be working on the project.
- f. Progress Reports - The Consultant will be responsible to prepare and submit a separate monthly progress report 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 correspond to the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.
- g. Invoices - Invoices shall be submitted and received by the Authority's Finance Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project kickoff meeting. All invoices shall be consecutively numbered and reference Order for Professional Services No. T3898. Invoices will not be processed before the progress report for that period's activities has been submitted.
- h. The Consultant shall notify the Authority's Liaison Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs they may incur above and beyond the authorized fee.
- i. Throughout the duration of the project, the Consultant shall maintain a document control system recording the disposition of all documents associated with the project.
- j. 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 subconsultants' work prior to providing copies/submissions to the Authority. If extensive errors/omissions are found during reviews, the work will be rejected, and it shall be revised and resubmitted at no additional cost to the Authority.

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

- a. The Consultant will be required to contact and meet with representatives of the City of Jersey City, Hudson County, NJDOT, PANYNJ, TRANSCOM, railroads (Conrail, CSX, Norfolk-Southern, NJ Transit, PATH or other), utilities, environmental regulatory agencies, and other affected entities to review and determine all necessary project requirements, permits, utility orders, traffic control requirements and coordination. The Consultant shall notify the Authority immediately if it is revealed during initial contact that any railroad ownership has changed.
- b. The Consultant may be required to set up an escrow account for each railroad agency for the purpose of field inspection, access permits and flagmen costs and plan review. The escrow dollar amount may vary as the project scope is refined.

For bridge inspection work over active railroads, the Consultant shall have their Team Leaders and Inspectors complete safety training as required by the respective railroad owner. The Consultant shall obtain railroad/utility permits and flagging necessary to access and perform inspections. **For the purpose of estimating the costs for railroad permits, flagging, inspection services and escrow accounts, Proposers shall assume a value of \$20,000 in their Fee Proposal, unless upon review of all requirements it is expected to exceed this value.**

- c. Preliminary MPT and Phase 'C' contract documents shall be provided to each owner having jurisdiction for review. Resulting comments shall be addressed by the Consultant and the NJTA shall be copied.
- d. 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.
- e. 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 interested persons, groups, and government organizations.
- f. The Consultant shall confirm with all stakeholders of the project that all necessary project permits have been obtained, and all necessary project requirements are satisfied before advertising.
- g. The Consultant shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the 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. PROJECT BACKGROUND

Built in 1956, the Newark Bay-Hudson County Extension (NB-HCE) extends east across Newark Bay from New Jersey Turnpike Interchange 14 in Newark (MP N0.00) to its eastern terminus at the Holland Tunnel Approach in downtown Jersey City (MP 8.20). The NB-HCE provides a critical regional transportation link via New Jersey Turnpike Interchanges 14A, 14B and 14C, and is subject to high traffic demands. This extension of the New Jersey Turnpike is 8 miles in length of which about 70% is on structure, and it carries two travel lanes in each direction. The eastbound and westbound roadways are typically separated by the Authority's standard 42-inch high median barrier, with 12-foot wide right shoulders, and parapets which are either original safety walks with metal handrail or standard safety shape barrier parapet. Near its eastern terminus, the roadway splits into two separate bridge structures.

The 65-year old structures carrying the NB-HCE have undergone extensive repairs and modifications since their original construction, including bridge deck repairs and resurfacing, miscellaneous structural repairs, as well as widening in several areas. However, the cumulative traffic volume on these structures has continued to cause irreparable wear and deterioration with the bridge decks, thereby necessitating their substantial reconstruction. As a result, in 2009 the Authority proceeded with a major rehabilitation program involving bridge deck reconstruction and miscellaneous structural and roadway improvements of various high priority structures along

the NB-HCE. The rehabilitation work was programmed and broken out into the following three work zones.

