

June 1, 2022

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3905
DESIGN SERVICES FOR CONTRACT NO. T100.646
REHABILITATION OF THE WESTERLY ALIGNMENT BRIDGES**

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

Profile Codes	Descriptions
A092	Bridges - Miscellaneous Repairs
A093	Bridges - Deck Replacement and Rehabilitation

Attached (see 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 the final design and preparation of construction contract documents required to design deck rehabilitation consisting of overlays, and/or deck replacements, along with other miscellaneous structural repairs, for the northern/southern section of the Turnpike Westerly Alignment. The primary objective of Contract No. T100.646 is to maintain the bridges, particularly the decks, in a state of good repair until improvements identified for this corridor as part of the Long-Range Capital Plan are evaluated, approved, and implemented, currently estimated to occur in 15 to 20 years. Structural steel repairs are also required on the Laderman Bridge, Str. No. W107.87. The limits of the section to be evaluated is defined in the bridge list in Attachment A4, Section XII.

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

Project Description

The scope of work encompasses field inspection and establishment of priorities for bridge rehabilitation, specifically the use of cementitious overlays, both composite and non-composite, deck replacement, and miscellaneous structural repairs on a multi-lane expressway facility. The primary work elements include: partial depth conventional demolition or hydrodemolition of the top surface of the existing deck, construction of a composite or non-composite overlay consisting of high density, impermeable, cementitious overlay, full depth conventional demolition of the deck with deck replacement, and miscellaneous structural repairs.

The most recent biennial inspection reports and/or repair contracts for the list of bridges shall serve as the basis for establishing the scope of work for Contract No. T100.646. The Consultant shall prioritize recommendations to remain within the current construction budget of \$70 Million.

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.

For staged construction of deck overlay installation and deck reconstruction, temporary concrete construction barrier, Type 4 will be used. Layout and joint class is to be determined by the design consultant. Since the majority of the construction is in the travel lanes, traffic will frequently be shifted to the shoulders. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guide rail standards. Traffic shifting is accomplished by means of obliteration of the existing striping and the use of temporary striping.

Miscellaneous bridge repairs include substructure concrete spall repairs; concrete pedestal and footing repairs; repairs to tilted, loose or defective bearings; replacement of sliding plate, rocker and fixed type bearings with laminated elastomeric bearings; substructure waterproofing/sealing; and repairs to superstructure steel.

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 Sheri L. Malloy, P.E. via e-mail at malloy@njta.com. The subject line should read "OPS No. T3905, Rehabilitation of the Westerly Alignment Bridges, 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 **12:00 PM on June 14, 2022**. EOIs 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.

EOIs shall be addressed to:

Hand or Overnight Delivery

New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Structures Design
Sheri L. Malloy, P.E.

U.S. Mail

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Structures Design
Sheri L. Malloy, P.E.

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 #_T3905_EOI, 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. T3905 Kiteworks Access".

Expressions of Interest uploaded to the designated folder and hand delivered after 12:00 PM on June 16, 2022 will not be considered.

Inquiries

Inquiries pertaining to this RFEI are to be directed in writing to Sheri L. Malloy, P.E., via e-mail to malloy@njta.com. The deadline for inquiries is June 9, 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 June 13, 2022. Consultants will be responsible for submitting their EOIs in accordance with the RFEI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

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

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

Following the review of the submitted 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, 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 RFEI, include: Attachment A and Attachment B.

Very truly yours,

ORIGINAL SIGNED BY

Michael Garofalo
Acting Chief Engineer

MG: SLM: ms
Attachments

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

ATTACHMENT A
Supplemental Information

Subsection No. and Title

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

Subsection A1
EOI Submission Requirements

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

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

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

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

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

b. Experience of the Project Manager on Similar Projects

The Firm shall identify the Project Manager that will be assigned to the project and identify the individual's education, credentials and work experience. The Firm should discuss the proposed Project Manager experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEEOI 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 Manager 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 Manager 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 **Certification of Non-involvement in Prohibited Activities in Russia or Belarus** pursuant to P.L.2022, c.3 form provided by the Authority.
14. A completed **Vendor Source Disclosure** form.
15. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.
16. **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 twelve (12), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed five (5) pages, **Resumes**, a maximum of seven (7), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements.

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 not 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*
- Certification of Non-involvement in Prohibited Activities in Russia or Belarus
- 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 (20) 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

Profile Code A092 and A093

AECOM Technical Services
AREA Engineering, Inc.
Arora and Associates, P.C.
ATANE Engineers, Architects and Land Surveyors,
P.C.
Atkins North America, Inc.
Boswell Engineering
Buchart-Horn, Inc.
CDM Smith Inc.
Churchill Consulting Engineers, PC
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
Infrastructure Engineering, Inc.
Jacobs Engineering Group Inc.
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
KS Engineers, P.C.
LiRo Engineers, Inc.
LS Engineering Associates Corporation
MAKS Engineers, PC

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.
Pennoni Associates, Inc.
Remington & Vernick Engineers
SJH Engineering, P.C.
Stantec Consulting Services, Inc.
STV Incorporated
T&M Associates
T.Y. Lin International
Taylor, Wiseman & Taylor
Tectonic Engineering Consultants, Geologists & Land
Surveyors D.P.C. Inc.
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	June 1, 2022
Deadline for Inquiries	June 9, 2022
Posted Responses to Inquiries	June 13, 2022
Submittal of Expressions of Interest	June 16, 2022
Request for Technical and Sealed Fee Proposals	July 12, 2022
Submittal of Technical Proposals.....	August 2, 2022
Notify Consultant of Need for Presentation.....	August 25, 2022
Presentation.....	September 1, 2022
Recommendation to Award OPS	October 25, 2022
Notice to Proceed	November 15, 2022
Phase D Submission.....	March 15, 2024
Completion of all Construction Work	November 15, 2027
Administration Project Closeout	January 15, 2028

Subsection A4
Scope of Services

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

I. GENERAL

1. All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Standard Specifications, Standard Drawings and the Authority's Design and Procedures Manuals. These publications and drawings are located on the Authority's website.
2. Complete bid and contract documents including the plans, specifications and Engineer's Estimate, shall be prepared for this project. They shall include the design of new facilities and demolition and removal of the 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 the 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 and 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.

II. PROJECT COORDINATION

A. NJTA Coordination

1. The Consultant shall coordinate its activities with NJTA 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 Project Engineer to ensure an expeditious exchange of information. The Authority's Project Engineer shall be copied on all correspondence with outside agencies, to ensure continuity with NJTA procedures and to enable the Authority's Project Engineer to evaluate when assistance may be needed in the coordination process. The Authority's Project Engineer shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.
2. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project, Ver. 11.0, 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.
3. The Consultant will be responsible to prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Samples will be provided by the Authority at the project's kick-off meeting.

4. The Consultant shall notify the Authority's Project Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement, at once, the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs he may incur above and beyond the authorized fee.

