

September 12, 2022

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
MULTI-PROJECT SOLICITATION**

**ORDER FOR PROFESSIONAL SERVICES No. T4011  
DESIGN SERVICES FOR CONTRACT No. T100.724  
GRADE SEPARATED U-TURN STRUCTURES AT MILEPOSTS 6.4, 13.4 AND 43.8**

**AND**

**ORDER FOR PROFESSIONAL SERVICES No. T4012  
DESIGN SERVICES FOR CONTRACT No. T100.723  
GRADE SEPARATED U-TURN STRUCTURES AT MILEPOSTS 19.0, 29.5 AND 46.1**

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) for Complex projects from engineering Firms that (1) have been designated as a Small Business Enterprise (SBE) as defined in N.J.A.C. 17:13-1.1, (2) are registered with the Division of Revenue & Enterprise Services/Department of Treasury as an SBE, and (3) are prequalified and eligible with the Authority in the following Profile Code:

Profile Code	Description
A090	Bridges: New

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.

These are SBE Set-Aside projects and therefore only those firms that have been designated as an SBE as defined in N.J.A.C. 17:13-1.1 and are registered with the Division of Revenue & Enterprise Services/Department of Treasury as an SBE shall be eligible to perform this work. The Prime Consultant for this SBE Set-Aside project **must** perform at **least 51%** of the entirety of the work for this Project and is limited to having no more than 25% of the work performed by non-SBE subconsultants.

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

- Attachment A – EOI Submission Requirements (A1 through A6); and
- Attachment B - RFEOI Standard Information (B1 through B14)

This multi-project solicitation is for professional services required for the final design of two (2) individual design contracts for grade separated U-Turn bridges on the New Jersey Turnpike. Each design contract includes three (3) U-Turn bridges. The limits of the sections are defined in this RFEOI.

It is the Authority's intent to engage the services of two (2) firms through this multi-project solicitation for EOIs. Professional Services are required from two eligible firms, one (1) Consultant for Order for Professional Services No. T4011 Design Services for Contract No. T100.724, Grade Separated U-Turn Structures at MP 6.4, 13.4 and 43.8; and one (1) Consultant for Order for Professional Services No. T4012 Design Services for Contract No. T100.723, Grade Separated U-Turn Structures at MP 19.0, 29.5 and 46.1. The Consultant shall convey their understanding of both OPS', the Authority's needs, and shall express their approach to both projects and provide staffing estimates for both projects. The highest technically ranked firm will be given an opportunity to express their preference of OPS assignment.

The specific services for this solicitation can be found in Attachment A3, "Scope of Services" attached herewith.

### Project Description

Enclosed herewith is a Request for Expressions of Interest (RFEOI) by the New Jersey Turnpike Authority (Authority) for professional engineering services required for the six (6) grade separated U-Turns bridges on the New Jersey Turnpike through the permitting, environmental services, final design, and construction phases.

The New Jersey Turnpike Authority retained AECOM (AECOM Team) under a separate OPS (OPS No. T3839) to provide the Authority with professional services for program management and environmental services for the New Jersey Turnpike Interchanges 1 to 4 Capacity Enhancements Program (NJ1to4CEP). During Concept Design of NJ1to4CEP, the Authority's Operations Department requested that grade-separated U-Turns be provided within seven preferred areas between MP 0.0 and MP 46.0 to accommodate Operations-Maintenance activities within this section of the Turnpike. Through the Concept Design and Preliminary Design phases of the NJ1to4CEP, the AECOM Team has recommended locations for the grade-separated U-Turns. The Preliminary Design Report (titled, *Replacement of At-Grade U-Turn Locations with Grade-Separated U-Turn Structures MP 1.5 to 47.2*, dated August 5, 2022) prepared by the AECOM Team for the grade-separated U-Turns is being provided as reference material.

Consultants are advised that the Authority intends to engage a total of two (2) firms to undertake these design assignments. For the design of Construction Contract No. T100.724, the three (3) grade separated U-Turns are located at Mileposts 6.4, 13.4 and 43.8. For the design of Construction Contract No. T100.723, the three (3) grade separated U-Turns are located at Mileposts 19.0, 29.5 and 46.1.

In general the required services for the six (6) grade separated U-Turn bridges include final design services for the preparation of complete construction contract documents; preparation of utility orders; preparation of Right of Way documents, if required; preparation of public hearing documents; development of environmental permitting applications; development of project schedules, cost estimates and spending plans; post design services including shop drawing review; construction consultation as well as other ancillary activities for the total performance of this assignment.

Project background materials (as-built plans, preliminary design report, etc.) will be available for review electronically through the Authority's Secure File Sharing site (Kiteworks) in the "Background Materials" folder. Access to the secure workspace will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Prayag J. Sayani via e-mail at [sayani@njta.com](mailto:sayani@njta.com). The subject line should read "OPS Nos. T4011 and T4012, 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 **10:00 A.M. on October 03, 2022**. EOI's are to be submitted as follows: **One (1) PDF** copy uploaded to the Authority's Secure File Sharing Site (Kiteworks); as well as **four (4)** hard copies, delivered to the Authority's Headquarters on or before the date and time referenced above.

**Late submissions will not be considered.**

EOI's shall be addressed to:

#### **Hand or Overnight Delivery**

**New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Structures Section  
Prayag J. Sayani, Ph.D., P.E.**

#### **U.S. Mail**

**New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Structures Section  
Prayag J. Sayani, Ph.D., 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), and shall be in accordance with the following naming convention (e.g. *OPS #\_EOI/Technical Proposal/Fee Firm Name*). To gain access to Kiteworks, firms should email Jennifer Romero at [JROMERO@njta.com](mailto:JROMERO@njta.com) with the following information in the subject line: "OPS Nos. T4011 and T4012 Kiteworks Access".

### **Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to Prayag J. Sayani, Ph.D., P.E. via e-mail to [sayani@njta.com](mailto:sayani@njta.com) and copy to Maynard Abuan, P.E. at [mabuan@njta.com](mailto:mabuan@njta.com). The deadline for inquiries is **September 19, 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 **September 21, 2022**. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

### Consultant Selection

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

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

<b>RATING FACTORS</b>	<b>WEIGHT (%)</b>	<b>POINTS</b>
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 N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), superseding Executive Order 134 (2004); N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2); and 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 from receipt.