- NB-HCE Zone 1 Turnpike Interchange 14 to Garfield Avenue (MP N3.40)
- NB-HCE Zone 2 Garfield Avenue (MP N3.40) to Turnpike Interchange 14C (MP N6.00)
- NB-HCE Zone 3 Turnpike Interchange 14C (MP N6.00) to eastern terminus approaching the Holland Tunnel (MP N8.20)

Since 2009 the Authority has completed five major bridge deck reconstruction projects in Zones 1 and 3 under Contract Nos. T100.034, T100.123, T100.125, T100.321 and T100.381. In addition, the Authority has widened an existing viaduct and companion ramp structure east of Interchange 14C (in NB-HCE Zone 3) under Contract No. R-1412, and also widened three existing bridges and constructed 4 new bridges at Interchange 14A (in NB-HCE Zones 1 and 2) under Contract No. T300.311. A sixth major bridge deck reconstruction project, Contract No. T100.184, is currently underway in NB-HCE Zones 1 and 2 and is scheduled for completion in 2023.

Contract Phasing in NB-HCE Zone 3

The five adjoining mainline structures in NB-HCE (Str. Nos. N6.49, N7.13, N7.52, N7.90E and N7.93W) comprise a contiguous viaduct carrying two travel lanes in each direction, between Interchange 14C and the eastern terminus at the Holland Tunnel Approach. The two westerly viaducts, Str. Nos. N6.49 and N7.13 carry both eastbound and westbound roadways separated by a 42-inch median barrier. To the east of Str. No. N7.13, the NB-HCE eastbound and westbound roadways are supported independently by the remaining three viaducts in Zone 3. The eastbound and westbound roadway sections on the five mainline structures typically include left shoulders of nominal width and right shoulders of 12-foot width.

Due to the magnitude of the bridge deck reconstruction program and its potential impact on traffic operations in NB-HCE Zone 3, the Authority decided to phase the work based on prioritization of rehabilitation needs, construction staging, work zone constraints, and coordination with concurrent construction in the region. The **First Phase** of NB-HCE Zone 3 bridge deck reconstruction was performed under Contract Nos. T100.123 and T100.125.

Contract No. T100.123 served as pre-stage work for the subsequent major bridge deck reconstruction performed under Contract No. T100.125, and was completed in 2011. Its scope of work included reconstruction of the original bridge parapet and fascia bay in the right shoulder of Str. Nos. N6.49, N7.13 and N7.52, and deck repairs and resurfacing of all five NB-HCE Zone 3 mainline structures. Contract No. T100.125 involved bridge deck reconstruction and miscellaneous improvements in the westbound roadway only, from the Jersey Avenue Approach at Milepost N8.20 to Interchange 14C at Milepost N6.00. Contract No. T100.125 was completed in 2017 and entailed deck reconstruction of Str. Nos. N7.93W, N7.52, N7.13, N6.49 and 6.80W.

The **Second Phase** of the NB-HCE Zone 3 bridge deck reconstruction program was completed in 2021 under Contract No. T100.321, and entailed complete rehabilitation of Str. Nos. N6.49, N6.80E and N6.80W, together with routine deck repairs and resurfacing throughout NB-HCE Zone 3.

The three easterly viaducts, Str. Nos. N7.13, N7.52 and N7.90E, were originally included in the scope of deck reconstruction under Contract No. T100.321. These three structures were subsequently removed from Contract No. T100.321, when it was determined that additional traffic demands imposed on the eastbound NB-HCE roadway by NJDOT's Pulaski Skyway Program made construction staging unfeasible in the eastern half of NB-HCE Zone 3. As such, they are now being included as the highest priority structures in the **Third Phase** of the NB-HCE Zone 3 bridge deck reconstruction program under this project, Contract No. T100.638.

As-built drawings for original construction and repairs, bridge inspection and monitoring reports, and draft material investigation reports are available for review, as listed in Subsection A3 under Project Background Materials.

The 11 candidate structures being considered for deck rehabilitation under this project are listed in ascending order by Milepost as follows.

NB-HCE Zone 2

1. Str. No. N3.53D - Turnpike Int. 14A Ramp TE over NJ Route 440, HBLR and Conrail
2. Str. No. N3.73 - Turnpike HWE/HEW over Turnpike Int. 14A Ramps ET/TW, NJ440, HBLR and Conrail
3. Str. No. N4.12 - Turnpike HWE/HEW over Linden Avenue
4. Str. No. N4.52 - Turnpike HWE/HEW over Chapel Avenue and Lehigh Valley Railroad
5. Str. No. N5.34 - Turnpike HWE/HEW over Lehigh Valley Railroad, Bayview Avenue and Plant Roads
6. Str. No. N5.56A - Turnpike HWE/HEW and Int. 14B Ramp TE over Turnpike Int. 14B Ramps WT/TE
7. Str. No. N5.56B - Bayview Avenue over HBLR, Conrail, Freight Yard and Access Road
8. Str. No. N5.66 - Turnpike HWE/HEW and Int. 14B Ramp ET over Central Railroad of NJ