B. Other Agency Coordination

- I. The Consultant will be required to contact and meet with representatives of railroads (Conrail, Amtrak, N.J. Transit, PANYNJ, CSX, Norfolk-Southern, or other) and/or counties, municipalities, utilities, to review and determine all necessary project requirements and permits. The Consultant shall notify the Authority immediately if it is revealed during initial contact that railroad ownership has changed.
- II. 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.
- III. The Consultant may be required to set up escrow accounts in the amount of \$5,000 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. The Consultant shall set aside \$30,000 for the contract, as a direct expense in the Fee Proposal for escrow accounts to be used for the following railroads: Norfolk-Southern, Conrail, N.J. Transit, Amtrak and CSX, PANYNJ as applicable.

C. Reference Documents

The Consultant will be furnished with copies of the following:

1. Excerpts from the Authority's latest bridge inspection reports for each of the structures listed and the latest available Summary Report of Recommended Repairs and Priorities for Turnpike Roadway Structures and available District Summary Reports. The documents listed above will be available for review in the Authority's Engineering Department during the review period.
2. Plans showing the consolidated history of deck repairs will be provided to aid the Consultant in prioritizing and selecting the structures to be included for overlay or reconstruction in the contract, as well as to define the limits of the contract.
3. Contract T100.436 – Rehabilitation of New Jersey Turnpike Passaic River Bridges, Str. Nos. W107.87 and E107.88
4. Plans and Supplementary Specifications from prior contracts where Hydrodemolition and HPC overlay were utilized. These include:
 - Contract No. T100.244 – Str. No. 97.20
 - Contract No. T869.120.904 – Str. No. 53.01
 - Contract No. T100.125 – Str. No. N7.93W
 - Contract No. P100.338 – Str. 141.7
 - Contract No. T100.559 – Str. No. 92.65 NO (2022 construction)

III. PROJECT OBJECTIVES

The bridges noted on the list included in this Subsection are to be evaluated on an individual basis to determine the best course of action to preserve the life of each deck and/or superstructure until improvements identified for this corridor as part of the Long-Range Capital Plan are evaluated, approved, and implemented. Particular

attention shall be paid to the superstructure steel of Str. No. W107.87, which was recently rehabilitated under Contract No. T100.436, but has known defects requiring further rehabilitation. The estimate for the length of time until the Westerly Alignment will be improved is currently 15 to 20 years. Deck rehabilitation methods to be considered include a partial depth overlay or complete deck reconstruction. Where partial depth overlays are recommended, the use of hydrodemolition operations for the removal of the top of deck shall be considered. In addition, miscellaneous structural steel repairs and/or strengthening may be required. The condition of painting and the condition of all bearings are to be evaluated.

If the construction budget does not permit construction of deck overlay, then bridge deck repairs and resurfacing shall be evaluated.

Also, bridge deck repairs and resurfacing may be required for the remaining bridges within the limits of the MPT for the project to preserve the decks not slated for overlay or reconstruction. The deck repairs would need to preserve the decks for the entire duration of construction of Contract No. T100.646. The superstructure, bearings and substructure conditions, including slopes and slope protection, particularly at bridges on spread footings, of all bridges within the expected limits of MPT will be evaluated for suitability for shifted traffic into shoulders during staged construction. These deck and other structural repairs would be designated as pre-stage work. The repairs may be performed under off-peak hours or by the use of High Intensity Construction Cycles (HICCs). Due to operational restrictions and conflict criteria, approximately four cycles of HICCs are allowed per year. The actual number of HICCs required and the number of HICCs that can reasonably be performed as prestages will be identified as a part of the Phase A submission. This is to ensure that any HICCs that cannot be performed as prestages can be identified for an annual bridge repair contract to perform, prior to the start of Contract No. T100.646.

Project budget is limited, so the scope of the contract must be prioritized and refined at each phase submission. In addition, the bridges within the limits of the MPT for the project will need to be reinspected periodically but, at a minimum, once before the Phase C submission, to ensure that additional deterioration can be factored into the scope of the contract. The consultant shall coordinate with the ongoing annual bridge repair program, to ensure that the prestage repairs are not duplicated.

IV. SCOPE OF PROJECT - BRIDGE DECK REHABILITATION

The list of bridges in this Subsection were chosen because it is anticipated that they could benefit from the construction of a partial depth bridge deck overlay to preserve the condition and extend the life of the existing deck until the construction of the widening of the westerly alignment can begin. However, it will be up to the consultant to present options for overlays or deck reconstruction to demonstrate the optimal method of reducing maintenance to these bridges and meeting the service life needs until the widening is complete. The consultant should present multiple options for overlay, including composite or non-composite with the top mat of reinforcement, as well as different overlay materials. The consultant shall evaluate the use of an overlay across the entire width of the deck, or over the travel lanes only. Costs versus the needs of the Authority shall be evaluated. Where, condition, priority and funding preclude reconstruction or overlay, deck panel replacement and spall repairs with resurfacing shall be considered.

Bridge Deck Rehabilitation Method Selection and Design

In evaluation of the different overlay options and deck reconstruction alternatives, the consultant shall state the

advantages and disadvantages of each and provide a ranking matrix to be used in choosing the alternative that best meets the needs of the Authority. This exercise shall be done at each bridge on the list in this Subsection. Alternatives shall consider the effect of demolition, placement of overlay, curing, cracking, etc., considering that staged construction adjacent to active traffic is required.

To gather the information to evaluate each bridge deck, the consultant shall perform the following tasks.

- i. The Consultant shall perform a visual inspection of the structures listed in this Subsection. Some of the bridges may be longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection.
- ii. The Consultant shall inspect the current condition of the bridge deck topside noting the locations of visible checker boarding, worn, "shoved", or rutted asphalt wearing surfacing, damaged or worn deck joint headers, dislocated or damaged steel deck joints, and deteriorated safety walks and parapets, which require replacement.
- iii. The Consultant shall inspect the current condition of the bridge deck underside noting the location and condition of SIP metal pans, saturated deck panels, exposed reinforcement, condition of prior repairs, location of severely deteriorated end diaphragms and missing joint seals. The visual inspection should identify structures on which the deterioration warrants partial (roadway, excluding shoulders) or complete deck overlay of the entire structure or complete deck reconstruction.
- iv. The Consultant shall thoroughly review all as-built plans to identify joint details at each site; develop repair or replacement details specific to the existing conditions at each joint of each bridge. The Consultant shall verify through field inspection that the details in the Contract plans reflect field condition.

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. These deficiencies, called Category A defects, are defined at https://www.njta.com/media/4595/njta_deficiency_category_definitions_v61219.pdf

The services furnished for the rehabilitation of the bridge decks shall include but not be limited to the following items of work. Information specific to either Partial Depth Deck Overlay or Deck Reconstruction can be found in these respective sections below.

1. Survey and Mapping

The Consultant shall provide a ground control field survey as necessary to establish existing conditions and control for design and construction, including a survey to establish New Jersey Turnpike Authority Right-of-Way in critical areas. Survey data shall be collected electronically, and the original and edited field files shall be provided to the Authority with project deliverables as records of the survey.