**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.

**Consultants shall be required, at their own expense, to provide all insurance coverages as more fully set forth in the applicable OPS Agreement.**

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

Very truly yours,

**ORIGINAL SIGNED BY**

Michael Garofalo, P.E.  
Chief Engineer

MG:PJS:ms  
Attachments

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

**ATTACHMENT A**  
**Supplemental Information**

**Subsection No. and Title**

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

## **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 (unless otherwise noted):

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 its 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 subconsultants experience on similar projects.

The Firm shall provide information on past projects which it has 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's experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEOI in consideration of the person proposed for the assignment. If the Firm is proposing an individual with credentials considerably different than those identified by the Authority, the Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

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

- c. **Key Personnel's Qualifications and Relevant Experience**

The Firm shall identify the Project Engineer and 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 workhours required for this assignment, including any work anticipated to be performed by subconsultants. The staffing schedule shall follow the guidelines set forth herein and sample in Subsection A4.

**e. Approach to the Project**

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

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

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

**Commitment and Ability to Perform the Project**

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



### Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing 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 Subconsultant's Program (the SBE Program). Under the SBE Program, Firms interested in being considered for this OPS agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Engineer and each Key Personnel team members**, detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed staffing estimate** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.

The Authority has provided an estimate of the expected staffing for this OPS, which is identified in Attachment A4 – 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 A4 is appropriate for the Consultant to complete the assignment.

5. A **Project Schedule for each OPS** 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 subconsultant.
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 subconsultant 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 subconsultant shall be submitted. State "none" on the form if Firm, joint venture or subconsultant 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 subconsultant.
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.**

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

The required forms referenced in Items 6 through 16 above can be found on the Authority's website: [www.njta.com](http://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, Firm will be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

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

A brief transmittal letter along with the following forms and/or documents (listed below in the order in which they appear in this RFEIOI), 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

The aforementioned page limitation shall be increased to a maximum of twenty-one (21) pages, if the Consultant must exercise option 10C above. The additional eight (8) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to seven (7) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their EOI unless they are required to do so in accordance with Option 10C. When appropriately 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 non-responsive, incomplete and may be rejected.

**Subsection A2**  
**OPS Procurement and Project Schedule**

Posted.....	September 12, 2022
Deadline for Inquiries .....	September 19, 2022
Posted Responses to Inquiries .....	September 21, 2022
Submittal of Expressions of Interest .....	October 3, 2022
Request for Technical and Sealed Fee Proposals .....	October 20, 2022
Submittal of Technical Proposals .....	November 10, 2022
Notify Consultant of Need for Presentation .....	November 30, 2022
Presentation.....	December 7, 2022
Recommendation to Award OPS .....	January 2023
Notice to Proceed .....	March 2023
Submittal of Phase 'D' Final Documents .....	February 2025
Completion of all Construction Work.....	May 2028
Administration Project Closeout.....	November 2028

**Subsection A3**  
**Scope of Services**

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

**Project Background**

The New Jersey Turnpike currently has 23 at-grade U-Turn locations (median cut-throughs) between MP 1.5 and MP 47.2 on the New Jersey Turnpike. All of these existing at-grade U-Turn locations will be eliminated under separate construction contracts, and new grade separated U-Turn bridges will be constructed. There is one existing grade-separated U-Turn location at MP 13.4 that will be replaced as part of this multi-solicitation and one existing grade-separated U-Turn location at MP 37.0 that is currently being reconstructed and is not included in this multi-solicitation.

The NJTA Design Manual, Section 1.5.3, states that on the Turnpike, U-Turns shall be located within one mile of and on each side of an interchange and no more than five miles apart between interchanges. The NJTA Operations Department has requested that grade-separated U-Turns be provided within seven preferred areas between MP 1.5 and MP 46.1 to accommodate Operations and Maintenance activities within this section of the Turnpike. The

recommended locations based on the seven (7) preferred areas are:

1. Location No. 1 - MP 6.4, NJTA Standard Configuration
2. Location No. 2 - MP 13.4, Modifications at NJTA Maintenance Yard 1
3. Location No. 3 – MP 19.0, NJTA Standard Configuration
4. Location No. 4 – MP 29.5, Butterfly Design
5. Location No. 5 – Existing U-Turn at Milepost 37.02 (Not in scope under this OPS)
6. Location No. 6 – MP 43.8, NJTA Standard Configuration
7. Location No. 7 - MP 46.1, NJTA Standard Configuration

Refer to the Preliminary Design (PD) Report (titled, *Replacement of At-Grade U-Turn Locations with Grade-Separated U-Turn Structures MP 1.5 to 47.2*, dated August 5, 2022) for controlling design criteria, evaluation methodologies, assessment of anticipated impacts, and proposed improvements at the recommended locations. Note that the geometric design criteria, pavement composition, and typical section for the conceptual layouts of the proposed U-Turns are based on Section 1.5.3 of the NJTA Design Manual as well as in coordination with the NJTA Operations Department.

Primary considerations for the recommended locations included U-Turn geometry, right of way impacts, environmental impacts and impacts to major utilities, specifically gas or petroleum transmission lines. A comparison of safety and operational characteristics; environmental, right of way, and utility impacts; and order of magnitude costs have been evaluated for the recommended locations. The selection of the preliminary design report's recommended locations was based on a comparison of all criteria considered. The recommended locations best satisfy the safety and operational goals and balance environmental, right of way, and utility impacts. Refer to the PD Report for recommended locations listed above.

Note that the U-turn at the MP 37.02 location was not included in this assignment as the bridge was previously constructed and its superstructure is being replaced under Contract No. T100.588. For the last two locations (Location Nos. 6 and 7), the AECOM Team has performed a cursory assessment of these two locations. However, the AECOM Team does not have current aerial imagery in these locations, and there was no field delineation or reconnaissance of wetlands. Therefore, the recommended locations provided in the PD Report for Location Nos. 6 and 7 is based on "desktop" research. It should be noted that further investigation is necessary to fully vet recommended alternatives for Location Nos. 6 and 7. As such, the Consultant shall perform detailed survey, wetland identification/delineation, stormwater management placement and design, utility and ROW impact assessments, environmental investigations, detailed alternatives assessment, and confirm the recommended locations and alternatives for Location Nos. 6 and 7 as part of this multi-solicitation. The scope of this survey work shall include the existing median cut-throughs north of Milepost 36.5 to Milepost 47.2.