HB-HCE Zone 3

9. Str. No. N7.13 - Turnpike HWE/HEW over Jersey City Streets and PATH
10. Str. No. N7.52 - Turnpike HWE/HEW over Jersey City Streets, Conrail, and Railroad Yards
11. Str. No. N7.90E - Turnpike HWE over Jersey City Streets, Conrail, and Railroad Yards

The scope of work shall include Str. Nos. N7.13, N7.52 and N7.90E in NB-HCE Zone 3, together with other high priority structures in NB-HCE Zone 2 selected from the above list. Final design of deck rehabilitation shall be developed such that it provides a best value selection of bridges in NB-HCE Zones 2 and 3 which remains within the current construction budget of \$70 million.

D. SCOPE OF PROJECT

Engineering services are required for final design of deck rehabilitation and miscellaneous structural repairs of select high priority structures located in Zones 2 and 3 of New Jersey Turnpike's Newark Bay-Hudson County Extension (NB-HCE), between Interchange 14A and the eastern terminus at the Holland Tunnel Approach.

The scope of rehabilitation for this assignment involves full or partial replacement of existing concrete bridge deck including those items incidental to the bridge deck such as deck joints and drainage facilities. The scope of work may also include the repair/replacement of bridge parapets, median barrier and roadway lighting, if warranted by poor condition or necessitated by construction staging. Miscellaneous structural repairs may include repair/replacement of bearings, repair of deteriorated superstructure steel, and other ancillary work.

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

1. Survey

The Consultant shall provide ground control field survey as necessary to establish existing conditions and control for design and construction, including a 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 deck rehabilitation and structural repairs shall be obtained from the field survey. The Consultant field verify required data and not rely on the accuracy of as-built drawings. Real-Time Kinematic (RTK) GPS survey will not be permitted given tolerance issues as compared to total stationing method. Final survey shall be performed by the Contractor to verify the data prior to construction.

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

2. Mapping

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

All necessary horizontal and vertical ground control for mapping shall be provided under this assignment. Permanent traverse points shall be used for the ground control (with ties) with the locations and elevations plotted onto the mapping. Ties for all available NJTA monumentation, if used, shall be plotted onto the mapping.

3. Field Inspection

The 2020 biennial inspection reports for all 11 candidate structures in NB-HCE Zones 2 and 3 are included in the Project Background Materials for this project. These biennial inspection reports shall serve as the primary basis for developing the scope of field inspection for this project.

An initial site visit shall be made to all 11 candidate structures, in order to establish accessibility to the superstructures and document current site constraints.

A limited field inspection shall be also be performed, in order to verify and quantify priority deck and superstructure steel deficiencies for incorporation into final design of the project. The field inspection at each deficiency location shall be close-up and hands-on in nature, i.e., beyond the level of detail typically associated with biennial inspections, in order to collect data and document sufficient detail for the design of economical and constructable repairs. For the purpose of estimate an appropriate level of effort for this task, the Consultant shall assume that a close-up hands-on inspection will be performed only at those locations with known deck and superstructure steel deficiencies, in order to verify and quantify those deficiencies for detailed repair design.

The field inspection is expected to require the use of underbridge (UB) inspection equipment. The Consultant shall ascertain the need for UB or other access equipment, identify the specific equipment to be used, and the locations where it is proposed to be used.

Conditions discovered at the time of inspection that constitute an immediate impairment to the ability of the bridge to function in the safe capacity it was designed for, or a deficiency that may impact the safety of patrons, shall be reported immediately to the Authority's Liaison Engineer, in accordance with the Category A Report Procedure available on the Authority's website. These conditions include but are not limited to: bearing collapse; main structural member failure; pier scour; accident damage; deck failure; haunch or underdeck fractures and/or sign structure deficiencies over travel lanes that pose a hazard to motorists.