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

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

On bridges where the roadway to bridge transitions requires a correction of 3 in. or more, the Consultant shall

perform a field survey during design to develop profile information and details for the proper proposed improvements. The limit of approach resurfacing shall be extended as required to accommodate the proposed profile.

On bridges with "flat" profiles that experience ponding in shoulder areas, the Consultant shall perform a field survey during design to determine re-profiling needs. The Consultant shall also investigate the possibility of eliminating bridge scuppers by performing a gutter flow analysis.

On bridges where fascia parapets are being reconstructed, the consultant shall develop a procedure for the Contractor to provide top of steel and top of roadway elevations to the consultant during construction. The consultant shall use these values to develop proposed gutter line elevations, proposed cross slopes, and verification of haunch heights during the construction consultation phase.

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

A total of 500 hours shall be provided in the fee proposal for any field survey work that may be required for deck reconstruction if this option is chosen for one or more bridges. Use of these hours under this OPS is subject to the approval of the Authority.

2. 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.

3. Right-of-Way

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

4. Permits

The Consultant shall prepare and obtain all necessary permits (including environmental permits) required in the design phase of Contract No. T100.646. The Consultant shall identify and list all necessary permit requirements in Phase A submission. The Authority will reimburse the consultant for the application fees for the permits.

5. 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 the Contract No. T100.646.

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

6. Rehabilitation Design

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

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

- a. The Consultant shall review the existing roadway cross sections and profiles for the project bridges for compliance with current NJTA geometric design criteria. The Consultant shall evaluate the impacts and costs for upgrading to meet compliance and recommend incorporation of the improvements into the Contract.
- b. The primary staging goal is to maintain current lanes of traffic during each stage of deck rehabilitation. If it is determined that there are areas of deck which cannot be overlayed or replaced while maintaining current through lanes of traffic without implementing extraordinary measures such as superstructure and substructure widening, or use of temporary bridges, the Consultant shall investigate alternate methods for accelerated deck reconstruction, to be performed while maintaining minimum number of through lane 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.
- c. The rehabilitation shall include localized structural steel repairs where fatigue or heavy deterioration exists, including but not limited to crack repairs, member strengthening and replacement of existing fasteners with high strength bolts, and limited repainting. The Consultant shall make recommendations regarding the need for strengthening or replacing of structural members to attain compliance with current standards. Given the time constraints of performing steel repairs in conjunction with deck removal and replacement operations, the Consultant shall include contract provisions for prefabricating and furnishing steel repair components on site to expedite repairs as deficiencies are exposed. See additional information in below under **Scope of Project – Miscellaneous Structural Repairs**.
- d. The consultant shall provide a design to retrofit existing open tooth or critical bulb angle joints to strip seal joints.
- e. The consultant shall identify the limits of necessary approach slab resurfacing. The consultant shall identify and recommend the type of resurfacing to be implemented.
- f. The Consultant shall investigate the feasibility of providing redundancy and/or continuity details to the existing bridge.
- g. The consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where overlay is installed, or wherever else deemed necessary due to proposed work. Available load rating models exist for most structures. Load Ratings shall be in accordance with the New Jersey Turnpike Load Rating Manual (Version 9.7, January 2022) which is available on the Authority's Website <https://www.njta.com/media/6470/2022-01->

[14-spec_njta-load-rating-manual_ver97_final.pdf](#). NJTA's General Engineering Consultant (GEC) shall review the load ratings for conformance and consistency and the consultant shall expect to revise and resubmit load ratings based on the GEC's review.

7. Staging, Demolition and Disposal Operations

The Consultant shall evaluate allowable equipment means and methods for bridge element removal operations to eliminate those which may damage the existing superstructure 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 in the Phase A submission. Information regarding the disposal of wastewater generated by hydrodemolition methods of concrete bridge deck removal shall be included in the contract drawings and specifications.

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

8. Temporary Shielding/Catch Protection

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

9. Lighting/Electrical Improvements

The Consultant shall provide for the replacement of the existing parapet-mounted roadway lighting standards in conjunction with the parapet reconstruction, including any temporary facilities required during construction and under bridge lighting. Alternates shall be evaluated and presented for coordination with ongoing lighting improvement programs.

10. Roadwork

Appurtenances and approach roadway features shall receive field inspection to verify their conditions. Shoulders, pavements and inlet conditions shall also be inspected in order to determine their suitability to carry traffic during various construction stages. The Consultant shall prepare recommendations for repair and/or replacement of approach roadway pavement as required.

Provisions shall be made in the construction 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 be maintained at all times by permanent or temporary means.

11. Project Constructability

The Consultant shall identify, investigate and address constructability requirements during each phase of the design process. Alternative analyses and preliminary and final design details shall encompass constructability issues including current construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, access, ability to stage necessary construction equipment, and production rates. Construction Cost Estimates and construction schedule shall be provided with each Phase Submission. A preliminary Construction Schedule with backup computations and draft Constructability Review Report shall be provided with the 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.

12. Maintenance and Protection of Traffic (MPT)

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

Current number of through lanes must be maintained in each direction throughout the work limits during major construction stages, except for certain bridge-specific locations constrained by superstructure and deck geometry limitations, short duration (daily/nightly) closures required for Contractor access, placement of construction barrier and line striping changes. For those areas constrained by geometry limitations, the Consultant shall investigate alternate methods for accelerated deck construction to be performed while maintaining minimum number of through lanes of traffic during off-peak hours as per the approved Lane Closure Tables in the Authority's latest 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.

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% MPT design complete for review by the Engineering and Operations Departments.

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

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

13. Program Website – The Consultant shall work with the Authority's Media Relation Manager to create a webpage for the project for use on the Authority's website.
14. The Consultant shall prepare a financial spending plan for the Project. This spending plan will be a monthly breakdown, detailed to include this OPS, construction supervision, construction contract, utility orders, and any other costs to be paid by the Authority.

Partial Depth Deck Overlay

In the Phase A report, the Consultant shall recommend if deck conditions at any or all of the bridges listed in Section XIII warrant use of hydrodemolition with a partial depth deck overlay under Contract T100.646. The Authority shall make the final determination of which, if any, bridges will be included in the Contract for a partial depth deck overlay.

The scope of rehabilitation for the bridge(s) selected partial depth deck overlay involves hydrodemolition of the existing deck to the limits provided in the contract documents, a partial depth overlay of existing concrete bridge decks, and reconstruction/replacement of those items incidental to the deck such as deck joints, drainage facilities, parapets, median barriers, and roadway lighting, as applicable. The rehabilitation shall also include repairs and strengthening or replacement of structural steel members and bearings if required. Repainting of structural steel shall also be considered.

The Authority has some limited experience with the use of hydrodemolition and HPC overlays. Previous contracts where hydrodemolition and HPC overlays were utilized will be provided.