Environmental resources within each study area are documented in the Preliminary Environmental/Land Use Constraints Report (Refer to the PD Report provided as a reference). Primary constraints considered in locating and designing the U-Turn improvements are discussed in the Preliminary Design Report. Soil suitability and groundwater were not considered to be drivers of the alternatives for U-Turn improvements and thus are not discussed. Air quality and noise were also not considered drivers of the U-Turn alternatives but will be addressed by the selected Design Engineers in environmental documentation for these assignments. Refer to the PD Report for environmental constraints maps, plans of alternatives, and preliminary construction cost estimates for each alternative/location.

The Design Engineer (throughout this RFEOI the terms "Consultant" and/or "consulting firm" shall mean the Design Engineer for this multi-solicitation and its subconsultant(s)) that jointly comprise the teams to be used for these assignments will be required to provide a range of professional engineering services to undertake this assignment. The following list identifies some of the services required for this assignment; and is not intended to specify all requirements or to be all inclusive:

- Coordinate with the Authority, the Interchanges 1 to 4 Capacity Enhancements Program Manager (AECOM Team) and other Design Engineers within the NJ1to4CEP
- Prepare and update design schedules and status spreadsheets
- Prepare final contract documents including plans, specifications, and construction cost estimates
- Prepare Utility Orders and Utility Work Orders for utilities
- Prepare right-of-way documents for properties to be acquired, if required.
- Adhere to environmental regulations and conditions determined by the regulatory agencies. Support the AECOM Team in coordinating & preparing permit application documents, as required.

Preliminary engineering design has been performed by the AECOM Team as discussed in this RFEOI. It should be expressly understood that the concept of these documents, to the degree that they are complete, have been accepted by the Authority. The selected Consultants shall advance these designs and produce complete and final construction contract documents as deliverables.

The design shall generally follow the Authority's standard four-phase (Phases A thru D) design process utilizing the Authority's standards as noted in the Design Manual, Design Standards, Standard Drawings, Standard Specifications and Standard Supplemental Specifications. This delivery process may be modified during this project if deemed necessary.

The AECOM Team has completed the following major tasks:

- Collected aerial mapping and reviewed and approved a Survey Control Report prepared for the NJ1to4CEP by GEOD under a GCE assignment
- Established mainline existing best fit center line
- Developed an Initially Preferred Alternative for each grade-separated U-Turn location, which is intended to be progressed to final design
- Prepared an Environmental Screening/Limited Preliminary Assessment for the NJ1to4CEP
- Prepared the Program Preliminary Environmental and Land Use Constraints Report for the NJ1to4CEP
- Developed preliminary roadway plans and profiles for each grade-separated U-Turn Location

The AECOM Team will continue to obtain agency approvals in coordination with the selected Design Engineers associated with this multi-solicitation which include:

- Wetlands Delineation (Location Nos. 1, 2, 3 and 4)

The selected Design Engineers for this multi-solicitation, in coordination with the AECOM Team for U-Turn locations within the NJ1to4CEP limits, will obtain agency approvals including, but not limited to:

- Wetlands Delineation (Location Nos. 6 and 7)
- General or Individual Freshwater Wetland Permit and/or Transition Area Waiver
- NJDEP Flood Hazard Area Permit
- Soil Erosion and Sediment Control Plan
- Stormwater Management Design
- No Net Loss Reforestation
- Agriculture Retention and Development Act

The NJTA intends to conduct 4 public hearings for the U-Turns, based on location, in September 2024.

The objective of the AECOM Team's preliminary design study was to identify and compare reasonable alternatives and locations for the grade-separated U-Turns. The Preliminary Design Report (provided as a reference material) presents the results of the alternatives analysis, evaluation methods, and recommendations for advancing recommended locations to the final design.

Respondents to this solicitation shall be cognizant and fully informed as to the degree of completeness and design complexity presented by the preliminary plans and documents. The Design Engineers shall review the Preliminary Design Report and evaluate the recommended structures alternatives for their respective Design Sections. The selected Design Engineers shall confirm that the preferred alternatives discussed in the PD Report for their respective Design Sections meet the purpose and need of the Program.

It will be the Consultant's responsibility to bring to the attention of the Authority during the RFEOI process, or at the time during the submission of the EOI, Technical Proposal, or Fee Proposals, any errors, omissions or non-compliance discovered in the RFEOI or subsequent Request for Proposals. By neglecting to do so, the Consultant will be responsible to make any resulting changes without additional compensation.

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

#### **A. GENERAL**

1. All services provided by the Consultant shall be performed in accordance with the current versions of the Authority's Design Manual, Procedures Manual, Standard Drawings, Sample Design Plans, CADD Standards (including any pertinent modifications required for the Program), Standard Specifications 7<sup>th</sup> Edition, the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority and are also available on the Authority's website.
2. Due to the nature of this improvement project, it is understood that the strict implementation and adherence to Authority Standards may unnecessarily complicate and expand the intent of this project. Any additional deviations and/or exceptions to these Standards, for whatever reason, which the Consultant would like to recommend shall be presented to the Authority for consideration at the Kickoff Meeting.
3. Complete bid and contract documents including the plans, supplementary specifications and Engineer's Estimate, shall be prepared for this project. The Construction Contract No. T100.724 shall include the design for the new grade separated U-Turn Structures at Location No. 1 at MP 6.4, Location No. 2 at MP 13.4, and Location No. 6 at MP 43.8. The Construction Contract No. T100.723 shall include the design for the new grade separated U-Turn Structures at Location No. 3 at MP 19.0, Location No. 4 at MP 29.5, and Location No. 7 at MP 46.1).
4. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations for all aspects of this project. The Consultant shall become familiar with the NJTA's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
5. The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEOI and subsequent Request for Proposal, the terms "Consultant" and/or "Firms" which are used throughout these documents shall not only mean the Engineering Firm, but also Joint Ventures and/or subconsultants retained by the Engineering Firm for this assignment.
6. It is specifically noted herein that the document review process by the Authority or its representatives is intended to be a review of the documents in a general manner. Review submissions and comments shall not be construed as a comprehensive review or detailed check of the consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment.