4. Utility Relocations/Protection

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

5. Right of Way

The Design and Procedures Manuals shall be followed for preparing Right of Way (ROW) documents. The Consultant shall review the existing ROW documents and assess the need for establishing/verifying the ROW

due to the need for construction staging yards and access. The Consultant shall prepare all documentation for temporary construction easements if deemed necessary.

6. Permits

The Consultant shall acquire all necessary permits (including environmental permits) in the design phase of Contract No. T100.638. The preparation of permit applications and any associated design required by them shall be accounted for in the Consultant's staffing estimate and fee proposal and will not be regarded as Extra Work. Permit application fees will be paid by the Authority.

The Consultant shall identify and submit a summary of all necessary permits and their associated timing restrictions in the Phase 'A' submission. Permit applications for the project shall be submitted during Phases 'B' and 'C'.

7. Storm Water Management/Water Quality Measures

If required, the Consultant shall prepare a final 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 temporary and final drainage studies and final designs for the bridges and approach roadways. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with Contract No. T100.638. The studies shall also investigate the requirements and design for drainage during staged construction. A drainage report shall be submitted as part of the Phase 'B' submission.

9. Rehabilitation Design

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

Rehabilitation of the bridge decks is the primary focus of this project. The Consultant shall also consider other deficiencies warranting repair in the project vicinity, including but not limited to deteriorated superstructure steel if the construction budget can accommodate the additional cost. The transverse project limits shall include the full width of travel lanes and other areas as required to facilitate staged construction.

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

- a. The Consultant shall review commercially available deck rehabilitation systems and methods, as well as best industry practices. Review of alternate replacement schemes shall take into account construction access and staging, MPT requirements, durations of activities, permit constraints, service life factors, and construction and life cycle costs. The Phase 'A' submission shall include a report containing an evaluation of the potential use of ABC methods, partial depth versus full depth deck rehabilitation, hydrodemolition versus conventional removal of existing bridge decks, application of Structural Bridge Deck Overlays (SBDOs) with emerging technologies such as UHPC, and other key factors.

- b. The rehabilitated deck system shall be designed so that it is composite with the existing structural steel. The use of composite construction may require a layout of shear studs. The Consultant shall evaluate the effects of this and determine the performance benefit by way of load ratings using Load and Resistance Factor Rating (LRFR) methodology.
- c. The Consultant shall review the existing roadway cross sections and profiles for the subject bridges for compliance with current NJTA geometric design criteria. The Consultant shall evaluate the impacts and costs for upgrading to meet compliance and recommend incorporation of the improvements into Contract No. T100.638.
- d. The primary staging goal is to maintain current lanes of traffic during each stage of deck rehabilitation. If it is determined that there are select deck panels which cannot be replaced while maintaining current through lanes of traffic without implementing extraordinary measures such as a traffic split, superstructure and substructure widening, use of temporary bridges, or replacement of recently reconstructed parapets, the Consultant shall investigate alternate methods for accelerated deck rehabilitation, to be performed while maintaining the minimum number of through lanes of traffic during off-peak hours per the Authority's Lane Closure and Shoulder Closure Tables in the Manual for Traffic Control in Work Zones.

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

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

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

10. Routine Deck Repairs and Emergency Deck Repairs

The Consultant shall design repairs necessary for the maintenance of the existing bridge decks within the limits of the MPT, 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.

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 subject bridges. Provisions shall be included in the contract documents for cementitious and asphalt surfacing repairs.

11. Lighting/Electrical Improvements

Proposers are advised that NB-HCE roadway lighting improvements are currently being performed under Contract No. T200.508. The Consultant shall review the scope of work under Contract T200.508 and determine whether any existing roadway or underbridge lighting will need to be repaired/replaced at the candidate bridge locations in this project. The Consultant shall also assess the need for any temporary lighting facilities required during construction.

12. Roadwork

Appurtenances and approach roadway features including guide rail shall receive a 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. The Consultant shall prepare recommendations for repair and/or replacement of approach roadway pavement and guide rail as required.

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

13. Temporary Shielding/Catch Protection

The Consultant shall include specific contract requirements to protect all structures, roadways, utilities, right of way or property of others, and facilities beneath and adjacent to the work site. The catch system shall be a closed system and the limits shall be clearly delineated on the contract drawings. 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.

