

April 19, 2023

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3972
DESIGN SERVICES FOR CONTRACT NO. T100.658
SUPERSTRUCTURE REPLACEMENT, TURNPIKE STR. NO. E111.15**

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

Profile Code	Description
A092	Bridges: Miscellaneous Repairs
A093	Bridges: Deck Replacements and Rehabilitations

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

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

The Authority has adopted a Disabled Veteran Owned Business (DVOB) Enterprise Program (the DVOB Program). Under the DVOB Program, Firms interested in being considered for this OPS agree to make a good faith effort to award at least three (3) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise. Firms shall demonstrate how they will utilize DVOB Firms in order to achieve the 3% goal and add value to the project team.

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

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

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

This solicitation is for professional services required for the preliminary and final design for deck and superstructure replacement and other noted improvements for NJ Turnpike Structure No. E111.15.

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

Project Description

This Project, which will be performed under OPS No. T3972, involves preliminary and final design of deck and superstructure replacement and miscellaneous improvements on one of NJ Turnpike Eastern Extension's viaducts. The Consultant shall review the latest bridge inspection reports and studies, review as-built drawings, perform bridge inspections, analyze and prioritize the bridge for superstructure reconstruction and related work and prepare estimated construction costs. The construction cost for this project is currently estimated at \$100 million. The Consultant shall provide recommendations for alternates regarding the method/approach for deck and superstructure replacement, review of conventional versus accelerated construction methods, traffic control and staging, preparation of preliminary and final construction contract documents, and providing post design services.

The viaduct in this project is comprised of the following mainline structures along the New Jersey Turnpike Eastern Extension:

- NJ Turnpike NSE/SNE over Erie Viaduct (Norfolk Southern), Seaview Drive, County Road (CR 653), Access Roads, and NJ Turnpike U-Turn at Milepost 111

Project background materials (*preliminary plans, studies, reports, 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 Peter W. Singhofen via e-mail at singhofen@njta.com. The subject line should read "OPS No. T3972 - Superstructure Replacement, Structure No. E111.15, 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 (EOI), no later than **12:00 PM on May 10, 2023**. EOIs are to be submitted as follows: **One (1)** PDF copy uploaded to the Authority's Secure File Sharing Site (**Kiteworks**); as well as **four (4)** hard copies, delivered to the Authority's Headquarters on or before the date and time referenced above.

Late submissions will not be considered.

EOI's shall be addressed to:

Hand or Overnight Delivery

New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Structures
Peter W. Singhofen, P.E., Project Engineer

U.S. Mail

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Structures
Peter W. Singhofen, P.E., Project Engineer

Access to the secure folder(s) in Kiteworks for this OPS will be limited to each Consultant team and NJTA staff (by invitation from Kiteworks). All required submissions are to be uploaded as one PDF document to the appropriate folder for the submission type (e.g., EOI, Technical Proposal, Fee Proposal), and shall be in accordance with the following naming convention: (OPS #_T3972/EOI/Technical Proposal/Fee Firm Name). To gain access to Kiteworks, firms should email Jennifer Romero at jromero@njta.com with the following information in the subject line: "OPS No. T3972 Kiteworks Access".

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Peter W. Singhofen, P.E., Project Engineer, via e-mail to singhofen@njta.com. **The deadline for inquiries is April 26, 2023.** 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 April 28, 2023.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

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

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding 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
Chief Engineer

MG: PWS: ms
Attachments

c: L. T. Malak
D. Hesslein
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/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 it fully understands 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 it fully understands the needs of the Authority as it relates to the specific scope-of-work identified in the RFEI. The Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

Reasonableness of Staffing Estimate

The Firm shall demonstrate through an attached Staffing Estimate the 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 the 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 its 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 its 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 its 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.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment.
6. **Recent Authority Project Experience Forms** identifying all Authority projects on which the consultant is currently working or have been completed (closed out) within the previous five (5) year period. A separate form shall be provided for the prime consultant and for each 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 subconsultants 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 subconsultants 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 subconsultants.
12. A completed ***Disclosure of Investment Activities in Iran** form.
13. A completed **Certification of Non-involvement in Prohibited Activities in Russia or Belarus** form. pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3).
14. A completed **Source Disclosure** form.
15. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.
16. ***Business Registration Certificate**.
17. **Affidavit of Moral Integrity Form**

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

The required forms referenced in Items 6 through 17 above can be found on the Authority's website: www.njta.com under *Doing Business*, *Engineering Professional Services*, *Supplemental Forms*.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the State of New Jersey website https://www.nj.gov/ethics/docs/ethics/2022_uniformcode_april.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 twelve (12), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed five (5) pages, **Resumes**, a maximum of seven (7), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements.