7. The Consultant shall allow for a minimum four (4) week review period by the Authority for each submission. The Consultant may, at his own discretion, proceed during the Authority's review period on selected areas of the project. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.
8. **Prior to all phase reviews the Consultant will perform a QA/QC review of the submission and submit one (1) complete set to the Authority's Program Manager and Design Liaison for advanced review and authorization to submit the phase review materials.**
9. The Consultant will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedure Manual. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.
10. It will be the Consultant's responsibility to bring to the attention of the Authority, in the Expression of Interest, or during preparation of the Expression of Interest, Fee Proposal, any errors, omissions or non-compliance discovered in this "Scope of Services" section. By neglecting to do so the Consultant will be responsible for making any resulting design changes without additional compensation.
11. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

## **B. PROJECT COORDINATION**

### **1. Coordination and Contacts**

- a. The Consultant shall coordinate its activities with Authority personnel throughout the course of this OPS. Early on, the Consultant will establish a means of coordinating and reporting its activities with the Authority's Design Liaison and the AECOM Team to ensure an expeditious exchange of information. The Authority shall be informed one week prior of all meetings with outside agencies, state and local government officials and/or groups so that Authority personnel may attend, if necessary.
- b. The AECOM Team shall act as an extension of the Authority and will provide coordination/guidance between the Design Engineers for this multi-solicitation and the NJ1to4CEP Design Engineers. Coordination/guidance with the NJ1to4CEP will involve monthly design status meetings, constructability issues, schedule coordination, operational constraints due to MPT requirements of adjacent contracts, design issues impacting adjacent projects and technical reviews.
- c. The Consultant is responsible to coordinate, through Authority's Design Liaison and the AECOM Team, their design activities that may affect the other sections of the NJ1to4CEP.

The Consultant shall cooperate and provide services in harmony with any and all entities that have been and may be retained by the Authority for this multi-solicitation and the NJ1to4CEP.

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

- d. An Internet Program Management Site (IPMS) will be utilized for the NJ1to4CEP. The selected Design



Engineers for this multi-solicitation shall provide information as required, follow naming conventions and criteria, utilize this site as a resource daily, and fully participate in the utilization of the NJ1to4CEP site. The AECOM Team shall operate, maintain, and control this site and shall provide training to the selected Design Engineers for this multi-solicitation. The selected Design Engineers shall at a minimum perform the following tasks using the IPMS: view, post and edit documents and databases, as appropriate on a daily basis, submit all required deliverables in electronic format, and participate in the comment resolution process. The selected Consultants shall fully commit to the use of this site.

- e. The Consultant may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary to effectuate the completion of work items. The Consultant will give adequate notification of all meetings to Authority through the Program Manager and Authority's Design Liaison when required. High level meetings will be attended by the Authority as required.
- f. Monthly Status meeting as well as other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Consultant. The Consultant will prepare all memoranda of meetings attended with copies to the Authority, and others as appropriate within five (5) working days of the meeting.
- g. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.
- h. The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.
- i. The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.

## 2. Other Agency Coordination

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

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

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

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

It is anticipated that the AECOM Team will continue to coordinate with the major longitudinal utility companies throughout the completion of Preliminary and Final Design and will be responsible for the relocation design of these utilities through coordination with the Utility Companies and with the assistance of the selected Design Engineers. The selected Design Engineers shall be responsible for the coordination and design of all other utility relocations, the AECOM Team will provide oversight for this process and attend meetings with the utility companies as necessary.

### **C. STRUCTURE DESCRIPTION**

As-built drawings for the original construction, anticipated environmental, utility, and ROW impacts as well as list of anticipated environmental permits are available for review electronically as listed in the Project Background Materials.

### **D. SCOPE OF PROJECT**

Engineering services are required for final design for the grade separated U-Turn for Location Nos. 1, 2, and 6 (for OPS T4011), and Location Nos. 3, 4, and 7 (for OPS T4012). Note that for Location Nos. 6 and 7, the Consultant shall perform topographic mapping/survey, wetland delineation, drainage design in accordance with NJDEP Storm water Management Rules, Threatened and Endangered Species Survey (Location 6 for the Bog Turtle, and Location 7 for the Barred Owl), Hazardous Waste Sampling, coordination with Utility Companies and environmental permitting. The information presented in the PD Report are conceptual, and with only minimal vertical consideration. Additional survey will be necessary to develop profiles and check vertical underclearances.

#### **Preliminary Design Review:**

Review Preliminary Design Report and evaluate recommended alternatives for the replacement of U-Turn Structures. For each U-Turn location within their OPS, the Design Engineers shall identify design elements that can be optimized and recommended for advancement to Final Design. The optimized alternatives must be feasible from a constructability and permit ability perspective. The Design Engineers shall develop an alternatives analysis matrix of optimized elements to identify the operational and capacity characteristics; horizontal and vertical alignments; stormwater management characteristics; environmental concerns; and impacts to existing site constraints; and impacts to state, county, and local roadways. Tentative maintenance and protection of traffic schemes will be listed, approximate right-of-way impacts will be identified, order of magnitude costs and project schedules (design and construction durations) shall also be prepared as necessary to assist the Authority in assessing the optimized alternatives.

Design Engineers shall also take into consideration ongoing construction contracts in the vicinity of the project area to determine conflicts and estimate construction duration. An "Alternative Analysis Report" shall be submitted for the Authority's review detailing the process undertaken by the Consultant to expand and optimize the preferred alternatives that were presented in the PD Report for consideration. The Consultant shall address the Authority's comments and make recommendations regarding the alternatives best meeting the needs of the Authority prior to advancing to Phase A submission.

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

Prior to the development of Phase A plans, the Design Engineers shall verify in all respects the accuracy of the preliminary design, offer modifications as necessary and complete the design in all respects, including performing cost benefit analyses where such is required and was not performed during preliminary design (as for example, determining economic solutions comparing the cost of retaining walls versus property acquisition or wetlands impacts; investigating and comparing various stormwater management practices and management plans). After the Authority's approval of the Alternatives Analysis Report and recommended alternative, the Consultant shall commence the final design phase (See Final Design requirements below).