14. Staging, Demolition and Disposal Operations

The Consultant shall evaluate allowable equipment, means and methods for bridge element removal operations, in order to eliminate those which may damage the existing superstructure steel to remain. The contract drawings shall identify all project areas where provisions for noise and dust control are required, as well as staging areas for equipment, storage, and disposal of materials. Methods and locations for disposal of removed materials and debris shall be included in the contract drawings and specifications. The Consultant shall evaluate and make recommendations for the possible placement of the concrete spoils under the structure for access.

Structural steel repairs which are required prior to shifting traffic into the shoulders shall be clearly identified in the staging plans.

15. Project Constructability

The Consultant shall identify, investigate, and address constructability requirements during each phase of the design process. Alternative analyses and final design details shall evaluate and address constructability issues including current construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, and production rates. A construction cost estimate and construction schedule shall be provided with each Phase submission. A preliminary construction schedule with backup computations and draft Constructability Review Report, performed in accordance with Section 3.5 of NJTA's Procedures Manual, 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 Review Report shall be performed by a qualified Construction Engineer, not a member of the design team.

16. Maintenance and Protection of Traffic (MPT)

MPT shall be designed in accordance with the criteria outlined in NJTA's Design Manual, MPT Standard Drawings, and Lane Closure Tables under the Lane Closing Application. 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 current number of through lanes must be maintained in each direction throughout the work limits of major construction stages, except for certain bridge-specific locations constrained by superstructure and deck

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

The minimum desirable temporary lane width shall be 11'-0". Temporary median barrier with minimum 1'-0" shoulders shall separate opposing temporary traffic where applicable.

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

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

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

The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, and allowable primary and supplemental lane closing hours and details and durations of the construction staging.

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

An MPT review meeting will be scheduled with the Authority's Operations Department. MPT review comments shall be addressed for the Phase 'C' submission as indicated in the design schedule.

17. Shoulder Pavement Evaluation

The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction. The Consultant shall make recommendations to the Authority regarding shoulder pavement condition based on structure location, average daily traffic, average 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). **For the purpose of estimating a cost to propose, conduct and manage a competitive bid shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling, Proposers shall assume a value of \$50,000 in their Fee Proposal.** This work shall not commence without prior approval by the Authority.

18. eGIS Deliverable

The Authority utilizes an eGIS platform which contains information for its key assets. The 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.

19. Project Deliverables

The submission of contract plans, specifications and estimates shall be in accordance with 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 Liaison Engineer, 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 Liaison Engineer 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's 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 Liaison Engineer 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.

20. Post Design Services

The Consultant will be responsible for providing post design services as described in the Authority's Procedures Manual. 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 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.

21. 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 of 10% contingency

of the burdened labor fee for “Unanticipated Services” in their Fee Proposal. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

22. Public Outreach

Based on the current scope of rehabilitation, it is not anticipated that a public hearing will be required for this project under Executive Order No. 172. It is, however, anticipated that a public information center will be conducted with local jurisdictions and other entities as necessary during the design phase. For the purpose of estimating an appropriate level of effort for this task, the Consultant shall assume that there will be one public information center for this project. The Consultant shall prepare all notification lists, displays and handouts required for the public information center, attend the meeting, and prepare meeting minutes which address all technical comments.

E. 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.

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.

1. Phase 'A' Submission

- a. The Consultant, based on their investigations, shall identify the structures recommended for repair in order of priority, keeping in mind the available construction budget. This list, which constitutes the Phase 'A' Priority Repair List, shall systematically rank the structures, and identify repair type, severity, location, and cost based on a preliminary Engineer's Estimate. The list shall also include any utilities, railroads, local/state roads, and other pertinent information that may affect performance of the work and necessity for utility orders.
- b. Based on established seasonal restrictions, regional and local lane closing conflict criteria and number of anticipated construction cycles for each bridge, the Consultant shall prepare a draft construction schedule that will be used to ensure that the structures selected for inclusion in the contract can be constructed within the contract schedule.
- c. The Phase 'A' submission shall be in the form of a bound report that contains the following items: Executive Summary; written narrative of each candidate bridge discussing deficiencies, top of deck and under deck conditions, basis for the recommended repair; Phase 'A' Priority List; construction schedule; and conclusions and recommendations for bridges to be advanced for final rehabilitation design. An appendix shall also be included that contains legible field notes and representative photos of the typical deficiencies for each bridge in the Phase 'A' Priority List. The field notes shall depict relevant features such as locations of roadways, railroads and stream crossings, and other information to aid locating spans in the field.
- d. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with a CD. Comments will be furnished to the Consultant within 15 working days.