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

- Organization Chart
- Detailed Staffing Estimate
- Project Schedule (a maximum of 2 pages) – foldout sheets are permitted
- Recent Authority Project Experience Form
- Affidavit of Eligibility/Disclosure of Material Litigation Form
- Disclosure Form - Outstanding Work with the Authority
- Commitments of Proposed Project Staff Form
- Certification of Staff Availability Form
- SBE/DVOB Form
- Disclosure of Investment Activities in Iran Form
- Certification of Non-involvement in Prohibited Activities in Russia or Belarus
- Source Disclosure Form
- Ownership Disclosure Form
- Affidavit of Moral Integrity Form

The aforementioned page limitation shall be increased to a maximum of twenty (20) pages, if the Consultant must exercise option 10C above. The additional eight (8) single-sided letter-sized pages shall include information for alternate staffing as follows:

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

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Design Services for Contract No. T100.658

Superstructure Replacement, Turnpike Str. No. E111.15

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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	April 19, 2023
Deadline for Inquiries	April 26, 2023
Posted Responses to Inquiries	April 28, 2023
Submittal of Expressions of Interest	May 10, 2023
Request for Technical and Sealed Fee Proposals	May 19, 2023
Submittal of Technical Proposals.....	June 9, 2023
Notify Consultant of Need for Presentation.....	June 19, 2023
Presentation.....	June 23, 2023
Recommendation to Award OPS	July 2023
Notice to Proceed	September 2023
Completion of all Construction Work	March 2029
Administration Project Closeout	September 2029

Subsection A3
Scope of Services

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

A. GENERAL

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

B. PROJECT COORDINATION

1. NJTA Coordination

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

- a. The Consultant shall prepare and submit a separate monthly progress report and progress schedule indicating percent complete by task, corresponding to the invoices. Invoices shall be submitted and received by the Authority's Finance and Budget Department within 15 calendar days of the end of each billing period. Standard reporting forms will be provided by the Authority at the project kickoff meeting.
- b. The Consultant shall notify the Authority's Liaison Engineer immediately, if and when the percent fee expended exceeds the assignment percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations how to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.
- c. The Consultant shall submit a design schedule upon the OPS' notice to proceed in MS Project 2016 or higher for review and approval by the Authority. Monthly updates, reflecting the baseline schedule shall be submitted both electronically and in hardcopy in support of the monthly progress reports.

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

2. Other Agency Coordination

1. The Consultant will be required to contact and meet with representatives of the Town of Secaucus, Hudson County, Norfolk Southern Railway Company, utilities (Penta, other fiber optic, PSE&G electric, gas, water, telephone, cable, etc.), and other affected entities to review and determine all necessary project requirements, permits, utility orders, traffic control requirements and coordination. Special consideration shall be given to local businesses that utilize access roads below the bridge to ensure their access is maintained throughout construction.
2. The Consultant may be required to set up escrow accounts for the purpose of field inspection, access permits and flagmen costs, and plan review. The escrow dollar amount may vary as the project scope is refined. The Consultant shall set aside \$400,000 as a direct expense in the Fee Proposal for escrow accounts to be used for such railroads as: Norfolk Southern and N.J. Transit.

C. SCOPE OF PROJECT

Engineering services are required for the preliminary, final and post design services for Contract No. T100.658, Superstructure Replacement, NJ Turnpike Structure No. E111.15 on the NJ Turnpike Eastern Extension.

The scope of rehabilitation for this assignment involves replacement of the existing structural steel girder superstructures, bearings, concrete bridge decks, including those items incidental to the bridge deck such as deck joints, drainage facilities, parapets, and roadway lighting. The work also includes substructure repairs.

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

1. Survey

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

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

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

2. Field Inspection

The Consultant shall perform a visual inspection of NJ Turnpike Structure No. E111.15. This inspection shall identify areas of the bridge in need of advanced repair prior to major construction and traffic shifts in order to maintain traffic flow through the construction contract. The Consultant shall also perform a hands-on inspection of the substructure in order to quantify potential repair areas for the construction contract. The

consultant shall also confirm bearing heights and bridge seat dimensions with as-built drawings as these will be necessary to develop accurate construction repair plans.