The use of a hydrodemolition process for the removal of deck concrete utilizes computerized, self-propelled machines that deploy high-pressure water jetting for controlled demolition of existing overlays and bridge decks. As part of the scope of work for this assignment, the consultant shall evaluate the required depth of concrete deck removal at each bridge on the list in Section XIII and provide a recommendation on this removal depth, including whether or not removal should be performed below the top mat of reinforcement. The contract documents shall specify the removal of unsound and sound concrete to the required depth leaving behind exposed aggregate and roughened concrete which is typically excellent for bonding of the concrete overlay. Where reinforcement steel is exposed, any rust and epoxy coating on the reinforcement steel shall also be specified for removal through the hydrodemolition process.

Use of hydrodemolition equipment requires that containment system be employed to retain and reclaim the water. Equipment calibration is required to determine the optimal water pressure for removing in-situ concrete which is commonly of a strength that far exceeds strengths noted on design and as-built plans and varies greatly depending on condition, age, and composition.

The concrete overlay construction shall follow standard procedures following hydrodemolition: deck and steel surfaces are to be cleaned and dried, epoxy bonding and anti-corrosion coatings shall be applied, an overlay shall be constructed, and micromilling and sawcut grooving shall be performed to improve ride quality and reduce surfacing cracking.

In general, the bridges selected to be evaluated were chosen based on NJTA's experience to date with hydrodemolition and HPC overlay with consideration of the following:

- Structures cannot be in poor [4] or worse condition but shall be rated fair [5] or satisfactory [6] as coded on the SI&A for items [58] Deck, [59] Superstructure, and [60] Substructure.
- Deck should have a relatively uniform condition based on assessment of as-built plans and previous repair contracts. Isolated deck replacements are acceptable but should be limited to approximately 1/3 of the total bridge deck. Structures that have extensive deck replacements and/or deck repairs are not suitable candidates for hydrodemolition because the variable concrete strength complicates calibration and uniformity of deck removal.

- The structure's underdeck should be in fair to good condition in order to reduce risk of blow-throughs during hydrodemolition concrete removal. A field visit or review of the bridge inspection report should be performed to verify conditions are primarily in condition state 1 or 2 per the NJTA Bridge Condition Inspection Manual. SIPs will have less possibility of blow-throughs.
- Deck details affect suitability of hydrodemolition. Decks with truss reinforcement bars (or similar), precast panels and orthotropic deck are typically not suitable for use of hydrodemolition. Decks with thicknesses of 8 inches or greater are typically ideal candidates, but decks of seven inches thick can be used.
- Decks that have undergone multiple resurfacings are ideal candidates as the concrete cover above the top mat of reinforcement has been reduced.
- Structures that have existing load ratings below unity and that are non-composite should not be considered for hydrodemolition for deck removal and concrete overlay.
- Location must be such that the allowable lane closing hours for the feature crossed and noise restrictions can be balanced (i.e., not ideal in a highly residential neighborhood with nighttime noise restrictions over a high-volume roadway that can only have reduced through lanes at night).
- Structure's location must have the availability to stage equipment and water source within proximity to work area. The staging can occur on the structure within the work zone if the capacity of the structure is adequate. Staging can occur on approach roadways if the structure length is appropriate.
- Proximity to a water treatment plant and water source shall be considered.

The successful consultant shall have an understanding of the above, and should comment and expand on this criteria, based on their experience.

For bridges where hydrodemolition and partial depth overlay will be evaluated, the consultant shall perform the following:

- A non-destructive (GPR, Infrared, etc.) testing program to aid in the location of deck reinforcement and a destructive testing (coring) testing program to obtain information on the concrete strength, composition, chloride contaminant levels, concrete deterioration and the extent of reinforcement corrosion. Compressive strength is valuable information for the contractor to consider during bid development (affects equipment type, production rates and removal cost) and during construction (calibrating equipment). Testing must be performed during Phase A design to confirm suitability of hydrodemolition and a partial depth overlay approach as well as to provide information necessary for subsequent design phases
- An evaluation and determination/ of site constraints at each bridge location with consideration of the following:
 - Allowable Work hours
 - Work zone layout and access
 - Ability to treatment and/or dispose of Wastewater

The Consultant shall discuss the following items for inclusion in the Contract Documents specific to hydrodemolition/partial depth overlay:

- Contractor Experience requirements
 - Equipment operator requirements
 - Field personnel requirements during construction
- Construction Supervision requirements
- Demonstration Area requirements
- Existing Structure capacity verifications (heavy equipment required for operations and induced vibrations)
- Containment and shielding requirements

Deck Reconstruction

In the Phase A report, the Consultant shall recommend if deck conditions at any or all of the bridges listed in Section XIII warrant deck reconstruction under Contract No. T100.646. The Authority shall make the final determination of which, if any, bridges will be included in the Contract for deck replacement.

The scope of rehabilitation for the bridge(s) selected for full deck reconstruction involves replacement of existing concrete bridge deck in its entirety, including those items incidental to the deck such as deck joints, drainage facilities, parapets, median barriers and roadway lighting, as applicable. The rehabilitation shall also include repairs and strengthening or replacement of structural steel members and bearings if required. Repainting of structural steel shall also be considered.

The Consultant shall review commercially available deck systems, including but not limited to Exodermic, Inverset, Precast Panels, including Lafarge Ductal Joint System, Precast and Cast-in-Place Grids, Cast-in-Place Concrete; all using HPC Concrete. Review of alternate deck systems shall take into account access, MPT requirements, durations of activities, useful service life factors and life cycle costs. The Phase A submission shall include a report containing an evaluation of conventional/VS alternate deck systems and site-specific recommendations for implementation in this project.

The new deck system shall be designed so that it is composite with the existing structural steel. The use of composite construction will require a layout of shear studs. The Consultant shall evaluate the effects of this and determine the performance benefit by way of LRFR load rating. The Consultant shall consider the location of required longitudinal construction joints and how they are joined together with each stage of work. Load rating calculations using LRFR methodology shall be performed in accordance with the following requirements and guidelines: American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation, 3rd Edition, 2018, including all subsequent interim revisions; The New Jersey Turnpike Authority LRFR Load Rating Manual, Version 9.7, January 2022; and the AASHTO LRFD Bridge Design Specifications, 8th Edition, including all subsequent interim revisions.

V. SCOPE OF PROJECT – MISCELLANEOUS STRUCTURAL REPAIRS

- I. The Consultant shall perform a hands-on field inspection of the current condition of the superstructure steel, substructures and/or bearings on substructure elements of each bridge slated for deck overlay or deck replacement. Underwater Inspection is not included in the scope of Services for this OPS. Refer to list of bridges.
- II. The field inspection is expected to require the use of ladders and under bridge snooper or high reach equipment. The Consultant shall ascertain the need for this equipment, identify the equipment to be

used and where it will be used. Some of the bridges are longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection.