2. Preliminary MPT Coordination Report Submission

- a. Subsequent to the Phase 'A' submission, the Consultant shall prepare a list of all anticipated stages for construction and work zones which may have extraordinary MPT requirements due to limited access, adjacent ramps and/or ramp structures, long duration stages, split shifts, detour routes or other requirements which necessitate preliminary review and guidance by the Authority's Operations

Department. Stages in which the roadway geometry may be insufficient for truck traffic, and for which additional studies may be required, will be identified, so that early review and concurrence on detour routes can be obtained.

- b. Locations of taper points, including alternative points for work areas in which multiple cycles are planned will be included in the report. Aerial views of select work zones with mileposts, striping and cone placement shall be included. Photographs or drawings depicting overhead sign text, and recommendations on covering, may be required to adequately address MPT.
 - c. For each work area proposed where seasonal restrictions currently exist, a traffic impact analysis may be performed to confirm or challenge the current seasonal restriction. Based on the proposed staging of work (weekly cycles with lane shifts vs. weekend cycles), the Consultant may be required to complete additional 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. The effort associated with this task will be charged to the "Unanticipated Services" task of the OPS.
 - d. The Consultant shall present, by Stage, the work proposed by item quantities and cost. Complex stages may be identified to have transition MPT stages presented. Transition stages may require interim striping, additional State Police slowdowns and/or barrel closings.
 - e. Twelve (12) copies of a Preliminary MPT Coordination report shall be submitted that includes a preliminary construction schedule, cross-sections and aerial views which convey the anticipated access needed to perform the proposed work.
 - f. The Preliminary MPT Coordination Report shall be the basis of a review meeting with the Operation's and/or Engineering Department. Comments will be furnished to the Consultant within 15 working days.
3. Phase 'B' Submission
- a. The Phase 'B' submission shall be in the form of 70% complete contract drawings, supplementary specifications, preliminary construction schedule and Engineer's Estimate. 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 Phase 'B' submission shall include Standard Pay Item numbers and descriptions, and construction materials not covered by the Standard Specifications, 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.
 - c. Draft project specifications shall also be submitted with the Phase 'B' submission.
 - d. All plans presenting work over railroads shall show the railroad right of way, track locations, and railroad owner's track designation and milepost.
 - e. Any 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.
 - f. Ten (10) copies of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
4. MPT (Draft and Final) Submission

- a. The Draft MPT submission shall include eight (8) copies of the preliminary traffic control plans, complete MPT specifications and appendices. The Phase A construction schedule shall be updated/expanded to include backup computations and a draft Constructability Review Report by qualified construction personnel. The Draft MPT submission shall be 95% MPT design complete for review by the Engineering Department. Comments will be furnished to the Consultant within 15 working days, and shall be addressed for the Final MPT submission.
- b. The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, temporary lane identification convention, allowable primary and supplemental lane closing hours and any stipulations required for each bridge. In identified complex cases, additional drawings depicting the installation and removal of the MPT devices for the construction staging shall be included.
- c. 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 the 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.
- d. Ten (10) copies of the Final MPT plans and specifications shall be submitted to the Authority as indicated in the schedule for review by the Operations Department. The Final MPT submission shall also include a second submission of the backup including man-hours and equipment hours incorporating comments from the Authority's review of the preliminary MPT submission.
- e. A meeting will be scheduled with the Operations Department for review. Comments will be furnished within 3 weeks or more and shall be addressed in the Phase 'C' submission as indicated in the design schedule.

5. Phase 'C' Submission

- a. 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 include, as part of the Phase 'C' submission, 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.
- b. The Phase 'C' submission shall include a Final Shoulder Pavement Assessment Report. The findings of the report identifying shoulders requiring improvement, and quantities shall be incorporated within the Phase 'C' plan and specification documents.
- c. The Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Road User Cost Manual. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
- d. The Phase 'C' submission shall include confirmation of recommendations made in Phase 'B' 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.
- e. 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.