3. Mapping

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

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

4. Utility Relocations/Protection

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

5. Right-of-Way

The Design and Procedures Manual shall be followed for preparing Right-of-Way documents. The Consultant shall review the existing Right-of-Way documents and assess the need for establishing/verifying the Right-of-Way due to the need for construction staging yards and access. The Consultant shall prepare all documentation for temporary construction easements if deemed necessary. The Consultant will support the efforts of the Authority in obtaining the required Preliminary Engineering Agreement, Construction Agreement and necessary easements with Norfolk Southern Railroad.

6. Permits

The Consultant shall prepare and obtain all necessary permits (including environmental permits) required in the design phase of Contract No. T100.658. The Consultant shall identify and list all necessary permit requirements in the Phase A submission. The Consultant shall pay for all application fees for permits.

7. Drainage Improvements

The Consultant shall develop temporary and final drainage studies and final designs for the bridges and approach roadways. The Consultant shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with Contract No. T100.658.

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

8. Rehabilitation Design

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

Reconstruction of the bridge superstructures is the primary focus of this project. However, the consultant shall consider other deterioration for repair, such as substructure repair, if the construction budget can accommodate.

The transverse project limits shall include the full width of travel lanes and other areas as required to facilitate staged construction.

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

- a. The Consultant shall review commercially available deck systems to be used in conjunction with the superstructure replacement, including but not limited to precast superstructure units (aka Inverset), Precast Panels, including Lafarge Ductal Joint System, Precast and Cast-in-Place Grids, Cast-in-Place Concrete; all using HPC Concrete. Review of alternate deck systems shall take into account access, MPT requirements, durations of activities, useful service life factors and life cycle costs. The Phase A submission shall include a report containing an evaluation of conventional/VS alternate deck systems and site-specific recommendations for implementation in this project. The Phase A submission shall also evaluate limited widening of the mainline in order to avoid a split shift of the mainline during staged construction.
- b. The new superstructure system shall be designed so that it is composite with the new structural steel girders. The use of composite construction will require a layout of shear studs. The Consultant shall evaluate the effects of this and determine the performance benefit by way of LRFR load rating. The Consultant shall consider the location of required longitudinal construction joints and how they are joined together with each stage of work. Load rating calculations using the LRFR methodology shall be performed in accordance with the following requirements and guidelines: American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation, 3rd Edition, 2018, including Interims; New Jersey Turnpike Authority LRFR Load Rating Manual, Version 9.7, September 2017 or latest edition.
- c. The Consultant shall review the existing roadway cross sections and profiles for the project bridges for compliance with current NJTA geometric design criteria. The Consultant shall evaluate the impacts and costs for upgrading to meet compliance and recommend incorporation of the improvements into Contract No. T100.658.
- d. As stated under Maintenance and Protection of Traffic, the primary staging goal is to maintain current lanes of traffic during each stage of superstructure reconstruction. The Authority has determined that there are superstructure replacement areas which cannot be replaced while maintaining current through lanes of traffic without implementing extraordinary measures such as a traffic split, superstructure/substructure/mainline widening, or use of temporary bridges. The Consultant shall investigate alternate methods for accelerated reconstruction, to be performed while maintaining minimum number of through lane of traffic during off-peak hours per the Authority's latest version of the Lane Closure and Shoulder Closure Tables in the Manual for Traffic Control in Work Zones. Consideration shall also be given to weekend HICCs in order to install precast superstructure units, however weekend reductions to a single lane may not be granted on this project.

The Consultant shall investigate increasing the vertical underclearances in accordance with Subsection 3.2.2 of the design manual.

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

9. Routine Deck Repairs and Emergency Deck Repairs

The Consultant shall design repairs necessary for the maintenance of the existing bridge deck for its entirety, throughout the duration of the Contract. Provisions shall be included in the contract documents for such repairs

to be performed before and during the actual staged construction. For purposes of estimating the level of effort for this design task, the Consultant shall assume a total construction cost of \$1,000,000 in routine deck repair, emergency deck repairs and pre-stage work to maintain existing decks in the travel lanes prior to their reconstruction.

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

10. Staging, Demolition and Disposal Operations

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

11. Temporary Shielding/Catch Protection

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

12. Lighting/Electrical Improvements

The Consultant shall provide for the replacement of roadway lighting standards on the mainline roadway and ramps within the limits of this project, including any temporary facilities required during construction.