### **Final Design:**

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

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

#### **1. Survey**

Perform field survey and develop all project mapping determined to be necessary to accomplish all design services for Location Nos. 6 and 7 only. Prepare a Survey Control Report. All basemapping shall be prepared in conformance with NJTA CADD Standards. For Location Nos. 1 through 5, refer to the PD Report. The survey files developed by the AECOM Team will be provided at the kickoff meeting.

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

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

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

#### **2. Mapping**

The Authority will furnish the selected Consultant with digitized mapping of the Corridor from MP 0 to MP 36.5 in Microstation format and a survey control report. The mapping was compiled at a 1" = 30' scale accuracy including a digital terrain model (DTM). Plots have been created at a 1"= 100' scale. The selected Consultant will supplement the base mapping prepared by the AECOM Team with field surveys as required in order to obtain the required coverage and accuracy for design. Such surveys may include, but are not necessarily limited to: determine existing rights-of-way and property boundaries necessary for the development of right-of-way acquisition documents, establish proposed monumentation, location of utilities, fencing, drainage, and

lighting facilities; establishing existing roadway and railroad facilities; surveys at existing structures to establish locations and clearances and other incidental survey work as may be required in the performance of the design efforts. The survey files for the limits of the NJ1to4CEP will be provided at the kickoff meeting.

For Location Nos. 6 and 7, the Consultant shall survey the area of work in order to provide the mapping for the project to accomplish all design services. All necessary horizontal and vertical ground control for mapping shall be provided and survey control report shall be submitted by the selected Design Engineers under their respective OPS. All survey and mapping shall be prepared in accordance with Section 4 of the NJTA Procedures Manual. All basemapping shall be prepared in conformance with NJTA CADD Standards. The selected Design Engineers shall be responsible to provide traffic control during all required field work, including but not limited to survey field work.

### **3. Utility Relocations/Protection**

It is anticipated that the AECOM Team will continue to coordinate with the major longitudinal utility companies throughout the completion of Preliminary and Final Design and will be responsible for the relocation design of these utilities through coordination with the Utility Companies and with the assistance of the selected Design Engineers. The selected Design Engineers shall identify conflicts within their respective OPS limits and be responsible for the coordination and design of all other utility relocations, the AECOM Team will provide oversight for this process and attend meetings with the utility companies as necessary. All utilities shall be maintained and protected during construction. Relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders for utility relocation work. Any required preliminary engineering costs requested by the utility companies will be paid by the Authority through a Utility Order. The Consultant shall be responsible to negotiate with the respective utility companies for their respective preliminary engineering fees if requested and prepare the Utility Order for execution by the Authority.

The summary of anticipated utility impacts is provided as reference materials. Refer to PD Report which presents the AECOM Team's findings with regards to the identification of existing utilities, the efforts made to document these, and the potential costs associated with the major longitudinal utility relocations related to the NJ1to4CEP for more information. Record plans of major underground utility facilities were obtained from owners to approximate the location of underground utilities. Aerial facilities were identified from the photo mosaics, record drawings and field reconnaissance.

Prepare Utility Orders for utilities within project limits. Utility relocation work shall be designed in accordance with NJTA Procedures Manual Section 7. Where feasible, eliminate overhead wire across the New Jersey Turnpike, remove utility conduits from bridges and provide underground conduit systems.

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

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

#### **4. Right of Way**

The proposed right of way impacts are summarized in the PD Report and is provided as reference materials. Refer to the PD Report for more information.

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

The preparation of right-of-way documents shall be accelerated in the early stages of design to the extent possible in coordination with the AECOM Team and the Authority Right-of-Way Team to facilitate the land acquisition process, if required. The right-of-way strategy will be discussed with the Consultant at the kickoff meeting.

#### **5. Executive Order No. 172 (EO 172) and Environmental Permitting**

The selected Design Engineers shall assist the Authority in arranging for facilities to hold the public hearings, the preparation of the public hearing notifications, handouts, displays, presentations, report and the resolution of all comments received by the public and regulatory agencies. In addition, the selected Design Engineers shall perform all environmental investigations as may be necessary to obtain all permits in addition to those mentioned herein required for the project, attend all required meetings with the regulatory agencies, including a pre-application meeting, and provide support in the development of all permit applications required for the project. The Consultant shall include all engineering effort necessary to develop mitigation for impacts to archaeological sites, historic resources, freshwater wetlands, threatened and endangered species, forested areas and secondary impacts, if applicable. Due to the timeline associated with an extensive Environmental Permitting process, every effort possible shall be taken during development of the improvements at each location to minimize the overall permitting effort.

The AECOM Team has prepared the permitting strategy and considerations for the NJ1to4CEP. This document will be shared with the Consultant at the kickoff meeting. The U-Turn safety improvements may be classified as a categorical exclusion under NEPA and may be exempted from the requirements of Executive Order No. 215.

The summary of anticipated environmental impacts and list of permits is provided as reference materials. Refer to the PD Report which presents the AECOM Team's findings with regards to the identification of existing wetlands; special status species; soil suitability; streams, rivers, and floodplains; groundwater; air quality and noise; contaminated materials and hazardous waste; historic architecture and archaeology; preserved farmlands; community facilities, public open space, and parkland; environmental justice; major utilities; and proposed and approved developments.

## **6. Other Permits**

The Consultant shall investigate all applicable permits for the project. and prepare preliminary documents for the permits. The preparation of such other permit applications and any additional design required by such other permits (as listed in reference materials) will not be regarded as Extra Work. Permit application fees will be paid by the Authority.

## **7. Storm Water Management (SWM) / Water Quality Measures**

Refer to the PD Report for the reference materials for SWM. This project is considered a “major development”, thus triggering the need for SWM Best Management Practices (BMPs), specifically, bio-retention basins. With the exception of Locations 6 and 7, the AECOM Team has identified potential basin locations, which will need to be appropriately designed and sized based on the most recent NJDEP regulations (N.J.A.C. 7:8 – effective March 2, 2020 and operative March 2, 2021) and the water quality needs within the respective stream crossing watersheds. As noted previously, for Locations 6 and 7, the Consultants shall also identify appropriate stormwater management features and/or basin locations.

Prepare a final project drainage design in accordance with NJDEP’s new stormwater management rules and Flood Hazard Rules. Provide preliminary locations and sizes for Green Infrastructure Best Management Practices (detention, retention and/or water quality basins) to comply with the Rules. The design shall address the location and size of detention, retention and/or water quality basins and/or swales which must also be in conformance with the NJDEP’s new water quality requirements.