6. Phase 'D' Submission

- a. With the Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that he has been acquainted with the information shown on the As-built drawings and the field conditions and that he has incorporated same in the contract available on the Authority's website.
- b. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit the Post-Construction Program Design Checklist for Individual Projects with the Phase 'D' submission.
- c. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylars) and duplication ready specifications, one (1) set of full size drawings, five (5) sets of ½ size drawings, supplementary specifications, construction schedule and Engineer's Estimate.
- d. The Consultant shall submit electronic copies of the final contract documents on a 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.
- e. Full size Phase 'D' plans, specifications and cost estimate shall be transmitted to the Authority's General Consulting Engineer under separate cover at the same time.

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 bar chart 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 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.

F. 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 in the construction contract, where necessary, provisions for controlling 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.
8. The Consultant may use the services of a materials specialist firm as a subconsultant to assist in determining appropriate destructive and non-destructive materials testing and evaluation on an as-needed basis, based on recommendations made in the Phase 'A' submission and with the prior written approval of the Authority. **For the purpose of estimating a cost for materials testing, Proposers shall assume a value of \$50,000 in their Fee Proposal.**

G. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design Manual, dated 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. All printing and compilation of phase review documents shall be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Subsection 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 develop all plans in CADD format and provide the Authority with all MicroStation drawing files and documentation produced in accordance with this project on CD rewritable or mini data cartridge type media. The mini data cartridge media shall be of the 3M DC2120, XIMAT Format variety, and the CD shall be the CD-RW format. The Consultant shall provide a .pdf version of all drawing files.

10. The Consultant shall secure all necessary permits, flagging services, and post all required insurance with railroads and any other utilities. Any utility orders, where required, will be performed under Unanticipated Services.
11. The Consultant shall obtain a Traffic Permit prior to performing any work on the Authority's Right of Way.
12. All inspection work on the NJ Turnpike's NB-HCE shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work except as follows:

Lane or complex shoulder closings on the NJ Turnpike's NB-HCE which are required for inspection will be installed, maintained and removed by the Authority's Maintenance Department.
13. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.
14. 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.
15. The Consultant shall furnish specialized bridge inspection access equipment as required to perform the detailed evaluations and inspections. Reimbursement for special inspection equipment will be made as a direct expense.
16. Truck mounted attenuators (TMAs) 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.
17. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the Consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the Consultant or vendor. Refer to Standard Specification Division 800 for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

H. PROJECT COST

The current construction budget for Contract No. T100.638 is \$70 million. Final rehabilitation design shall be developed, such that it provides a best value replacement strategy that remains within the construction budget.

Subsection A5
Staffing Estimate

Classification (ASCE-Grade)	Project Control & Management	Phase 'A'	Phase 'B'	MPT & Construction Sequencing	Phase 'C'	Phase 'D'	Shop Dwg. Review	Construction Consultation	Total Hours
Project Manager ()								400	
Project/Senior Engineer ()								800	
Engineer ()								400	
Junior Engineer ()									
Survey (3-man crew)									
CADD									
Construction Engineer ()								400	
Other-Specify ()									
Total Hours								2,000	

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

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 10% 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, Mylars, 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, New Jersey 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. Standards Prohibiting Conflicts of Interest Executive Order 189 (1988 - Kean)
- B11. ADA Indemnification Act
- B12. Diane B. Allen Equal Pay Act
- B13. Business Registration Act

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 of subconsultants who are registered with the Division as a SBE, or (2) demonstration of a good faith effort, to meet the goal of awarding at least twenty-five (25%) percent of the total value of the OPS to. During the RFP portion of this procurement, as part of the fee negotiation process, Firms must submit proof of their subconsultants' SBE registration(s). In the event that a Firm cannot comply with the goal set forth above, prior to the time of the award, the Firm must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

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

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

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

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

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

Disabled Veteran Owned Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Disabled Veteran Owned Business Enterprises (DVOBs) as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1 have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, or (2) demonstration of a good faith effort to meet the goal of awarding at least three(3) percent of the total value of the OPS to **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 request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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 of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Certification and Disclosure 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.