13. Sign Structures

The Consultant shall provide for the replacement of overhead sign structures that may be required due to preferred staging schemes. New sign structures and signage shall be closely coordinated with the Authority's Operations Department.

14. Roadwork

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

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

15. Staging, Demolition and Disposal Operations

The Consultant shall evaluate allowable equipment, means and methods for bridge element removal operations, in order to eliminate those which may damage the existing superstructure steel to remain. The contract drawings shall identify all project areas where provisions for noise and dust control are required, as

well as staging areas for equipment, storage, and disposal of materials. Methods and locations for disposal of removed materials and debris shall be included in the contract drawings and specifications. The Consultant shall evaluate and make recommendations for the possible placement of the concrete spoils under the structure for access.

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

16. Project Constructability

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

17. Maintenance and Protection of Traffic (MPT)

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

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

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

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

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

The contract documents shall define the availability of lane closing times, including allowable lane closing hours during the week and over weekends, starting and ending point locations for lane detours, lane closings and line striping tapers for each construction stage and work zone as deemed permissible by Authority Operations during

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

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

The plans and specifications shall indicate proposed traffic staging that details concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, and allowable primary and supplemental lane closing hours and details and durations of the construction staging. The Consultant shall develop "Smart Work Zone" plans and specifications as required by Operations in various MPT schemes where advance patron notification and alternate route advisories are required. The scope of these services shall be identified and paid for as an Unanticipated Service.

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

18. Shoulder Pavement Evaluation

The Consultant shall conduct and manage a shoulder pavement evaluation program where traffic is shifted to the shoulder during construction. Consultant shall make recommendations to the Authority regarding pavement condition based on structure location, average daily traffic, daily truck traffic, duration of lane shifts, horizontal and vertical curves in the work zone, ramp restrictions, confirmed as-built information and field assessment based on the appearance of distress using a rational method (e.g. Asphalt Institute's "IS-169" A Pavement Rating System for Asphalt Roads). **The Consultant shall provide for \$50,000 in the Fee Proposal to propose, conduct and manage a competitive bid shoulder pavement assessment program consisting of Ground Penetrating Radar and Core Sampling.** Work shall not commence without approval by the Authority.

19. Public Outreach

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

D. SPECIFIC REQUIREMENTS, CONDITIONS and SUBMISSIONS

The Consultant shall follow the submission requirements outlined in the Authority's Design and Procedure Manuals. The Consultant shall confirm the number of sets required with the Authority's Project Manager three (3) weeks prior to each submission. Phase checklists shall be included in all submissions.

1. The Phase A submission shall include the Consultant's evaluations and recommendations for all aspects of the project scope. A USB Flash Drive submittal of the electronic Phase A submission including all photographs and photo logs will also be required.

2. The preliminary Drainage Report shall be included with the Phase A submission. The report shall address all aspects of the proposed drainage systems as well as any temporary systems needed during the staged construction.
3. The MPT Coordination Report Submission including Preliminary MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report shall be submitted to the Authority as indicated in the schedule.
4. The Phase 'B' Documents (60% complete), supplementary specifications, preliminary construction schedule and Engineer's Estimate, by stage, if warranted, shall be submitted.
5. The Preliminary MPT submission (for Engineering review) including MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report shall be submitted to the Authority as indicated in the schedule.
6. The MPT submission including MPT plans, specifications, preliminary construction schedule and draft Constructability Review Report for Operations review shall be submitted to the Authority as indicated in the schedule.
7. The final Constructability Review Report shall be submitted to the Authority with the Phase C Submission as indicated in the schedule.
8. The Phase 'C' submission shall be submitted and consist of 95% complete contract drawings and specifications, including an estimate of quantities and costs, by stage. The Consultant shall submit two (2) copies of the "Lane Occupancy Charge" (LOC) report based on the Authority provided spreadsheet calculator. The Consultant shall request Authority furnished traffic counts by classification, hourly distribution, link and anticipated season of construction.
9. Phase 'D' submission, the Consultant will be required to sign a Fiber Optic Cable Certification form, FOD 2/22/00, attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract (download at https://www.njta.com/media/2933/ps_fiberfod.pdf).
10. The Consultant shall comply with the requirements of the NJDPES Highway Agency Stormwater General Permit, complete and submit the Post-Construction Program Design Checklist for Individual Projects with the Phase 'D' submission.
11. The Consultant shall submit electronic copies of the final contract documents on a CD. Plans shall be submitted in both Microstation and Adobe Acrobat .pdf file formats. A Microsoft Excel file shall be submitted to allow importing of the contract pay items into the Authority's CAPEX bidding software.