## **8. Drainage Improvements**

The Consultant shall develop drainage studies and final designs, including the investigation of the condition of the major drainage relief structures beneath the existing roadway within the project limits. The Consultant shall prepare support documentation (“Post Construction Program Design Checklist for Individual Projects” form) necessary for compliance with the Authority’s Stormwater Pollution Prevention Plan for activities associated with the design. The studies shall also investigate drainage during staged construction. A drainage report shall be submitted as part of the Phase B Submission.

## **9. Lighting Improvements**

Per NJTA Design Manual Section 8.2.1.1, lighting shall not be provided for U-Turns. As such, no lighting design is anticipated for this assignment.

## **10. Subsurface Investigation**

The AECOM Team is currently performing the Phase 1 geotechnical subsurface investigation program (Investigation) to support the design of the NJ1to4CEP. The Phase 1 investigation consists of the drilling of test borings, installation of observation wells, and collecting pavement cores. The subcontractor selected to perform the subsurface investigation is Craig Geotechnical Drilling, Inc. (Driller). This investigation started in December 2021 at the southern end of the project (Milepost 0.0), is continuing north and is estimated to be complete by July 2022. A Phase 2 investigation will be performed to fill in gaps where soil information was not collected in order to meet design requirements.

Phase 2, which is anticipated to take place during the Final Design phase, will proceed with additional test borings and field tests. The boring locations plans will be revised prior to the start of Phase 2 to include input from the Design Engineers to refine the locations of the percolation test (PT's), and Cone Penetration Test (CPT's). Phase 2 is anticipated to take approximately four (4) months to complete, however this could change based on the design.

This geotechnical program will supplement the historical soil information provided by the Authority. Representative soil and rock samples collected from the test borings will be sent to a geotechnical laboratory for testing to determine index and strength properties of the in-situ soils along the proposed widening alignment. Refer to the PD Report for Phase 1 Boring location plans.

The substructure investigation data will be provided to the successful Consultant at the kick-off meeting. If during the design, supplemental borings are required, the consultant shall coordinate with the AECOM Team. The AECOM Team will obtain necessary borings to support the final design effort.

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

## **11. Roadwork**

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

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

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

All guide rail and concrete barriers shall have reflectors installed. Length-of-need calculations for guide rail shall be based upon a field inspection and survey of each site. Copies of all calculations shall be included with the Phase B Review Submission.

The Consultant shall design temporary closures through construction barriers or equivalent for the existing median cut-throughs within the NJ1to4CEP limits (MP 0.0 to 36.5). It is anticipated that permanent closures of the existing median cut-throughs within the NJ1to4CEP limits will be designed by the NJ1to4CEP Design Engineers. The selected Design Engineers for this multi-solicitation will incorporate the permanent closure of existing median cut-throughs within their respective assignments north of the NJ1to4CEP limits. Construction Contract No. T100.723 shall be responsible for the temporary closure of median cut-throughs from MP 17.2 to MP 36.5 (10 total) and permanent closures from MP 36.5 to 42.5 (3 total). Construction Contract No. T100.724 shall be responsible for the temporary closure of median cut-throughs from MP 1.5 - MP 15.6 (7 total) and the permanent closures from MP 42.5 to 47.2 (3 total).

## 12. Structure

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

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

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

The Consultant shall consider the location of required longitudinal construction joints and how they are joined together with each stage of work. Load rating calculations using the LRFR methodology shall be performed in accordance with the following requirements and guidelines: American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation, 3rd Edition, 2018, including Interims; New Jersey Turnpike Authority LRFR Load Rating Manual, Version 9.7, January 2022 or latest edition.

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

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

## 13. Routine and Emergency Bridge Repairs

The Consultant shall design repairs necessary for the maintenance of the existing bridge deck for its entirety, throughout the duration of the Contract. Provisions shall be included in the contract documents for such repairs to be performed. **For purposes of estimating the level of effort for this design task, the Consultant shall assume a total Design cost of \$100,000 in routine and emergency bridge repairs, to maintain existing bridges throughout construction.**

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



#### **14. Temporary Shielding/Catch Protection**

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

#### **15. Staging, Demolition and Disposal Operations**

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

#### **16. Project Constructability**

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

The Constructability Review shall be performed by qualified construction personnel and prepare a Constructability Report following the NJTA Procedures Manual Section 3.5. The Preliminary Constructability Review Report shall be submitted with Phase B. The Final Constructability Review Report shall be submitted with the Phase C submission.

#### **17. Maintenance and Protection of Traffic (MPT)**

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

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

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

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

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

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

MPT on local roadways shall follow NJDOT, County and/or Municipal Details and Specifications of the jurisdiction.

## **18. Shoulder Pavement Evaluation**

The AECOM Team has evaluated pavement evaluations between the limits (MP 0.00 to MP 36.50) based on as-built construction plans for NJTA Construction Contract No. T200.250. The AECOM Team has also obtained pavement cores between MP 20.8 to 28.1. This document is provided as a reference material. If additional pavement cores are required, it will be coordinated with the AECOM Team and will be obtained under Phase 2 boring program during the final design.

For Location Nos. 6 and 7, the consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction. Consultant shall make recommendations to the Authority regarding pavement condition based on Structure Location, Average Daily Traffic, Daily Truck Traffic, Duration of Lane Shifts, Horizontal and Vertical curves in the work zone, Ramp restrictions, confirmed as-built information and field assessment based on the appearance of distress using a rational method (e.g., Asphalt Institute's "IS-169" A Pavement Rating System for Asphalt Roads). **The Consultant shall provide for \$50,000 in the Fee Proposal to propose, conduct and manage a competitive bid shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling. Work shall not commence without approval by the Authority.**

## 19. eGIS Deliverable

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

## 20. Construction Contract Documents

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

## 21. Project Deliverables

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

Deliverables for items such as agreements and utility orders, if required, will likely follow the schedule outlined in the Authority's Design Manual, unless noted otherwise herein. Deliverables for right-of-way documents shall be accelerated in the early stages of design to the extent possible in coordination with the AECOM Team and the Right-of-Way Team to facilitate the land acquisition process, if required. The right-of-way strategy will be discussed with the Consultant at the kickoff meeting. **All of these items are to be fully negotiated and fully executed prior to advertisement.**

All project deliverables will be provided to the Authority, at no additional cost, in electronic format (PDF or as otherwise required). The Consultant will submit all project deliverables through the IPMS established by the AECOM Team and will participate in comment resolution through the IPMS.