- III. The hands-on field inspection shall determine the extent and condition of spalled and deteriorated concrete on piers, abutments, crib walls and sign structure foundations; large cracks in concrete; and tilted loose or defective bearings, including identifying candidate bearings suitable for replacement with laminated elastomeric bearings. The field inspection shall also identify, locate and document any deficiencies such as structural steel and concrete deterioration of the superstructure, e.g., diaphragms, cross bracing, etc., which become apparent during the investigation, in addition to those listed in the bridge inspection excerpts. The Consultant shall maintain and furnish to the Authority digital photographs of any unusual conditions.
- IV. 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 Emergency and Priority #1 Repair Procedures. 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.
- V. Where warranted, the Consultant shall investigate and assess related deck/joint deterioration adjacent to the repair area to evaluate cause and extent of the Miscellaneous Repair required. For example, deterioration of the backwall should be investigated to determine if it extends into the header and joint area; or for example, extensive deterioration of substructure concrete due to water seepage should be investigated for related failed drainage structures. This information shall be brought to the attention of the Authority to coordinate with the Annual Bridge Repair Program or evaluate the need and priority, due to severity and proximity, to perform repairs as part of Contract No. T100.646.
- VI. The Consultant shall investigate the feasibility of replacing the existing sliding plate or rocker type bearings with pot bearings, laminated elastomeric bearings or seismic bearings for a portion of the total defective bearings observed in the field. A seismic analysis is not required. Final repair recommendations shall consider life cycle costs of various repair options.
- VII. The Consultant shall evaluate the location of the deterioration and anticipated duration of repair with respect to the accessibility to site, including jacking or temporary support restrictions, obstructions or special consideration due to the proximity of utilities and/or drainage inlets, and geometric limitations affecting maintenance and protection of traffic (MPT) for both Turnpike and local roadways, such as reduced or lack of shoulders or reduced underclearance. Shoulder widths shall be field measured if it is determined that a contractor will be required to install construction barrier to perform work at any substructure element, either due to restricted shoulder widths or limited horizontal and/or vertical sight distances.

VI. SCOPE OF PROJECT - BRIDGE DECK REPAIR AND RESURFACING

1. The Consultant shall perform a visual inspection of all the bridges within the limits of MPT of T100.646. Some of the bridges may be longer span structures requiring shoulder and lane closings or the use of a small boat to perform the visual inspection. The Consultant will be furnished, upon request, the Authority's latest bridge inspection reports to aid the visual inspection.
2. The Consultant shall inspect the current condition of the bridge deck topside noting the locations of visible checker boarding, worn, "shoved", or rutted asphalt wearing surfacing, damaged or worn deck joint headers, dislocated or damaged steel deck joints, and deteriorated safety walks and parapets, which require replacement. The visual inspection should endeavor to identify structures on which the asphalt wearing surface has worn thin, thereby necessitating complete removal and resurfacing of the entire structure on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated asphalt surfacing on structures where deck replacements are being performed.
3. The Consultant shall inspect the current condition of the bridge deck underside noting the location and condition of SIP metal pans, saturated deck panels, exposed reinforcement, condition of prior repairs, location of severely deteriorated end diaphragms and missing joint seals. The visual inspection should identify structures on which the deterioration warrants partial (by panel) or complete deck removal and resurfacing of the entire structure. This work may be performed on a span by span or lane by lane basis. Particular attention should be given to replacement of deteriorated deck panels on structures where deck resurfacing is being performed.
4. Work may require modification of sidewalks, parapets and joints in order to maintain the required traffic lane widths during construction. Temporary relocation of signs attached to parapets, including electrical and control appurtenances, may be required.
5. Work on safetywalks and parapets may require temporarily relocating and maintaining electrical wiring and appurtenances. Appropriate provisions conforming to current electrical codes shall be included along with applicable details for routing of the temporary wiring in conduit or the temporary relocation of appurtenances. Complete replacement of existing severely deteriorated or designated sidewalk/parapet configurations with new "Jersey" shape parapets are to be incorporated.
6. Where warranted, the Consultant shall investigate and assess related deterioration to the bearings and ends of girders over bridge seats at deck joints to determine if repairs should be made while the deck is removed.
7. The Consultant shall thoroughly review all as-built plans to identify joint details at each site; develop repair details specific to the existing conditions at each joint of each bridge. The Consultant shall verify through field inspection that the details in the Contract plans reflect field condition.
8. The consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where a latex modified concrete surface is to be placed in lieu of the existing asphalt concrete bridge surfacing or wherever else deemed necessary due to proposed work.
9. On bridges where the roadway to bridge transitions requires a correction of 3 in. or more, the consultant shall perform a field survey during design to develop profile information and details for the proper proposed improvements. The limit of approach resurfacing shall be extended as required to accommodate the proposed profile.

On bridges with "flat" profiles that experience ponding in shoulder areas, the consultant shall perform a field survey during design to determine re-profiling needs. The consultant shall also investigate the possibility of eliminating bridge scuppers by performing a gutter flow analysis.

On bridges where the fascia parapet and full or partial decks are being reconstructed (long term construction), the consultant shall develop a procedure for the Contractor to provide top of steel and top of roadway elevations to the consultant during construction. The consultant shall use these values to develop proposed gutter line elevations, proposed cross slopes, and verification of haunch heights during the construction consultation phase.

The total allowance of 500 hours previously defined above shall be provided in the fee proposal for any field survey work that may be required under this OPS for bridge deck repair and resurfacing subject to the approval of the Authority.

10. The consultant shall provide a design to retrofit existing open tooth or critical bulb angle joints to strip seal joints where deck resurfacing is scheduled.
11. The consultant shall identify the limits of bridge deck and approach slab resurfacing. The consultant shall identify and recommend the type of resurfacing to be implemented.
12. 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 Emergency and Priority #1 Repair Procedures.
13. The consultant shall perform load ratings for structures where either the existing parapet/safety walk configuration is being replaced with a "Jersey" shape parapet, where a latex modified concrete surface is to be placed in lieu of the existing asphalt concrete bridge surfacing or wherever else deemed necessary due to proposed work. Available load rating models exist for most structures. Load Ratings shall be in accordance with the New Jersey Turnpike Load Rating Manual (Version 9.7, January 2022) which is available on the Authority's Website https://www.njta.com/media/6470/2022-01-14-spec_njta-load-rating-manual_ver97_final.pdf. For the purposes of this RFEOI, assume 2 structures per contract.

VII. SPECIFIC REQUIREMENTS AND CONDITIONS - Submissions

A. Phase 'A'

1. Based on the visual inspection and the available construction budget, the consultant shall recommend structures for rehabilitation in order of priority. For consistency, the Consultant shall use the Turnpike Authority's Bridge Management System's Condition Inspection Manual, latest edition, for the condition rating of the individual elements. This list, which constitutes the Phase 'A' submission, shall identify the type of rehabilitation proposed, limits of rehabilitation (partial or full width overlay; depth of removal/overlay) and include a preliminary Engineer's Estimate. The list shall indicate any utilities, railroads, local roads or other similar pertinent information that may affect the performance of the work and required utility orders.
2. The Consultant, based on his investigations, shall identify the structures recommended for rehabilitation 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 identifying the type of rehabilitation, limits of rehabilitation and cost based upon a preliminary Engineer's Estimate.
3. 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.
4. The Phase 'A' submission shall be in the form of a bound report that contains the following items; written introduction, a summary paragraph of each bridge discussing deficiencies, top deck condition,

under deck condition, by panel highlighting condition, basis for the recommended rehabilitation scheme, an engineer's estimate and a separate list of bridges recommended to be included in the prestage repairs which shall be based on the limits of the MPT. An appendix shall also be included that contains a minimum of two (2) photos of the typical deficiencies for each bridge in Attachment A7 and of all bridges recommended to be included in the contract, with legible field notes for all bridges surveyed. The field notes shall depict relevant features such as locations of roadway, railroad, and stream crossings, and other information to aid locating spans in the field. A CD and photo log shall be submitted containing all photos taken during the field investigation.