Two sets of full-size Phase 'D' plans, specifications and cost estimate shall be transmitted to the General Consultant under separate cover at the same time.
12. 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. The Consultant shall prepare the construction cost estimate and construction schedule including interim and final completion dates, prepare any required addenda, attend the bid opening, review bids, and recommend reward or rejection of the low bid. A time scaled bar chart graphically depicting each activity and the project critical path shall be developed by the Consultant using Microsoft Project.

E. MISCELLANEOUS

1. The Authority's Fiber Optic Cable conduits exist below the median barrier and are supported by the existing superstructure. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Consultant shall show on the contract drawings the Fiber Optic Cable facilities when in proximity to the proposed construction and make reference thereto in the specifications. Fiber Optic services are to be maintained at all times.
2. The specifications shall state that the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
3. The Consultant shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
4. Railroad coordination is expected to be a significant effort in this project. The consultant shall familiarize themselves with Norfolk Southern's policies and procedures and required coordination with the railroad and the railroad's general consultant assigned to the project. This coordination will include a Preliminary Engineering Agreement between the Authority and the railroad and a Construction Agreement between the Authority and the railroad. The consultant will be required to coordinate between the railroad and Authority to facilitate the execution of these agreements. This will include in part submissions to the railroad of preliminary plans, development of easements and title searches.
5. Railroad traffic through this region is unknown and it is highly unlikely that information will be provided by the railroad. The consultant will need to evaluate the approximate volume of train traffic below the structure. This would entail a process similar to a traffic count. The consultant would log trains over a week of time in November, March and July or other recommended time frames and categorize the length of train, track utilized, approximate speed of the train and time of day the crossing occurred. The information would be later published in contract supplemental specifications to be used as guidance to the contractor in evaluating access to the bridge on Norfolk Southern's property.
6. Depending on preferred staging, significant construction may be involved on Structure No. E110.85 (Turnpike NSE/SNE over South Access Road, NJ Transit "Boonton Branch" and North Access Road) as well as adjacent Structure No. E110.80 (Turnpike NSE/SNE and Int. 15X Ramps NET and TNE over Turnpike Int. 15X Ramps NET/ISEXT). It is not a part of this assignment to evaluate Structure Nos. E110.80 and E110.85 for rehabilitation.

F. GENERAL REQUIREMENTS AND CONDITIONS

1. The preparation of plans and specifications required for this project shall be in accordance with the Authority's Design and Procedures Manuals, the NJTA Standard Specifications, the latest revisions within the Authority's Standard Supplementary Specifications, the Authority's Manual for Traffic Control in Work Zones and the CADD Standards Manual.
2. 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.

3. The Consultant shall comply with all Federal and State laws applicable for the work to be performed under his Order for Professional Services.
4. The CADD files shall be delivered in Microstation format as approved by the Authority and shall match the contract plans. All contract deliverables shall be in accordance with the Authority's documentation outlining all CADD submissions entitled "CADD Standards Manual". The current document may be viewed and downloaded from the Turnpike Authority's web site on the Internet at <http://www.njta.com/doing-business/professional-services/cadd-support>.
5. The Consultant shall secure all necessary permits and post all required insurance with utilities as required. All Utility Orders, where required, will be performed under unanticipated services.
6. The Consultant shall be responsible for all MPT necessary to perform inspections staged from local roadways.
7. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Standard Specification Division 800 for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.
8. The Consultant shall obtain a Traffic Permit prior to performing any work on the Authority's Right-of-Way.
9. Shoulder and lane closings necessary for inspection work or field survey shall be provided and maintained by the Consultant. A schedule of the lane/shoulder closings as well as slowdowns shall be submitted on a prescribed form to the Authority in accordance with the NJTA Manual for Traffic Control in Work Zones.
10. The Consultant shall furnish specialized equipment as needed to perform the detailed evaluations and inspections. Reimbursement for special inspection equipment will be made as a direct expense.
11. 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 delays, the allowance within the fee proposal will provide for special services if and when specifically requested and authorized by the Authority, in writing. See Subsection A5.

G. PROJECT COST

Total estimated preliminary construction cost for Contract No. T100.658 is \$100 million.