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

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

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

Review comments from the Authority, and/or other Agencies, will be provided to the Consultant for compilation and response. The Consultant shall utilize the IPMS for the comment resolution process. For any provided hard copy markups, the Consultant shall follow the NJTA Procedures Manual for appropriate comment response formats.

## 22. Post Design Services

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

## 23. Unanticipated Services

As the design proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design which cannot be completely identified at this time. In order to fully support the Authority without undue delays, **the Consultant shall make an allowance in the total amount equal to 10% of the burdened labor fee for 'Unanticipated Services' in the Fee Proposal:** The hours for unanticipated services shall be distributed appropriately among the proposed staff. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

## E. PROJECT ADMINISTRATION

1. **Project Design Schedule-** The Consultant shall submit a detailed design schedule upon the OPS' notice to proceed in Primavera P6 for review and approval by the Authority. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. **The Schedule submitted for this EOI shall include this required information.**
2. **Consultant's Project Manager-** It is required that the Project Manager will actively manage the project and will lead/participate in all project related meetings. **The Project Manager will serve as the primary point of contact for the team and make himself or herself available for project related matters.**
3. **Progress Reports-** The Consultant will be responsible to prepare and submit a separate monthly progress reports and a financial spending plan for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. Reports must be submitted to the Authority by the 5<sup>th</sup> of every month and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.
4. **Status Meetings** – It is anticipated that bi-weekly (2 per month) project status meetings from Notice to Proceed up through the Phase D Submission will be necessary. One meeting shall typically occur at the Authority's Administrative offices, while the other meeting can be a Conference Call/WebEx meeting using the Authority's WebEx, or equivalent, system. The Consultant shall lead the status meetings. Other meetings may be scheduled based on project needs.

5. **Invoicing Requirements** – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. T4011 or T4012. Invoices will not be processed before the progress report for that month's activities have been submitted.
6. Invoices are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project during design, which will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.
7. The Consultant shall notify the Authority's Design Liaison 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.
8. Prepare Design Element Modification Request listing all design elements that do not meet minimum design criteria.
9. The Consultant is responsible to the Authority for the work of its subconsultants.

#### **F. SPECIFIC REQUIREMENTS, CONDITIONS AND SUBMISSIONS**

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedures Manuals as applicable to this project.

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

##### **1. Phase 'A'**

- a. The Phase 'A' submission shall be in the form of 35% complete contract drawings. The Consultant shall submit a design element modification request to the Authority listing all design elements that do not meet the minimum criteria. For submission requirements, refer to section 3.4.2 of the NJTA Procedures Manual.
- b. It is anticipated Construction will need to be tied to a seasonal calendar. The Consultant shall make their recommendations with the understanding of the anticipated Contract Award date. Work may be performed under active contracts to meet seasonal restrictions.
- c. Twelve (12) color copies of the Phase 'A' submission shall be submitted along with the USB Flash Drives. Comments will be furnished to the Consultant within 20 working days.
- d. The recommendation to proceed to Phase "B" will be made approximately one (1) month after submission of the Phase A submission. The Consultant shall work with the Authority in the management of the Design budget to ensure only critical path items are being addressed at the time of the Phase "A" Submission.

##### **2. Preliminary Design Plan & Report (Pre-Phase B) Submission**

- a. A preliminary design plan shall be submitted for each new structure within the construction contract. At this stage, the proposed structural support system (span arrangement, superstructure and substructure type, wall type and configuration, foundation design) is submitted for review. The approved preliminary plan forms the basis for final design and plan preparation.

- b. A brief report summarizing the designer's studies of alternate structure and wall types with corresponding cost estimates shall be presented at the time the preliminary design plan is submitted for review. The report shall present documentation in support of the designer's recommendation, including consultations with vendors regarding proprietary walls, as presented in the preliminary plan.
- c. The submission shall not be made before geotechnical information is available (i.e., borings have been taken and logs analyzed) to assess the influence of foundation conditions on structure arrangement, type selection, backfill requirements, etc. Preliminary plans will not be accepted for review without accompanying soils data and formulated recommendations for foundation types (Foundation Recommendation Report).

### 3. Phase 'B' and MPT

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

Department for review. The Consultant will participate in a review meeting with the Operations Department, and comments received shall be incorporated within the Phase C Submission as indicated in the design schedule.

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

#### 4. Phase 'C'

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

#### 5. Phase 'D'

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

- e. The Consultant shall prepare the construction cost estimates and construction schedule including interim and final completion dates, prepare any required addenda, attend the bid opening, review bids, and recommend award or rejection of the low bid. A construction schedule depicting each activity and the project critical path shall be developed by the Consultant using Primavera P6.

## G. MISCELLANEOUS

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

The Consultant shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Consultant who will require access at the bridge(s) shall obtain the security key in person at the Authority's headquarters.

## H. GENERAL REQUIREMENTS AND CONDITIONS

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



4. The Consultant shall defend, indemnify, and hold harmless the Authority, its Commissioners, Directors, officers, employees, and agents from liability of any nature or kind arising out of any act or omission of the Consultant or any person, firm, or corporation employed by the Consultant in connection with the work.
5. The Consultant shall not assign this Order for Professional Services, sublet, or transfer any part of the work or obligations hereunder, without the prior written approval of the Authority.
6. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under this Order for Professional Services.
7. Reimbursable direct expenses are defined in Subsection A5, Compensation Basis.
8. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.state.nj.us/turnpike/cadd-support.html>. All CADD documentation relating to the contract plans shall be incorporated with the CADD files in order to avoid loose papers. Each contract drawing shall be assigned its own name and be developed as a separate file, as referencing will not be permitted.
9. The Consultant shall obtain a Traffic Permit prior to performing any work on Authority Right -of- Way.
10. Field Personnel shall wear safety vests at all times. Safety vests shall be open front vests meeting the ANSI Specification for High Visibility Class 3 Safety Apparel.
11. The truck mounted attenuator (TMA) shall be provided by the Consultant. Where work must be conducted in a closed lane or shoulder, a truck mounted attenuator (TMA) shall be provided and placed preceding the work area in accordance with the current AASHTO Roadside Design Guide. The truck mounted attenuator shall be approved for Manual for Assessing Safety Hardware, Test Level 3 (MASH TL-3). The truck shall be in excellent operating condition and have a minimum gross weight as required by its MASH TL-3 certification. The Consultant will be required to provide a letter from the proposed rental company, which states that the TMAs supplied meet or exceed MASH TL-3 compliance to be qualified for reimbursement.