5. Three (3) color copies and one pdf of the entire Phase 'A' submission report shall be submitted. Comments will be furnished to the Consultant within 10 working days.
6. The Authority's Project Engineer will conduct a two (2) day review of the Phase 'A' submission with the Consultant in the field after performing a submission review meeting. The purpose is to confirm the bridges to be included in further contract preparation and establish a rough scope of work. The number of bridges included in the contract may vary depending on the construction budget available. Bridges may be added or dropped from consideration during the duration of the OPS, depending on the needs of the Authority.
7. If, after review by the Authority, the scope of bridges to be rehabilitated differs significantly from the Priority listed within the Phase "A" report, the Consultant shall submit a revised list of bridges to be included in the scope of the contract, with a revised cost estimate, within ten (10) working days of the Phase "A" field review.

B. Preliminary MPT Coordination Report

1. 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.
2. 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.
3. For each work area proposed where seasonal restrictions currently exist, a traffic impact analysis may be performed to confirm the current seasonal restriction, or at the request of the Operations Department. Based on the proposed staging of work, the Consultant may be required to complete additional workzone 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" portion of the OPS.
4. 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.

5. Three (3) copies and a pdf file of the 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.
6. The report shall be the basis of a review meeting with the Operation's and/or Construction Department. Comments will be furnished to the Consultant within 15 working days.

C. Phase 'B'

1. The Phase 'B' submission shall be in the form of 60% complete contract drawings, including details (95% complete repair scope of work drawings), a preliminary construction schedule and Engineer's Estimate by Stage and/or HICC. Plans shall present new or proposed repair details. The plans shall indicate any utilities, railroads, 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 each structure constraints and accessibility.
2. The Phase 'B' submission shall include Standard Pay Item Numbers and Descriptions, and Construction Materials not covered by the Standard Specifications, 7th Edition, 2016, Standard Supplementary Specifications and Qualified Products List. A list of known Unit Codes and Requested Unit Codes as per the Authority's Manual for Unit Codes and Capex User's Guide shall also be provided.
3. A Draft specification shall also be submitted as part of the Phase "B" submission.
4. All plans presenting work over railroads shall show the railroad right-of-way, track locations and rail owner's track designation and milepost.
5. Three (3) copies and the electronic files of the Phase 'B' plans, supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
6. The Authority's Project Engineer will conduct a field review of the Phase 'B' submission with the Consultant after the formal Phase "B" review meeting. The purpose is to confirm the proposed scope of work on the bridges to be programmed for repair. Comments will be furnished to the Consultant within 12 working days.
7. All required utility orders shall be prepared for processing by NJTA with the utility companies.

D. Preliminary MPT Submission and Construction Schedule

1. The Preliminary MPT submission shall include three (3) copies plus the electronic files of the preliminary traffic control plans, complete MPT specifications and Appendices. The Phase 'B' construction schedule shall be updated/expanded to include backup computations and a draft Constructability Review Report by qualified construction personnel. The Preliminary MPT Submission shall be 95% MPT design complete for review. Comments will be furnished within 10 business days and shall be addressed for the Phase C submission.
2. 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.
3. The Consultant shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction 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.

4. A meeting will be scheduled with Operations for review. Comments will be furnished within 3 weeks or more and shall be addressed for the Phase 'C' submission as indicated in the design schedule.

E. Phase 'C'

1. 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.
2. 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.
3. 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.
4. Three (3) copies plus the electronic files 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" column solely for use on bridges within the contract.

F. Phase 'D'

1. 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.
2. 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.
3. The Phase 'D' submission shall consist of 100% complete contract drawings (Mylar title sheet) and specifications, three (3) sets of ½ size drawings (one sealed), supplementary specifications, construction schedule and Engineer's Estimate.
4. The Consultant shall submit electronic copies of the final contract documents on a CD. Plans shall be submitted in both Microstation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's CAPEX/BidEx bidding software.
5. Phase 'D' plans, specifications and cost estimate shall be transmitted to the General Consultant by the Project Engineer.

VIII. Maintenance and Protection of Traffic

A. Introduction

1. The consultant shall develop detailed Maintenance and Protection of Traffic Plans and Supplementary Specifications. These plans in some cases may reference the standard drawings but, in most cases, must show the limits of line striping obliteration, temporary striping, placement and limits of concrete construction barrier, locations of lane closing tapers specified by mile post, lane shifts, signing and traffic device placement for each construction stage. The Consultant shall provide in the contract for the contractor to furnish and maintain an appropriate number of variable message signs and trucks

with mounted attenuator (TMA). Pre and post lane closing Maintenance and Protection of Traffic plans will be required in merge or other unusual traffic pattern locations in order to convey the proper switching and installation sequence. The traffic staging shall take into account the traffic requirement that short-term lane reductions will be permitted in accordance with the lane closing tables outlined in the Traffic Manual. The exception to this is only for High Intensity construction cycles performed over weekends or weekly cycles as justified to complete work. Traffic shifts are not typically considered to have any impact on traffic capacity and therefore are not controlled by the short-term closing outlined in the Traffic Manual. The supplementary traffic specifications shall be set up to assign priority to mainline structures. An effort shall be made to concentrate the work in certain zones, thus reducing the length and the number of required lane closings. Work on ramp, U-turn or local road bridges shall be scheduled during separate phases. The preliminary construction schedule shall address each bridge in the project and detail each construction stage and cycle. The schedule shall reflect holiday and heavy traffic day restrictions as reflected in the Supplementary Specifications and the Traffic Manual.

2. The Supplementary Traffic Specifications (Division 800) shall make provisions for non-concurrent lane closings in same direction dualized roadways
3. The contract shall provide for the Contractor to furnish, install, maintain and remove Maintenance and Protection of traffic devices and to install, maintain and remove all lane and shoulder closings and traffic shifts.