Subsection A4
Staffing Estimate

Classification (ASCE-Grade)	Phase A	Phase B	MPT	Phase C	Phase D	Shop Dwg. Review	Construction Consultation	Total Hours
Project Manager ()								
Senior Engineer ()								
Engineer ()								
Junior Engineer ()								
Survey Crews								
Other-Specify ()								
Other-Specify ()								
Total Hours								

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

Subsection 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 2.80, 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 2.80. 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 subconsultants.

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.

Request for Expressions of Interest

OPS No. T3972

Design Services for Contract No. T100.658

Superstructure Replacement, Turnpike Str. No. E111.15

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Direct expenses shall include only mileage, printing of inspection reports (including the costs of regular paper, colored paper, dividers, covers, photo pages, bindings, labels, and plastic covers), railroad flagging and inspection services, railroad and utility permits/insurance, rental cost for bridge inspection equipment, MPT costs, fuel and repairs for rented inspection equipment or TMAs, Authority approved safety vests, tolls charged by other agencies as required to access Authority bridges, permit application fees, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. The Consultant shall provide the estimated direct costs for these items in the Fee Proposal. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the field office and the job site and return. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

Subsection A6
Prequalified and Eligible Consultants

1. AECOM Technical Services
2. AREA Engineering, Inc.
3. Arora and Associates, P.C.
4. ATANE Engineers, Architects and Land Surveyors, P.C.
5. Atkins North America, Inc.
6. Boswell Engineering
7. Buchart-Horn, Inc.
8. CDM Smith Inc.
9. Dewberry Engineers Inc.
10. French & Parrello Associates, P.A.
11. Gannett Fleming, Inc.
12. Greenman-Pedersen, Inc.
13. Hardesty & Hanover, LLC
14. HDR Engineering, Inc.
15. IH Engineers, P.C.
16. Info Tran Engineers, PC
17. Infra Tech Engineering, LLC
18. Infrastructure Engineering, Inc.
19. Jacobs Engineering Group Inc.
20. Johnson, Mirmiran & Thompson, Inc.
21. KC Engineering and Land Surveying, P.C.
22. Kimley-Horn and Associates, Inc.
23. KMA Consulting Engineers, Inc.
24. KS Engineers, P.C.
25. LiRo Engineers, Inc.
26. LS Engineering Associates Corporation
27. MAKS Engineers, PC
28. Malick & Scherer, P.C.
29. McLaren Engineering Group
30. Michael Baker International, Inc.
31. Mott MacDonald LLC
32. MP Engineers, P.C.
33. Naik Consulting Group PC and KS Engineers, PC
34. NAIK Consulting Group, P.C.
35. Parsons Transportation Group, Inc.
36. Pennoni Associates, Inc.
37. PKB Engineering Corporation
38. Remington & Vernick Engineers
39. SJH Engineering, P.C.
40. Stantec Consulting Services, Inc.
41. STV Incorporated
42. T&M Associates
43. T.Y. Lin International
44. Taylor, Wiseman & Taylor
45. Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc.
46. Traffic Planning and Design, Inc.
47. TranSystems Corporation
48. Urban Engineers, Inc.
49. Van Cleef Engineering Associates, LLC
50. W.J. Castle P.E. and Associates P.C.
51. WSP USA 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)
- 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 website as described herein.

Acceptance and Rejection of EOIs and Proposals

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

Dissemination of Information

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

News Releases

No news releases pertaining to this 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). The Firm's 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 its efforts and will provide same with their Expression of Interest.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or ex-pression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, col-or, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval:

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Subsection B4
State Contractor Political Contributions Compliance
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 N.J.S.A. 19:44A-20.25 (P.L. 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 N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), the terms and conditions set forth in this attachment are material terms of any OPS resulting from this RFEI or RFP:

Definitions

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act.", N.J.S.A. 19:44A-3 et seq. (P.L. 1973, c.83), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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

Breach of Terms of the Legislation

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

Certification and Disclosure Requirement

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFEOI, as well as future contract opportunities.
- c) Further, the Consultant 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 N.J.S.A. 52:32-32 et seq. (P.L. 1987, c 184) 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, prior to contract award, 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, 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.

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

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives. It is expressly agreed and understood that any approval by the Authority of the services provided by the Consultant pursuant to this contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this attachment. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.

Subsection B13
Diane B. Allen Equal Pay Act

Please be advised that in accordance with N.J.S.A. 34:11-56.1 et seq. (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. 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.