## I. PROJECT COST

The construction cost for Contract No. T100.724 (U-Turn locations 1, 2, and 6) is approximately \$30 million. The construction cost for Contract No. T100.723 (U-Turn locations 3, 4, and 7) is approximately \$48 million.

## **J. PROJECT DELIVERABLES**

1. Alternatives Analysis Report
2. Phase A submission
3. Environmental Impact Statement (EIS)/Environmental Assessment (EA) and Technical Memorandum
4. Pre-Phase B Submission (Preliminary Design Plan and Report)
5. Final Design- Construction Contract documents (Phase B through Phase D submission) per NJTA Procedure Manual

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

**Subsection A4**  
**Staffing Estimate**  
 Design Services for Contract No, T100.724, OPS No. T4011  
 Grade Separated U-Turn Structures at Milepost 6.4, 13.4, and 43.8

Staff Description (ASCE-Grade)	Project Control & Management	Alternatives Analysis Report	Survey/ Mapping/ ROW	Environmental/ Drainage	Phase A	Phase B	MPT & Constructability	Phase C	Phase D	Comment Resolution	Shop Drawing Services	Construction Consultation	Total Hours
Project Manager (PVIII)													
Project Engineer (PVI)													
Senior Engineer (PV)													
Engineer (PIV)													
Junior Engineer (PII / PIII)													
Drafter													
Surveyor													
Clerical													
<b>TOTAL</b>													

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

**Staffing Estimate**  
**Design Services for Contract T100.723, OPS No. T4012**  
**Grade Separated U-Turn Structures at Milepost 19.0, 29.5, and 46.1**

Staff Description (ASCE-Grade)	Project Control & Management	Alternatives Analysis Report	Survey/ Mapping ROW	Environmental/ Drainage	Phase A	Phase B	MPT & Constructability	Phase C	Phase D	Comment Resolution	Shop Drawing Services	Construction Consultation	Total Hours
Project Manager (PVIII)													
Project Engineer (PVI)													
Senior Engineer (PV)													
Engineer (PIV)													
Junior Engineer (PII / PIII)													
Drafter													
Surveyor													
Clerical													
TOTAL													

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 A5** **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 A4.

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](http://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.

**Subsection A6**  
**Prequalified and Eligible Consultants**

**Profile Code A090**

1. AmerCom Corporation
2. AREA Engineering, Inc.
3. Churchill Consulting Engineers, PC
4. IH Engineers, P.C.
5. Malick & Scherer, P.C.
6. MP Engineers, P.C.
7. NAIK Consulting Group, P.C.
8. SJH Engineering, P.C.
9. W.J. Castle P.E. and Associates P.C.
10. Yu & Associates, Inc.

**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 N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), superseding Executive Order 134 (2004); N.J.S.A.19:44-20.26 (P.L.2005, c. 271, s.2) and Executive Order 117 (2008))
- 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. Certification of Non-involvement in Prohibited Activities in Russia or Belarus (N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3))
- B10. Antidiscrimination Provisions (N.J.S.A. 10:2-1)
- B11. Standards Prohibiting Conflicts of Interest Executive Order 189 (1988 - Kean)
- B12. ADA Indemnification Act
- B13. Diane B. Allen Equal Pay Act
- B14. 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," N.J.S.A. 14A:17-1 et seq. (P.L. 1969, c. 232), 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 the Authority receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a Firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's web-site as described herein.

#### **Acceptance and Rejection of EOIs and Proposals**

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of obligations of its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

#### **Dissemination of Information**

Information included in this document or in any way associated with this project is intended for use only by the Firm and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used by the Firm, except in replying to this EOI solicitation.

#### **News Releases**

No news releases pertaining to this RFEOI or the Project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

#### **Public Records**

Any EOI, Technical Proposal or Fee Proposal submitted by a Firm constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. The Firms may request the Authority's General Counsel to deem certain attachments of its EOI containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.



**Subsection B2**  
**Small Business Enterprise and Disabled Veteran-owned Business Program**

**Small Business Enterprise Program**

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1. have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as 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 that submitted higher than acceptable fee estimates; and
7. Consultant shall provide evidence of 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 ("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. 17:141 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 N.J.A.C 17:14-4-1 et seq., 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](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**  
**N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004)**  
**and Executive Order 117 (2008)**

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 RFEOI or RFP:

**Definitions**

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

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

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

### **Breach of Terms of the Legislation**

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

### **Certification and Disclosure Requirement**

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

### **State Treasurer Review**

The State Treasurer or /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**

Consultant 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, if the Consultant receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Consultant'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 <https://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.

Only the intended Awardee will be required to submit the required N.J.S.A. 14:44A-20.25 (P.L. 2005, c.51)/Executive Order 117 and N.J.S.A. 19:44-20.26 (P.L. 2005, c. 271, s.2) form. The **combined** form is available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

#### **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**  
**Prohibited Activities in Russia or Belarus**

Prior to the time a contract is awarded, pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), the successful Firm must certify that neither the successful Firm, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus.

If the successful Firm is unable to so certify, the Firm shall provide a detailed and precise description of such activities to the Authority. Failure to provide such description will result in the Proposal being rendered as non-responsive, and the Authority will not be permitted to contract with such person or entity, and if a Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.



If the Firm certifies that the Firm is engaged in activities prohibited by N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), the Firm shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Firm does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Authority shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the Authority that were issued on or after the effective date of N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3),.

The Authority requests that all Firms submit a copy of the form entitled "*Certification of Non-involvement in Prohibited Activities in Russia or Belarus Pursuant to* N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), with their Proposal.

### **Subsection B10** **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 B11**  
**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 B12**  
**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 contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this attachment. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.

**Subsection B13**  
**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 B14**  
**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](http://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.