B. Primary and Supplemental Lane Closings

1. The consultant shall determine and outline in a table on the MPT plans for each bridge, in consultation with the Authority's Operations and Engineering Departments, the allowable lane closing hours and seasonal restrictions for each bridge based on the proposed construction stages, work volume, traffic tolerance and traffic patterns, if not provided for within the Traffic Manual.
2. A majority of the work requires the use of supplemental lane closings that are only permissible during certain off-peak traffic periods. Off peak traffic periods are usually at night but will vary depending on location and as outlined in the Traffic Manual. The consultant shall work with the Operations Department and the Authority's Project Engineer to determine the allowable times for supplemental lane closings, if not provided for in the Traffic Manual. Supplemental lane closings are typically used for temporary construction barrier placement and removal, placement and removal of temporary line striping, milling and paving operations, catch installation and removal, debris removal, delivery of materials and other similar work items. The location of starting and ending points for line striping tapers for primary and supplementary lane closings shall be obtained from the Authority's Traffic Engineer or his designee for each particular construction stage and location.
3. Traffic protection cross sections shall be developed for each work phase. They shall indicate primary and supplementary lane closing configurations including width dimensions, placement of traffic protection devices and shall note line striping changes. Each cross section shall also represent original striping locations.

C. Traffic Shifts or Detours

1. Virtually all roadways require the maintenance of all lanes during commuting hours. This may be achieved by the use of shoulders as a traffic lane. In special cases, traffic detours may be required. The scope of work includes evaluating the shoulders with respect to pavement resurfacing, inlet reconstruction and guard rail raising or replacement, prior to use. Traffic shifts to the shoulders is usually accomplished by means of obliteration of the existing striping and the use of temporary striping. The consultant shall schedule pre-stage repair work in the shoulders as necessary. If traffic is shifted

to the shoulders, the consultant shall specify milling and resurfacing to eliminate rumble strips and raised pavement markings.

2. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions where two or three side by side minimum 11.0 ft. wide traffic lanes cannot be maintained on mainline roadways. This condition will require advance approvals.
3. During the design preparation, the Consultant shall determine and formally advise the Authority of conditions such as where ramp closures or weekend HICCs crash cycles are required to perform the proposed work. These conditions will require advance approvals.

D. Construction Sequencing and Construction Schedule

1. Along with the detailed MPT plans and specifications the consultant shall develop a suggested, workable construction sequencing plan and construction schedule. In some cases, the construction sequencing plan may be combined with the MPT plans. In more complex cases, separate drawings will be required. The work is carried out in stages during weekend, part weekly, or multi-week construction cycles in duration and is typically performed within single or multi-lane closings. Based on the construction sequencing plan and allowable lane closing times developed, the consultant shall quantify the duration of each construction stage. The consultant shall also determine the required number of weekend or part weekly cycles for each construction stage. Usually, a limited number of construction cycles, preferably one, per stage is feasible or allowable due to seasonal or traffic operational restrictions. The exact duration is to be determined by the consultant based on the type and volume of work scheduled in each stage.
2. Work stages in traffic sensitive areas shall be of short duration, limited to weekends. Two-to-three-day work cycles shall be considered. Depending on volume, additional work cycles may have to be considered.
3. Work required in center lanes, for long-term or overnight duration, shall be scheduled in conjunction with the left lane, providing two lanes of traffic can be maintained using the remaining available lane or shoulder as a traffic lane.
4. Concrete construction barrier shall be specified in conjunction with deck panel replacements and deck reconstruction. The use and placement of the concrete construction barrier shall conform to current New Jersey Turnpike Authority standards for Type 4 barriers. On bridges or viaducts exceeding 500 ft. in length, the concrete construction barrier may be placed non-continuous in individual enclosures provided the distance between the end of one enclosure to the temporary impact attenuator of the next enclosure is 200 ft. or more. Construction barrier layout and joint class is to be determined by the Design Consultant.
5. The Consultant shall have qualified construction personnel review the construction sequencing and construction schedule. After this review, the Consultant shall submit, as part of the Draft MPT and Construction Schedule Submission, backup computations. These shall include man-hours, equipment hours and any other pertinent information to support the proposed construction schedule. The Authority will provide comments which shall be incorporated in the Phase 'C' submission.

IX. Miscellaneous

1. The Consultant shall perform computations to determine the quarter hour rate of Lane Occupancy Charges for work areas where contractor installed lane closings are not removed at the appropriate times using Road User Cost Manual. These computations shall be generated for single lane and multiple lane conditions, broken out between Interchanges, by direction and number of lanes, by Peak and Off-Peak Seasons.

2. The Consultant shall evaluate the standard joint hardware design and provide recommendations for possible improvement. Extensive details for new joint hardware shall be developed. The Consultant shall produce standard drawings for each unique joint condition encountered and provide the most accurate dimensions possible. This will enable an expedited shop drawing production during the construction. The contractor will be responsible for verifying dimensions prior to joint fabrication. The joint details shall be developed utilizing all information available including as-built drawings and existing field conditions. The Consultant shall coordinate with the Authority's Operations Department and Project Engineer to utilize a combination of lane closings, shoulder closings and slowdowns to survey the existing field conditions.
3. The Consultant shall provide the Supplementary Specifications in the same format as the Standard Specifications.
4. The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction in accordance with the Authority's DRAFT "Shoulder Pavement Assessment Procedure" which will be provided at notice to proceed. Consultant shall make recommendations to the Authority regarding pavement condition based on Structure Location, Average Daily Traffic, Daily Truck Traffic, Duration of Lane Shifts, Horizontal and Vertical curves in the work zone, Ramp restrictions, confirmed as-built information, drainage and field assessment based on the appearance of distress. The Consultant shall provide for \$30,000 in the Fee Proposal to propose, conduct and manage a shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling. Work shall not commence without approval by the Authority.
5. The Consultant shall evaluate the type of striping in each work zone to ensure that a compatible method of obliteration (i.e., black paint, etc.) temporary striping and permanent striping is specified.
6. 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.
7. The Consultant shall develop "Smart Work Zone" plans and specifications as required by Operations in various MPT schemes where advance patron notification and alternate route advisories are required. The scope of these services shall be identified and paid for as an Unanticipated Service.
8. 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.
9. The Consultant shall make provisions for the re-establishment of the automatic traffic surveillance and control system detection loops and trunk cables, where affected.
10. The Consultant's staff shall acquaint themselves with the Authority's Fiber Optic Cable facilities extending nearly the length of the Turnpike, including branch runs. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Engineer shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed repairs and make reference thereto in the specifications.
11. The Consultant shall identify areas where 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.
12. The Consultant shall prepare cost estimates, attend review meetings, and the contract bid opening. The Consultant shall analyze the bids and recommend the low bid for acceptance or rejection. The

Consultant shall estimate the effort required for shop drawing review based on the Contract requirements and include this in their Fee Proposal.

13. The Consultant shall provide 40 hours within the fee proposal to review available plans and conduct a field visit of the affected structures to identify work which will need to be advanced or coordinated with other regional transportation projects subject to the approval of the Authority.
14. The Consultant may use the services of a materials specialist firm as a subconsultant to assist in determining appropriate destructive and non-destructive 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. The Consultant shall provide for \$50,000 for the design program in the Fee Proposal. Scope of services shall be identified and paid for as an Unanticipated Service.
15. The Consultant shall prepare electronic files (in both Word and pdf formats) of the Supplementary Specifications that incorporates all accepted Addendum items. All Addendum items/changes that pertain to the Supplementary Specifications shall be depicted within the final documents in accordance with examples provided by the Authority.
16. 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. These hours are for unanticipated services, including traffic impact analysis, smart work zone plan development and unanticipated and Construction Consultation, and Change of Plans.
17. 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. If not designated elsewhere in this RFEOL, signs denoting that unauthorized access is prohibited are posted at all gates where security keys must be signed out. 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. Keys shall only be signed out for the bridges where active inspection or evaluation will be ongoing; the Consultant will not be permitted to sign out keys for locations where work is not currently active. The Consultant will be required to fill out and sign a key request form for each individual key and adhere to the Key Receipt Authorization Memorandum. The Consultant will be responsible for the key and for the corresponding locks for the area secured by the locks while the key is in their possession. Gates shall be locked at the end of each day. Individuals who sign for keys are responsible for performing a visual inspection of the area upon arrival to the bridge each day and immediately reporting any irregularities or breaches to their NJTA Liaison and to the Security Liaison. In case that suspected unauthorized access to an area is observed, the Consultant shall contact the NJTA Operations Department or State Police. The consultant shall not try to engage with personnel suspected of unauthorized access. Once the key is no longer needed, the individual who signed for the key shall return it to the Key Custodian and, if requested at the time of turn-in, the Consultant will receive a receipt for their records indicating the key has been returned. To ensure that all keys are returned by Consultants to the Key Custodian, the successful return of keys, or payment for replacement keys and locks, will be considered a condition of all OPS' involving the access to areas protected by the Bridge Security Fencing.

X. 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. A separate estimate of quantity table with quantities broken down by stages shall be shown for each bridge on the Construction Plan Sheet for that structure.
3. All printing of contract bid documents will be performed by the Authority. All printing and compilation of phase review documents will be performed by the Consultant as defined previously.
4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Attachment B – RFEI Standard Information.
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. 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. All Utility Orders, where required, will be performed under unanticipated services.
11. All inspection work on the NJ Turnpike shall be performed behind guiderail or other roadside barriers, where feasible. Work conducted in a closed lane or shoulder shall be performed in accordance with the Standard TP Drawings. The Consultant shall be responsible for all costs associated with MPT on Authority roadways required for the field work except as defined in item 14 below.
12. TMAs shall be provided by the Consultant. A separate line item shall be provided in the Fee Proposal for the cost associated with furnishing the TMAs for the project. The Consultant will be required to provide a letter from the rental company which states that the supplied TMAs meet or exceed NCHRP 350, Test Level 3 compliance.

13. Complex lane closings on the Turnpike impacting the North or South Mixing Bowls, required for inspection will be installed, maintained and removed by the New Jersey Turnpike Authority's Maintenance Department.
14. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.
15. 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.

XI. PROGRAM FUNDING

The total projected construction budget is approximately \$70 million. Depending on budget allocations, this amount may fluctuate.

XII. PROJECT SCHEDULE AND DELIVERABLES

The Consultant will be required to submit, at the project kick-off meeting, a preliminary design schedule covering the scope of work based on OPS requirements and the following timetable:

DESIGN SCHEDULE

Award OPS No. T3905.....	October 25, 2022
Anticipated start of work.....	November 23, 2022
Submittal of Design Schedule.....	November 30, 2022
Submittal of Phase 'A' repair priority list.....	February 16, 2023
Submittal of Preliminary MPT Coordination Report.....	April 12, 2023
Submittal of Phase 'B' construction plans.....	July 12, 2023
Submittal of Preliminary MPT Plans & Specifications.....	October 11, 2023
Submittal of Phase 'C' Documents.....	January 19, 2024
Submittal of Phase 'D' Final Documents.....	March 15, 2024

CONSTRUCTION SCHEDULE

Date of Contract No. T100.646 Advertisement.....	March 22, 2024
Date for Receipt of Bids.....	May 3, 2024
Award of Contract No. T100.646.....	July 23, 2024
Notice to Proceed Contract No. T100.646.....	September 18, 2024
Construction Completion Date.....	November 15, 2027
Administration Project Closeout.....	January 15, 2028

The Consultant may, at his own discretion, proceed during the NJTA's review period on selected areas of the project. However, any delays caused by the NJTA's review process shall not be sufficient reason for additional compensation.

All correspondence, invoices and transmittals for the project shall be referenced by the NJTA's Order for Professional Services Number and the construction Contract Number.

In the proposal, the Consultant shall comment on the appropriateness of the schedule and indicate the Consultant's intention to comply with the schedule, or alternatively, offer for consideration an amended schedule.

XIII. STRUCTURE LIST

Structure	Bridge Description	No. Spans
<u>Maintenance District 10 - 7 Bridges</u>		
E106.15A	SNW over Turnpike Ramps NSE-I/SNI-E	5
E106.89A	Int 15E Ramp TNW over Turnpike NSE/SNE	4
W106.57	NSW/SNW over Conrail "Newark Branch"	6
W107.87	NSW/SNW over Passaic River, Raymond Blvd, Harrison Ave, Ramps and Railroads	51
W109.16	NSW/SNW over NJ Rte 7 (Belleville Turnpike)	3
W111.06	NSW/SNW over NJ Transit "Boonton Branch"	3
W111.96	NSW/SNW over NJ Transit "Mainline Paterson" Branch"	3

Subsection A5
Staffing Estimate

Classification (ASCE-Grade)	Phase A	MPT Coord. Report	Phase B	Preliminary MPT	Phase C	Phase D	Shop Dwg. Review	Const. Consult.	Const. Progress Meetings	Total Hours
Project Manager ()										
Senior Engineer ()										
Engineer ()										
Junior Engineer ()										
Survey Crews										
Other-Specify ()										
Other-Specify ()										
Total Hours										

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks such as Signing and Lighting, Drainage, Utility Relocations, etc. 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, 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, Mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

ATTACHMENT B
Standard Supplemental Information

Subsection No. and Title

- B1. Administrative and Agreement Information
- B2. Small Business Enterprise and Disabled Veteran-owned Business Programs
- B3. Equal Employment Opportunity Regulations (N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27)
- B4. State Contractor Political Contributions (P.L. 2005, Chapter 51 and Executive Orders 134 and 117)
- B5. Set-Off for State Tax (N.J.S.A. 54:49-19)
- B6. Office of State Comptroller Right to Audit (N.J.A.C. 17:44-2.2)
- B7. Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
- B8. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-57(a) and N.J.S.A. 52:32-56(e)(3))
- B9. Antidiscrimination Provisions (N.J.S.A. 10:2-1)
- B10. 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, 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 website 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 RFEEOI 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 an 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 subconsultants who are registered with the Division as an SBE. 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, col-or, 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 /her 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 N.J.S.A. 19:44A-20.27

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 N.J.S.A. 19:44A-20.27, 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 N.J.S.A. 19:44A-20.13 et seq. (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 **N.J.S.A. 19:44A-20.13 et seq.**, 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 the 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.

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 thereto, are made a part of this OPS. In providing any aid, benefit, or service on

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

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